

**SIGNATURE PAGE**

Type or Print the following information.

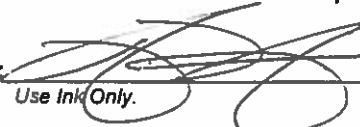
PROSPECTIVE CONTRACTOR'S INFORMATION			
Company:	Western Arkansas Counseling and Guidance Center, Inc.		
Address:	3111 South 70th Street, PO Box 11818		
City:	Fort Smith	State:	AR Zip Code: 72917-1818
Business Designation:	<input type="checkbox"/> Individual <input type="checkbox"/> Partnership	<input 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 1028	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.**

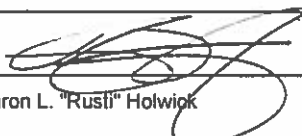
The signature below signifies agreement that any exception that conflicts with a Requirement of this *Bid Solicitation* will cause the Prospective Contractor's bid to be disqualified:

Authorized Signature:  Title: Chief Executive Officer  
 Use Ink Only.  
 Printed/Typed Name: Aaron L. "Rusti" Holwick Date: 3-11-19

## 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.

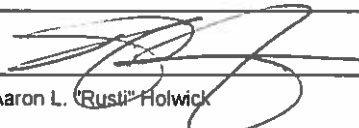
By signature below, vendor agrees to and shall fully comply with all Requirements as shown in this section of the bid solicitation. **Use Ink Only**

<b>Vendor Name:</b>	Western Arkansas Counseling and Guidance Center, Inc.	<b>Date:</b>	3-11-19
<b>Authorized Signature:</b>		<b>Title:</b>	Chief Executive Officer
<b>Print/Type Name:</b>	Aaron L. "Rusti" 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.

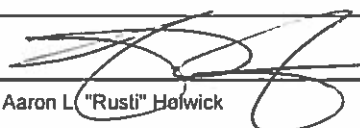
By signature below, vendor agrees to and shall fully comply with all Requirements as shown in this section of the bid solicitation. **Use Ink Only**

<b>Vendor Name:</b>	Western Arkansas Counseling and Guidance Center, Inc.	<b>Date:</b>	3-11-19
<b>Authorized Signature:</b>		<b>Title:</b>	Chief Executive Officer
<b>Print/Type Name:</b>	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*

<b>Vendor Name:</b>	Western Arkansas Counseling and Guidance Center, Inc.	<b>Date:</b>	3-11-19
<b>Authorized Signature:</b>		<b>Title:</b>	Chief Executive Officer
<b>Print/Type Name:</b>	Aaron L. "Rusti" Helwick		



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

**ADDENDUM 1**

**DATE:** February 25, 2019

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

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

**Change of specification(s)**

Additional specification(s)

Change of bid opening date and time

Cancellation of bid

Other -- Removing the following language from section 2.3.2 C, page 26, of the RFQ.

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

**BID OPENING DATE AND TIME**

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

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

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

  
Vendor Signature

3-11-19  
Date

Western Arkansas Counseling and Guidance Center, Inc.  
Company

**CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM**

F-1

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

SUBCONTRACTOR:  YES  NO SUBCONTRACTOR NAME: \_\_\_\_\_ Contractor for which this is a subcontractor:  
 Estimated dollar amount of subcontract: \_\_\_\_\_

IS THIS FOR:

Goods?  Services  Both?

TAXPAYER ID NAME: Western Arkansas Counseling and Guidance Center  
 YOUR LAST NAME: Holwick FIRST NAME: Aaron "Rusti"

ADDRESS: 3111 South 70th Street PO Box 11818

CITY: Fort Smith STATE: AR ZIP CODE: 72917-1818 COUNTRY: UNITED STATES OF AMERICA

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

**FOR INDIVIDUALS \***

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

Position Held	Mark (✓)		Name of Position of Job Held (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.)	Person's name(s)	Relation
	Current	Former		From MM/YY	To MM/YY			
General Assembly	<input type="checkbox"/>	<input type="checkbox"/>						
Constitutional Officer	<input type="checkbox"/>	<input type="checkbox"/>						
State Board or Commission Member	<input type="checkbox"/>	<input type="checkbox"/>						
State Employee	<input type="checkbox"/>	<input type="checkbox"/>						

**FOR A VENDOR (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, or State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

Position Held	Mark (✓)		Name of Position of Job Held (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	<input type="checkbox"/>	<input type="checkbox"/>						
Constitutional Officer	<input type="checkbox"/>	<input type="checkbox"/>						
State Board or Commission Member	<input type="checkbox"/>	<input type="checkbox"/>						
State Employee	<input type="checkbox"/>	<input type="checkbox"/>						

\* None of the above applies  
 \* NOTE: PLEASE USE ADDITIONAL DISCLOSURES ON SEPARATE SHEET OF PAPER IF MORE SPACE IS NEEDED  
 Page 1 of 2 08/20/07

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM F-2

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

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

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.
2. I will include the following language as a part of any agreement with a subcontractor:  
*Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.*
3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

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

Signature  Title Chief Executive Officer Date 3-12-19

Vendor Contact Person Aaron L. "Rusti" Holwick Title Chief Executive Officer Phone No. 479-452-6650

AGENCY USE ONLY

Agency Number 0710 Department of Human Services Agency Name Agency Contact Person Contact Phone No. Contract 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.

**E.1.A. State the Region for which you are proposing to provide services in this *Response Packet*.**

Western Arkansas Counseling and Guidance Center is proposing to provide services for Region 5 covering the six counties of Crawford, Franklin, Logan, Polk, Scott, and Sebastian.

## SELECTION OF REGIONS

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

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

<b>Bidder Preference</b>	<b>Region by Number (as shown in Attachment G: Map of Regions)</b>
<b>First (1<sup>st</sup>) Choice</b>	<b>Region #:</b> 5 - OBHA Certifications for Crawford, Franklin, Logan, Polk, Scott, and Sebastian Counties
<b>Second (2<sup>nd</sup>) Choice</b>	<b>Region #:</b>
<b>Third (3<sup>rd</sup>) Choice</b>	<b>Region #:</b>
<b>Fourth (4<sup>th</sup>) Choice</b>	<b>Region #:</b>
<b>Fifth (5<sup>th</sup>) Choice</b>	<b>Region #:</b>
<b>Sixth (6<sup>th</sup>) Choice</b>	<b>Region #:</b>
<b>Seventh (7<sup>th</sup>) Choice</b>	<b>Region #:</b>
<b>Eighth (8<sup>th</sup>) Choice</b>	<b>Region #:</b>
<b>Ninth (9<sup>th</sup>) Choice</b>	<b>Region #:</b>
<b>Tenth (10<sup>th</sup>) Choice</b>	<b>Region #:</b>
<b>Eleventh (11<sup>th</sup>) Choice</b>	<b>Region #:</b>
<b>Twelfth (12<sup>th</sup>) Choice</b>	<b>Region #:</b>

507(3)

U.S. Treasury Department

District Director  
Internal Revenue Service

Date: JUN 17 1969

In reply refer to:  
A:RS

LR:EO:69-56



Western Arkansas Counseling  
and Guidance Center, Incorporated  
214 North 6th St.  
Fort Smith, Arkansas 72901

Gentlemen:

Purpose: Charitable, Educational

Address Inquiries and File Returns with District

Director of Internal Revenue: Little Rock, Arkansas

Form 990-A Required:  Yes  No

Accounting Period Ending: December 31

On the basis of your stated purposes and the understanding that your operations will continue as evidenced to date or will conform to those proposed in your ruling application, we have concluded that you are exempt from Federal income tax as an organization described in section 501(c)(3) of the Internal Revenue Code. Any changes in operation from those described, or in your character or purposes, must be reported immediately to your District Director for consideration of their effect upon your exempt status. You must also report any change in your name or address.

You are not required to file Federal income tax returns so long as you retain an exempt status, unless you are subject to the tax on unrelated business income imposed by section 511 of the Code, in which event you are required to file Form 990-T. Our determination as to your liability for filing the annual information return, Form 990-A, is set forth above. That return, if required, must be filed on or before the 15th day of the fifth month after the close of your annual accounting period indicated above.

Contributions made to you are deductible by donors as provided in section 170 of the Code. Bequests, legacies, devises, transfers or gifts to or for your use are deductible for Federal estate and gift tax purposes under the provisions of section 2055, 2106 and 2522 of the Code.

You are not liable for the taxes imposed under the Federal Insurance Contributions Act (social security taxes) unless you file a waiver of exemption certificate as provided in such act. You are not liable for the tax imposed under the Federal Unemployment Tax Act. Inquiries about the waiver of exemption certificate for social security taxes should be addressed to this office, as should any questions concerning excise, employment or other Federal taxes.

This is a determination letter.

Sincerely yours,

Fred W. Johnson  
District Director

Enclosure  
Form SS-15 & SS-15-A

Internal Revenue Service

Department of the Treasury

District  
Director

1100 Commerce St. Dallas, Texas 75242

Western Arkansas Counseling &  
Guidance Center Incorporated\*  
3111 S 70th St  
Fort Smith, AR 72903

Person to Contact

EOMF Tax Examiner

Telephone Number

(214) 767-1155

Refer Reply to

RM:CSB:306:EO

Date October 22, 1984

EIN: 25-7015826

Gentlemen:

Our Records show that Western Arkansas Counseling & Guidance Center Incorporated is exempt from Federal Income Tax under section 501(c)(3) of the Internal Revenue Code. This exemption was granted June 1969 and remains in full force and effect. Contributions to your organizations are deductible in the manner and to the extent provided by section 170 of the Code.

We have classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Internal Revenue Code because you are an organization described in section 170(b)(1)(A)(vi).

If we may be of further assistance, Please contact the person whose name and telephone number are shown above.

Sincerely yours,

*Annette Bohannon*  
Annette Bohannon  
EOMF Tax Examiner

**E.1.B. Provide a narrative regarding the background of your company. This shall include, but is not limited to:**

- a. Date established.**
  - b. List of non-profit's Board of Directors.**
  - c. Total number of employees.**
- An organizational chart displaying the overall business structure.**

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. (Western Arkansas Counseling and 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. 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. We welcome individuals and will help them find the right path whether they walk in off of the street, come in by law enforcement, brought by Department of Child and Family Services, DCFS, hospital, school or other source. We want confidence within our community to have the knowledge if someone comes to us by whatever means, they can be assured that person/family was taken care of once they have been touched by our agency. Western Arkansas Counseling and Guidance Center has made it a top priority to improve access to care. Walk-in clinics have been implemented and Just-In-time scheduling and alternative hours to help improve timely access for our communities. The services of the team approach are available to any individual client who requires the services of a psychiatrist, advanced nurse practitioner, a clinical social worker, a mental health counselor, a psychologist, a psychiatric nurse, qualified behavioral health professional or peer support specialist. Western Arkansas Counseling and Guidance Center provides education, classes and groups to aid in prevention, awareness, education and support as well as the array of treatment services.

As an approved community mental health center of the public mental health system, Western Arkansas Counseling and Guidance Center provides a wide range of coordinated behavioral health services to help prevent, advocate and treat behavioral health issues and to treat the emotionally disturbed. These services have been available to residents of Crawford, Franklin, Logan, Polk, Scott, and Sebastian Counties for over 47 years. This geographic area, located in the extreme western portion of Arkansas, is approximately 70 miles in width (east to west) and 110 miles in length (north to south). The area is somewhat diverse in terrain, characterized by the Ouachita Mountains in the southern portion, Arkansas River Valley in the central area, and the Ozark Mountains in the northern portion. Realizing the impossibility of providing services at one central office, the Center established well-staffed county clinics in the surrounding counties. The central office and primary service center campus with its multiple programs is located in Fort Smith serving Sebastian County. County clinics are operating in Van Buren, Crawford County; Ozark, Franklin County; Paris, Logan County; Booneville, Logan County; Waldron,

Scott County; and Mena, Polk County.

Since its creation in April of 1972, the number of trained personnel working at Western Arkansas Counseling and Guidance Center has increased to 257 employees; of which, 257 employees, 67 are fulltime Licensed Mental Health Professionals, masters degreed, 14 Part-time Licensed Mental Health Professionals, and 2 contract Licensed Mental Health Professionals; 71 Qualified Behavioral Health Professionals, bachelor degreed and 10 Medical providers thus expanding the mental health services available to the six-county service area. This expansion is directly related to the continuing rise of individuals who are now seeking assistance from Western Arkansas Counseling and Guidance Center.

Western Arkansas Counseling and Guidance Center has made it a priority to serve our community to the best of our ability. Western Arkansas Counseling and Guidance Center provides quality care under its mission to provide a comprehensive network of quality behavioral healthcare services that are consumer-sensitive, outcome oriented and cost effective. Western Arkansas Counseling and Guidance Center has also identified values of embracing change through clear communication, respect, compassion and adhering to a strong work ethic. These living, dynamic and active values were established based on the input of Western Arkansas Counseling and Guidance Center employees. This agency holds as a priority VIP2 efforts of creating a value based organization by instilling and enhancing the values of each employee, having well informed and trained staff and only recruiting and retaining passionate persons who are champions for the organization and its mission. We want this to truly be the best place to work. We aim to achieve a pipeline of diverse talent. We believe this adds to the quality of life for our staff, their families and ultimately to the community. Western Arkansas Counseling and Guidance Center ensures the delivery of necessary mental health and co-occurring services to anyone who needs them, regardless of sex, race, religion, ethnic background, education, social class, economic status, or ability to pay. Our target population to be served can be anyone seeking services; however, a more specific example may be those who have no insurance or ability to pay that need comprehensive mental health or co-occurring services. Western Arkansas Counseling and Guidance Center staff is also versed in assisting those who are in need of counseling in regards to the LGBTQ community. A trauma informed care service system is ensured that recognizes the potential for certain vulnerabilities of trauma survivors. Telemedicine is utilized across the catchment area in order to provide services to those in rural areas in which services otherwise might not be available, as well as having a minimum of 1 well-staffed clinic in each county. An individual will receive behavioral health services within his/her own community without the involvement of extensive travel time.

As a community mental health center, it is our responsibility to screen emergencies as they present in our catchment area. The center has excelled well beyond the minimum requirements. The center works with its teams to be innovative and cutting edge with Think Tanks and pilot projects to address issues of access to care, crisis mechanisms, mobile triage and working towards root cause solutions. Western Arkansas Counseling and Guidance Center has taken tremendous strides toward improving the image of mental illness and advocacy efforts. Informational and educational presentations, which are shown to the public, seek to remove the stigma attached to mental illness and thus help people lose their fear of seeking assistance from Western Arkansas Counseling and Guidance Center. Western Arkansas Counseling and Guidance Center is proud to be able to serve the community as a whole by treating people of all ages and incomes. Accessibility and customer service are priorities for the agency. All programs of the organization undergo Performance, Measurement and Management efforts to ensure quality and outcomes.

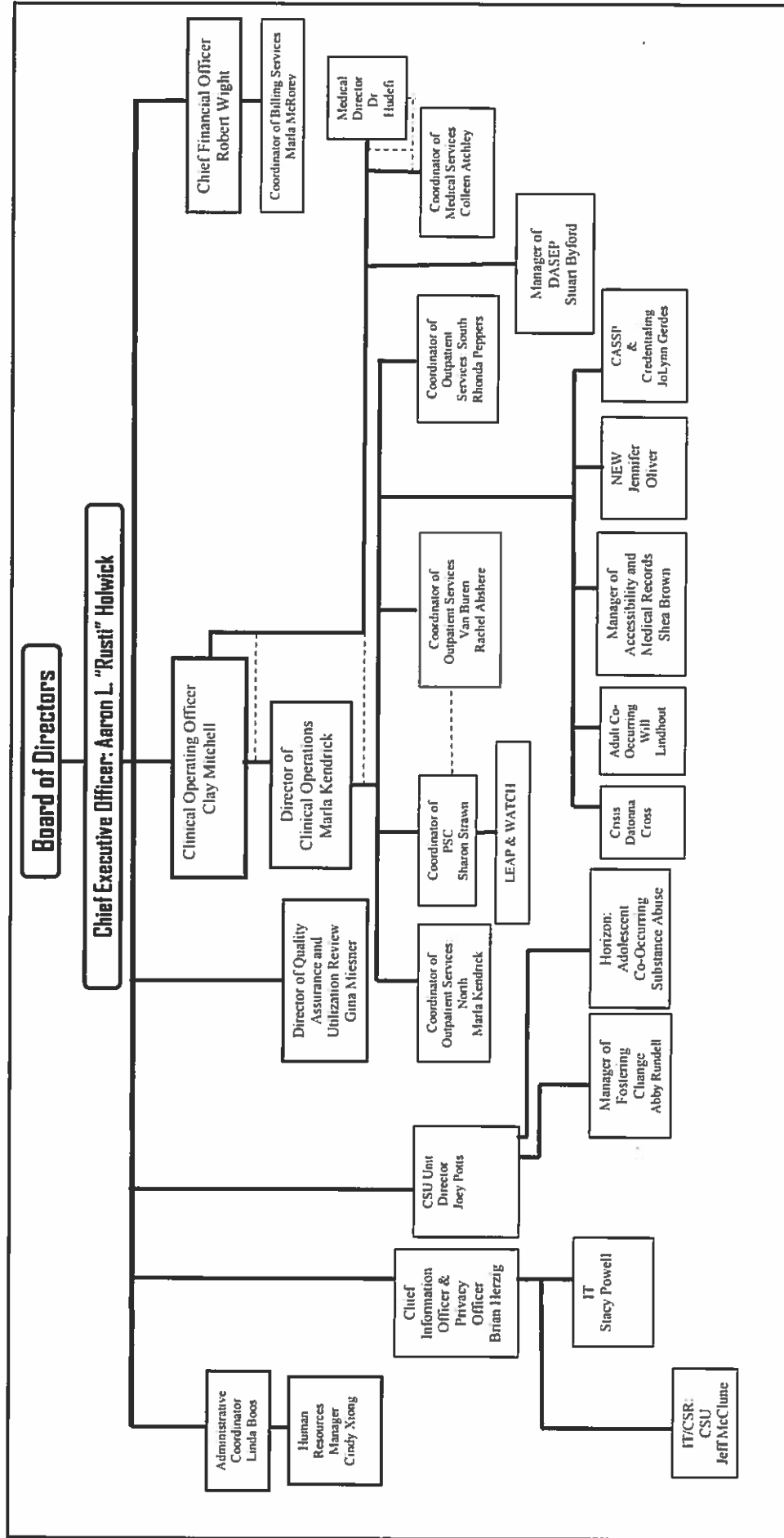
Western Arkansas Counseling and Guidance Center has had only 3 CEO's in its 47 years. Pete Kenemer, the first was well known as an advocate for persons with mental illness across the state of Arkansas. He was the backbone of WACGC until he suffered a stroke in 2009. Jim West stepped in as Pete was unable to continue in the role, due to illness. Jim West helped to bring about stability and pioneered in the field as he was a part of the Stepping Up Initiative with County leaders for the purpose of diverting mentally ill from incarceration to treatment. This results of this collaborative effort yielded changes to the criminal justice system on a state and local level. Upon Jim West's retirement, Rusti Holwick, took over as Chief Executive Officer in August 2017. The center was successful in opening Arkansas' first Crisis Stabilization Unit on March 1, 2018 under Act 423 in partnership and subcontract



with Sebastian County. This collaboration serves the Twelfth Judicial District of Arkansas comprised of Sebastian County as well as the additional 5 counties in the catchment area. Western Arkansas Counseling and Guidance Center assists in training law enforcement in Crisis Intervention Training, specifically the Memphis Model. The agency continues to serve the communities by meeting the needs that present. The agency is innovative and eager to continue to develop programming such as the establishment of a mental health court, expanding programs for children and families in foster care, juvenile sex offenders and expanding treatment programs to better provide seamless, integrated care for co-occurring issues, especially in efforts to overcome the lives effected by the opioid epidemic with Medication Assisted Treatment and other evidence based treatment approaches.

Date of Establishment:	April, 1972
Board of Directors:	Mr. H. C. Varnadore, Chair Mr. Jim Richardson, Vice-Chair Mr. Larry Nelson, Treasurer Ms. Nancy Brewer, Secretary Ms. Sharon Sicard Mr. Roger Sparks Dr. Kenneth Warden III Mr. Jarrod Yarnell
Total Number of Employees:	257
Organizational Chart:	Follows On Next Page

WESTERN ARKANSAS COUNSELING & GUIDANCE CENTER, INC.  
ORGANIZATIONAL CHART



**E.1.C. Past Performance: Describe your company's experience similar to that which is sought by this RFQ within the past (3) years. Included in this narrative, the Vendor shall provide:**

- a. A description of the work performed, including if this work was provided for DHS.**
- b. If provided under a contract:**
  - i. Name of entity with whom the Vendor had/has a contract.**
  - ii. Summary of the Scope of Work.**
  - iii. Project amount.**

**Any corrective actions or litigation pertaining to the contract.**

Western Arkansas Counseling and Guidance Center has been a vendor of The Arkansas Department of Human Services for well beyond the past 3 years including Contract #4600040195 DAABHS Mental Health Services. For Fiscal Year 2018, ending June 30th, 2018 the total contract amount was \$2,408,142.72. In describing past performance on a scale similar to this RFQ, Western Arkansas Counseling and Guidance Center has been in contract with the Arkansas Department of Human Services, specifically identified as the Division of Behavioral Health Services, more recently known as the Division of Aging Adults and Behavioral Health Services. The contracts were approved by the Department of Finance and Administration. The Scope of work was established for the purpose of creating Community Mental Health Centers to support programs for persons with long-term, severe mental illness and to provide community support programs within a defined region termed, a catchment area. These required services are made available based on clinical need, to the "at-risk" populations: children and youth; the elderly; minorities; substance abusers; and people with serious mental illness. As identified as a CMHC, the primary role was initially help patients transition from the Arkansas State Hospital. Program deliverables also aimed at being responsible, accountable and the authority for the treatment of adults with serious mental illness and children/youth with serious emotional disturbance. Program requirements within the scope of work included, but are not limited to: Certification and accreditation, specifically adhering to state-level certification requirements and national accreditation standards. Population and basic services must be provided for persons who do not have health insurance and who are not eligible for other health care coverage, such as Medicaid, Medicare, or private health insurance. This includes, but is not limited to, individuals awaiting forensic restoration services at the Arkansas State Hospital, (ASH) or persons being discharged from ASH regardless of the payor source.

There were no corrective actions or litigation pertaining to the contract.

The following is a summary of the scope of work provided under the Mental Health Services Contract:

Consistent with Division of Behavioral Health Services (DBHS) agency certification policies or approved revisions thereof, the Community Mental Health Center (CMHC) must adhere to state-level certification requirements and national accreditation standards.

Be a certified DBHS behavioral health provider; and

Maintain national accreditation through The Joint Commission (TJC) or Commission on Accreditation of Rehabilitation Facilities (CARF).

CMHC shall be subject to review by either TJC or CARF.

A copy of the review, any deficiencies noted and required remedies imposed by TJC or CARF must be sent to DBHS by the CMHC.

The CMHC must also copy DBHS on all documentation between the CMHC and TJC or CARF concerning correction of these deficiencies and the subsequent acceptance of those reparations. Within one (1) week of receiving a copy of the review, any deficiencies, or required remedies for those deficiencies from TJC or CARF, the CMHC must forward that documentation to DBHS.

CMHC must carry out any remedy imposed by TJC or CARF in the timeframe dictated by either of those agencies.

Within one (1) week of receiving acceptance by TJC or CARF of the CMHC for accreditation, the CMHC must forward that documentation to DBHS.

CMHC must provide an intake assessment for all individuals seeking services

Care must be clinically appropriate and medically necessary to meet the needs of the individual as identified during the assessment

All services must be documented in the client's medical record and are subject to review by DBHS.

The CMHC must deliver the following services based on medical necessity, in accordance with all relevant provisions of the Arkansas Law and the Standards, and as a part of the basic services available for all age groups.

Case management is a recovery-oriented service that centralizes responsibility for identifying, coordinating, and monitoring a client's necessary and appropriate services with a specific entity. Case management services assist clients in gaining access to needed behavioral health, medical, social, educational and other services. Case management services include referral for services or treatment and assisting the client to pursue insurance coverage enrollment.

**Crisis Assessment and Stabilization:** This Service assists in stabilizing the beneficiary in his/her home or community setting. Services may be delivered by a single crisis worker or by a team of professionals trained in crisis intervention. Services are designed to maintain the individual in his/her current living arrangement, prevent repeated hospitalizations, stabilize behavioral health needs, and/or improve upon life domains.

Group Behavioral Health Counseling is a face-to-face treatment provided to a group of beneficiaries. Services leverage the emotional interactions of the group's members to assist in each beneficiary's treatment process, support his/her rehabilitation effort, and minimize relapse. Services must be congruent with the age and abilities of the beneficiary, client-centered and strength-based, with emphasis on needs as identified by the beneficiary and provided with cultural competence. Additionally, tobacco cessation counseling may be a component of this service.

Individual Behavioral Health Counseling is a face-to-face treatment provided to an individual in an outpatient setting for the purpose of treatment and remediation of a condition as described in the Diagnostic and Statistical Manual of Mental Disorders (DSM-5) or subsequent revisions. Services must be congruent with the age and abilities of the beneficiary, client-centered and strength-based, with emphasis on needs as identified by the beneficiary and provided with cultural competence. The treatment service must reduce or alleviate identified symptoms related to mental health, and maintain or improve level of functioning, and/or prevent deterioration. Additionally, tobacco cessation counseling may be a component of this service.

Interpretation of Diagnosis is a direct service provided for the purpose of interpreting the results of psychiatric or other medical exams, procedures, or accumulated data. Services may include diagnostic activities and/or advising the beneficiary and his/ her family. Consent forms may be required for family or significant other involvement. Services must be congruent with the age and abilities of the beneficiary, client-centered and strength-based, with emphasis on needs as identified by the beneficiary and provided with cultural competence.

Service assists non- English speaking and/or hearing impaired patients with providing information relevant to the patient's continuation in treatment, treatment planning and restoration curriculum, and other treatment related events.

Marital/Family Behavioral Health Counseling is a face-to-face treatment provided to one or more family members in the presence of a beneficiary. Services must be congruent with the age and abilities of the beneficiary, client-centered and strength-based, with emphasis on needs as identified by the beneficiary and provided with cultural competence. Services are designed to enhance insight into family interactions, facilitate inter-family emotional or practical support and to develop alternative strategies to address familial issues, problems and needs. Additionally, tobacco cessation counseling may be a component of this service.

Mental Health Diagnosis is a direct clinical service for the purpose of determining the existence, type, nature, and appropriate treatment of a mental illness or related disorder as described in the DSM-5 or subsequent revisions. This psycho-diagnostic process may include without limitation: a psychosocial and medical history, diagnostic findings, and recommendations. This service must include a face-to-face component and will serve as the basis for documentation of modality and issues to be addressed (plan of care). Services must be congruent with the age and abilities of the beneficiary, client-centered and strength-based, with emphasis on needs as identified by the beneficiary and provided with cultural competence.

Multi-Family Behavioral Health Counseling is a group therapeutic intervention using face-to-face verbal interaction between two (2) to a maximum of nine (9) beneficiaries and their family members or significant others. Services are a more cost-effective alternative to Family Behavioral Health Counseling, designed to enhance members' insight into family interactions, facilitate inter-family emotional or practical support and to develop alternative strategies to address familial issues, problems and needs. Services must be congruent with the age and abilities of the beneficiary, client-centered and strength-based, with emphasis on needs as identified by the beneficiary and family and provided with cultural competence. Additionally, tobacco cessation counseling may be a component of this service.

Pharmacologic Management is a service tailored to reduce, stabilize or eliminate psychiatric symptoms by addressing individual goals in the Master Treatment Plan. This service includes evaluation of the medication prescription, administration, monitoring, supervision, and informing beneficiaries regarding medication(s) and its potential effects and side effects in order to make informed decisions regarding the prescribed medications. Services must be congruent with the age, strengths, and accommodations necessary for disability and cultural framework.

Psychiatric Assessment is a face-to-face psycho-diagnostic assessment conducted by a licensed physician, preferably one with specialized training and experience in psychiatry (child and adolescent psychiatry for beneficiaries under age eighteen [18]), or an Advanced Practice Registered Nurse (APRN). This service is provided to determine the existence, type, nature, and most appropriate treatment of a behavioral health disorder.

Psychoeducation provides beneficiaries and their families with pertinent information regarding medication management, mental illness, substance abuse, tobacco cessation, and teaches problem-solving, communication, and coping skills to support recovery. Psychoeducation can be implemented in two (2) formats: multifamily group and/or single family group.

Due to the group format, beneficiaries and their families are also able to benefit from support of peers and mutual aid. Services must be congruent with the age and abilities of the beneficiary, client-centered and strength-based; with emphasis on needs as identified by the beneficiary and provided with cultural competence.

CMHC may provide the additional following services as medically necessary:

Telemedicine Services (Adults): CMHC may elect to provide Interpretation of Diagnosis and Mental Health Diagnosis services for adults via telemedicine.

Telemedicine Services (Adults and Children): CMHC may elect to provide Individual Behavioral Health Counseling, Psychoeducation, Psychiatric Assessment, and Pharmacologic Management services for adults and children via telemedicine.

A treatment plan is a plan developed in cooperation with the beneficiary (or parent or guardian if under eighteen [18]) to deliver specific mental health services to restore, improve, or stabilize the beneficiary's mental health condition. Treatment plans must be based on individualized service needs as identified in the completed Mental Health Diagnosis, independent assessment, and independent care plan; include goals for the medically necessary treatment of identified problems, symptoms and mental health conditions; identify individuals or treatment teams responsible for treatment, specific treatment modalities prescribed for the beneficiary, and time limitations for services; and be congruent with the age and abilities of the beneficiary, client-centered and strength-based, with emphasis on needs as identified by the beneficiary and demonstrate cultural competence.

Partial hospitalization is an intensive nonresidential, therapeutic treatment program. It can be used as an alternative to and/or a step-down service from inpatient residential treatment or to stabilize a deteriorating condition and avert hospitalization. The program provides clinical treatment services in a stable environment on a level equal to an inpatient program, but on a less than twenty-four (24)-hour basis. The environment at this level of treatment is highly structured and shall maintain a staff- to-patient ratio of one to five (1:5) to ensure necessary therapeutic services and professional monitoring, control, and protection. This service shall include, at a minimum, intake, individual therapy, group therapy, and psychoeducation. Partial Hospitalization shall include, at minimum, (5) five hours per day, of which ninety (90) minutes must be a documented service provided by a Licensed Mental Health Professional. If a beneficiary receives other services during the week but also receives Partial Hospitalization, the beneficiary must receive, at a minimum, twenty (20) documented hours of services on no less than (4) four days in that week.

Adult day rehabilitative services are a continuum of care provided to recovering individuals living in the community based on their level of need. This service includes educating and assisting the recovering individual with accessing supports and services needed to promote and maintain community integration. Activities include training to assist the person to learn, retain or improve specific job skills and to successfully adapt and adjust to a particular work environment; training and assistance to live in and maintain a household of their choosing in the community; and additional services to assist individuals in adjusting after receiving a higher level of care. Additionally, this service includes an array of face-to-face rehabilitative day activities providing a pre- planned and structured group program for identified beneficiaries that aims at long-term recovery and maximization of self-sufficiency, as distinguished from the symptom stabilization function of acute day treatment. These rehabilitative day activities are person- and family-centered, recovery-based, culturally competent, provide needed accommodation for any disability and must have measureable outcomes. These activities assist the beneficiary with compensating for or eliminating functional deficits and interpersonal and/or environmental barriers associated with their chronic mental illness. The intent of these services is to restore the fullest possible integration of the beneficiary as an active and productive member of his/her family, social and work community and/or culture with the least amount of ongoing professional intervention. Skills addressed may include: emotional skills, such as coping with stress, anxiety or anger; behavioral skills, such as proper use of medications, appropriate social interactions and managing overt expression of symptoms like delusions or hallucinations; daily living and self-care skills, such as personal care and hygiene, money management and daily structure/use of time; cognitive skills, such as problem solving, understanding illness and symptoms and reframing; community integration skills and any similar skills required to implement a beneficiary's master treatment plan.

Peer Support is a consumer centered service provided by individuals (ages eighteen [18] and older) who self- identify as someone who has received or is receiving behavioral health services and thus is able to provide expertise not replicated by professional training. Peer providers are trained and certified peer specialists who self-identify as being in recovery from behavioral health issues. Peer support is a service that works with beneficiaries to provide education, hope, healing, advocacy, self-responsibility, a meaningful role in life, and empowerment to reach fullest potential. Specialists will assist with navigation of multiple systems (housing, supportive employment, supplemental benefits, building/rebuilding natural supports, etc.) which impact beneficiaries' functional ability. Services are provided on an individual or group basis, and in either the beneficiary's home or community environment.

Supported Employment is designed to help beneficiaries acquire and keep meaningful jobs in a competitive job market. The service actively facilitates job acquisition by sending staff to accompany beneficiaries on interviews and providing ongoing support and/or on-the-job training once the beneficiary is employed. This service replaces traditional vocational approaches that provide intermediate work experiences (prevocational work units, transitional employment, or sheltered workshops), which tend to isolate beneficiaries from mainstream society. Service settings may vary depending on individual need and level of community integration, and may include the beneficiary's home. Services delivered in the home are intended to foster independence in the community setting and may include training in menu planning, food preparation, housekeeping and laundry, money management, budgeting, following a medication regimen, and interacting with the criminal justice system.

**Supportive Housing:** Supportive Housing is designed to ensure that beneficiaries have a choice of permanent, safe, and affordable housing. An emphasis is placed on the development and strengthening of natural supports in the community. This service assists beneficiaries in locating, selecting, and sustaining housing, including transitional housing and chemical free living; provides opportunities for involvement in community life; and facilitates the individual's recovery journey. Service settings may vary depending on individual need and level of community integration, and may include the beneficiary's home. Services delivered in the home are intended to foster independence in the community setting and may include training in menu planning, food preparation, housekeeping and laundry, money management, budgeting, following a medication regimen, and interacting with the criminal justice system.

Adult Life Skills Development services are designed to assist beneficiaries in acquiring the skills needed to support an independent lifestyle and promote an improved sense of self-worth. Life skills training is designed to assist in setting and achieving goals, learning independent living skills, demonstrate accountability, and making goal-directed decisions related to independent living (i.e., educational/vocational training, employment, resource and medication management, self-care, household maintenance, health, wellness and nutrition). Service settings may vary depending on individual need and level of community integration, and may include the beneficiary's home. Services delivered in the home are intended to foster independence in the community setting and may include training in menu planning, food preparation, housekeeping and laundry, money management, budgeting, following a medication regimen, and interacting with the criminal justice system.

Therapeutic Communities are highly structured residential environments or continuums of care in which the primary goals are the treatment of behavioral health needs and the fostering of personal growth leading to personal accountability. Services address the broad range of needs identified by the person served. Therapeutic Communities employ community-imposed consequences and earned privileges as part of the recovery and growth process. In addition to daily seminars, group counseling, and individual activities, the beneficiaries are assigned responsibilities within the therapeutic community setting. Participants and staff members act as facilitators, emphasizing personal responsibility for one's own life and self-improvement. The service emphasizes the integration of an individual within his or her community, and progress is measured within the context of that community's expectation.

**Purchase of Medically Necessary Psychotropic Medication:** Medically Necessary Psychotropic Medication can be purchased for clients when there is no other alternative means for obtaining them, such as Medicaid or other insurance prescription plans, patient assistance programs through pharmaceutical companies, or physician samples. This medication must be essential for stabilizing and/or eliminating psychiatric symptoms

### Community Services

CMHC may provide community services such as consumer councils, parenting training, rural services, mental health awareness activities and training, response to community tragedies, and other services that support the mental health of clients and the broader community.

### Delivery of Services

CMHC must initiate delivery of services to eligible clients consistent with following standards and timeframes:

Routine: Within ten (10) business days of an eligibility determination;

Urgent: Within forty-eight (48) hours of an eligibility determination;

Emergent: Face-to-face within two (2) hours of notification or referral; and

Inpatient Discharge: Individuals discharged from an inpatient psychiatric or substance abuse residential setting must have a follow-up appointment scheduled within seven (7) calendar days of the date of referral

CMHC must maintain a copy of the Client Authorization for services and plan of care in the client's file. At a minimum, documentation must include:

- a. Date of initial delivery of service;
- b. Method of contact (e.g. phone, face-to-face);
- c. Description of the services rendered; and
- d. Activities related to goals/objectives identified in client's plan of care.

CMHC must provide services in accordance with client's plan of care, and maintain documentation evidencing progress toward the goals/objectives identified in client's plan of care. Quarterly progress must be reviewed with the client and (or) parent/guardian/legal representative, as appropriate.

- A. CMHC must maintain staffing levels sufficient to deliver all of the services and meet the requirements specified in this Contract.
- B. CMHC must adhere to Medicaid's monthly reporting requirements in detailing administrative and (or) management roles of licensed behavioral health professionals.
- C. On or before the tenth (10th) of each month, CMHC must notify Medicaid's Program Integrity Unit of the names of all licensed health care professionals providing outpatient behavioral health services.
- D. Additionally, CMHC must notify DBHS within thirty (30) calendar days of any change affecting the accuracy of the provider's certification records.

CMHC must prepare a discharge summary for each client served under this contract upon completion of the goals and objectives established in the plan of care, transition to other services, or discharge from the CMHC

CMHC must maintain a copy of the discharge summary in the client's file for review by DBHS.

At a minimum, a discharge summary must include:

Transition services provided; and Effective date of transition. Single Point of Entry

The CMHC shall act as the single point of entry for individuals present in its catchment area who are being considered, voluntarily or involuntarily, for referral to the inpatient programs of the Arkansas State Hospital (ASH) for treatment of mental illness.



The Community Mental Health Center or Clinic must perform initial screening services in accordance with the

Standards for Community Mental Health Centers and Clinics in the State of Arkansas, 1990 edition, or approved revision thereof, and the Division of Behavioral Health Services Single- Point-Of-Entry (SPOE) Guidelines, Effective September 1, 2009 or approved revision thereof.

Screenings must be completed prior to the time that the final disposition of the individual is determined.

The screenings must be conducted by a qualified mental health professional (as described in the Standards for Community Mental Health Centers and Clinics in the State of Arkansas, 1990 edition, or approved revision thereof) in order to determine:

Whether or not the individual meets the criteria for voluntary or involuntary admission status as set out in A.C.A. § 20-47, 201 et seq.; and

Whether or not alternatives to inpatient treatment are clinically appropriate and available.

The SPOE screening must occur within two (2) hours of the initial request and assess whether inpatient services at ASH are medically necessary unless the party requesting is agreeable to a different time frame that meets the clinical needs of the individual.

CMHC may enter into a standing agreement with any other CMHC to perform SPOE screenings on residents of its catchment area who are present in the catchment area of the other CMHC.

The agreement must specify whether or not the screening CMHC is to contact the home CMHC to authorize care following the screening.

The Chief Executive Officer (CEO) of each CMHC must sign the written agreement and a copy must be forwarded to the Director of DBHS.

CMHC must make screening services available to community organizations, agencies, or private practitioners for referrals to inpatient programs of ASH because of mental illness.

CMHC must actively participate in the development and administration of a uniform screening tool purposed for ASH inpatient admissions.

The CMHC must develop and provide crisis services to individuals experiencing Psychiatric or Behavioral Crises in CMHC Catchment Area. The CMHC shall serve the following populations in the delivery of crisis services:

Mobile Crisis population: All adults, youth, and children experiencing a Psychiatric or Behavioral Crisis, regardless of payor source.

Acute Care population: Adults aged eighteen

(18) or older with no insurance.

Persons in the custody of the Division of Children and Family Services (DCFS). For this population specifically, crisis intervention services must be provided in the community setting, which may include without limitation a home or foster home, school, or DCFS office. Additionally, for this population, crisis services must focus on stabilization of the client within their community, must include a safety plan, and face-to-face follow-up within twenty-four (24) to forty-eight (48) hours of the initial crisis.

CMHC must completely document all of the events outlined below and otherwise required for each instance the CMHC renders Crisis Services. Such documentation must be furnished to the State upon the State's request.

CMHC health professionals must make phone contact with a requesting agency within fifteen (15) minutes of a request for crisis assessment.

CMHC licensed behavioral health professionals shall provide an assessment within two (2) hours of the emergency and shall assess the individual's immediate safety needs to determine the seriousness of the person's impairment. However, if agreed upon by both parties, the screening can occur outside the two (2) hour window provided the agreement and a reasonable basis for the agreement are documented for the State's review.

If the individual in crisis has a behavioral healthcare provider that they have been working with, the CMHC may contact that healthcare provider. However, the CMHC shall remain responsible for ensuring a crisis assessment and appropriate Crisis Services are provided.

For those individuals deemed to be in need of acute hospitalization, the screener or other identified CMHC staff must begin documenting efforts to locate an acute placement immediately. Documentation must continue until placement is confirmed and takes place.

Crisis stabilization services must be provided to any screened individual until placement in an acute setting or until the individual is deemed stable by a medical or behavioral health professional and stabilization is clearly documented by one (1) or more of those professionals.

The Mobile Crises team shall triage the individuals into the least restrictive services including without limitation: immediate outpatient treatment by a behavioral health professional, crisis stabilization services, referral to substance abuse detoxification, referral to an authorized crisis intervention unit if available, or admission to local acute psychiatric hospitalization.

The CMHC shall coordinate with community partners to ensure comprehensive aftercare planning for individuals with a behavioral health care crisis who are frequently jailed or are in frequent acute crises.

Subject to the exclusions and limits below and in accordance with DBHS Guidelines for Expenditure of Local Acute Care (LAC) Funds, CMHC must act as the single point of access ("SPOA") to Local Acute Care Funds for persons eighteen (18) years or older present in its catchment area with no insurance benefits and who are considered for admission to acute psychiatric inpatient care for treatment of mental illness.

CMHC must perform the SPOA screening evaluation and assume financial responsibility for medically necessary acute psychiatric inpatient care of persons eighteen (18) years or older who are present in its catchment area when a SPOA screening is requested.

CMHC must provide clinical and medically necessary SPOA initial screening evaluation for persons residing in its catchment area. If the adult for whom the initial screening evaluation is requested is known to be the resident of another catchment area, the CMHC requested to perform the screening must contact the home CMHC of the adult and seek authorization from that CMHC to perform the screening on its behalf. If the home CMHC declines to make this authorization, this home CMHC shall be responsible for performing the initial screening within two (2) hours of the initial request unless the party requesting the screening is agreeable to a different time frame that meets the clinical needs of the individual. After a CMHC has performed an initial screening evaluation upon the authorization of the home CMHC, it shall contact this home CMHC and inform this home CMHC of its findings. The home CMHC then has final responsibility for determining the adult's disposition. Any CMHC may enter into a standing agreement with any other CMHC to perform Single Point of Access (SPOA) screenings on residents of its catchment area who are present in the catchment area of the other CMHC. The agreement must specify whether or not the screening CMHC is to contact the home CMHC to authorize care following the screening. The CEO of each CMHC must sign the written agreement and forward a copy to the Director of DBHS.

The financial responsibility of the CMHC will be limited as follows:

The annual total dollar amount must be no greater than the funds provided under this contract.

CMHC is financially responsible only for admissions and continued stays that it has determined, upon referral for SPOA screening evaluation, to be clinically necessary.

CMHC is not responsible for care that is eligible for coverage by Medicaid, Medicare, commercial insurance or any other third party.

After the first twenty-four (24) hours of care, the CMHC is financially responsible only for the care of adults without third party coverage and who reside with families with income below two-hundred percent (200%) of the current year federal poverty level published by the Department of Human Services, Division of County Operations and incorporated herein. Subject to the other exclusions and limitations herein, the CMHC is financially responsible for the first twenty-four (24) hours of inpatient care for all adult patients admitted under this program.

If an adult determined by the SPOA screening evaluation to need hospitalization has been discharged from the ASH within the past thirty (30) days, the CMHC may refer this individual for immediate readmission to ASH. This individual shall be admitted to ASH as soon as a bed is available per the Arkansas State Hospital Admission Priority List. If a bed at ASH is not available at the time of initial referral the CMHC shall be responsible for arranging for local hospitalization until such time as the bed at ASH does become available. If this individual resides with a family with income below two-hundred percent (200%) of the federal poverty level, the CMHC shall be financially responsible for local hospital care.

If an adult determined by the SPOA screening evaluation to need hospitalization has had twenty-four (24) days of inpatient or crisis residential care already paid for under this contract during the contract year, the CMHC may refer this individual for immediate admission to ASH. This individual shall be admitted to ASH as soon as a bed is available per the Arkansas State Hospital Admission Priority List.

If a bed at ASH is not available at the time of initial referral the CMHC shall be responsible for arranging for local hospitalization until such time as the bed at ASH does become available. If this individual resides with a family with income below two-hundred percent (200%) of the federal poverty level, the CMHC must be financially responsible for hospital care.

CMHC will not be responsible for hospital emergency room charges or for any other hospital charges for services prior to the patient being admitted as an inpatient, except that the CMHC may elect to expend funds under this contract for twenty-three (23) hour beds.

If following an SPOA screening the CMHC determines that inpatient care is not clinically necessary, the CMHC will then be responsible for providing any clinically necessary alternative psychiatric treatment or making a referral to the patient's behavioral healthcare provider, subject to the provisions of the other sections of this contract

Subject to the other provisions of this contract including the limitations above, a CMHC must be financially responsible for charges for inpatient psychiatric care delivered in any hospital licensed in Arkansas when an adult for whom it is responsible under this section of this contract is hospitalized in that facility because of lack of an available bed in unit(s) contracted with or operated by a CMHC, but the maximum daily liability must be the average of the daily cost at unit(s) operated by and/or contracting with the CMHC. The responsibility indicated here is applicable only in instances when the CMHC has performed an SPOA screening evaluation and determined that psychiatric inpatient care is clinically necessary.

Necessary psychiatric inpatient services for the treatment of mental illness may be provided directly in, or by purchasing such from, general or specialty hospitals licensed by the state of Arkansas or by a state immediately adjacent to Arkansas. Services under this contract may also be purchased from or provided in a DHS-certified Acute Care Unit (ACU).

In a form and manner prescribed by DBHS, the CMHC must report on a monthly basis the services provided and expenses accrued under this contract. This report must, at a minimum, include:

The number of clients evaluated under this contract and the number of these clients subsequently admitted for inpatient psychiatric and ACU services

The number of psychiatric inpatient bed days purchased and the number of ACU bed days purchased or provided and the total cost of each, as related to the local acute care funds for persons eighteen (18) and older.

The provider may bill a Per Diem rate equal to the set Medicaid rate for Acute Crisis Unit against the LAC funds where the individual does not have Medicaid and the individual is an admitted patient in the ACU at midnight.

Monthly reports required by this section of contract must be submitted by the fifteenth (15th) day of the following month.

Each of the CMHC's ten percent (10%) set aside is based on the total amount of Block Grant funding. In addition to the standards and services set forth in Program Deliverable C of this contract, CMHC must appoint a First Episode of Psychosis (FEP) clinician and deliver services consistent with the following:

FEP clinician must attend DBHS-approved or specified training.

FEP clinician must oversee all FEP Outreach and Engagement activities using the Coordinated Specialty Care Model.

Trained FEP staff members must provide the following services to identified clients:

Psychoeducation for consumer and family;

FEP Cognitive Behavioral Therapy; and,

Psychiatrist medication monitoring and adjustment using select antipsychotic and low dose recommendations.

The FEP clinician or designee must complete the monthly report. CMHC must complete reporting requirements within the required timeframes and in the format specified by DBHS.

CMHC must have ongoing planning and development efforts regarding children's behavioral health services and appoint a qualified staff member to serve as the Child and Adolescent Service System Program (CASSP) Coordinator.

CASSP coordinator must actively participate in the CASSP Coordinating Council and coordinate regional service teams and local services in the CMHC's catchment area according to guidelines established by DBHS.

CMHC may use up to fifty percent (50%) of total CASSP fund allocation for CASSP Coordinator salary. CASSP Coordinator must be identified along with percentage of time spent performing CASSP Coordinator duties and total salary/percent of total salary covered by CASSP funds. If CASSP funding is not used to fund CASSP Coordinator position, then identified staff performing CASSP Coordinator duties must be named.

Additional categories to which CASSP funds may be allocated are as follows:

Community Prevention/Early Intervention Services (all children are eligible). Including but not limited to, early childhood consultation and training, psych-educational groups, parent training/education and substance abuse prevention.

Emergency/Stabilization Services (children without a wraparound). By definition, these services should only be paid for if child/youth meet CASSP criteria. The child/youth must be wrap/Multi-agency Plan

(MAP)-eligible to be a CASSP client. Examples of services include without limitation emergency respite, eviction or displacement risk, medications, transportation, food and clothing.

**Mental Health Services.** Agency may use CASSP funds for mental health services if they are not already reimbursed by insurance.

**Flexible Funding.** Services and supports should be paid through SSBG funds first (if eligible). Client must have a wrap/MAP plan in place before CASSP funds are accessed by CMHC to pay for non-traditional services and supports.

**Regional Infrastructure, Systems of Care.** Services include the development and maintenance of the Care Coordinating Council (CCC) (e.g. food, transportation stipend for families, social marketing and training for Systems of Care [SOC], copies and associated fees for CCC/CASSP Regional Meetings). Regional Infrastructure services may also include services that are non-reimbursable through the Arkansas Medical Assistance Program (e.g. mentoring, tutoring, respite, training for school based personnel, parent training, transitional activities, Youth MOVE, and prevention training).

**Administrative Services.** Such services cannot exceed ten percent (10%) of total fund allocation.

CMHC must provide services in accordance with client's wraparound plan, and maintain documentation evidencing progress toward the goals/objectives identified in client's wraparound plan. Quarterly progress must be reviewed with the client and (or) parent/guardian/legal representative, as appropriate. At a minimum, documentation will include:

Date of evaluation and(or) re-evaluation;

Percentage of progress achieved toward initiated goal/objective;

Initials of the person(s) completing the progress report;

Signature of client and (or) parent/guardian/ legal representative; and

Date of review.

CMHC must maintain qualified staff to deliver services in accordance with the wraparound plan, and provide the supports necessary to maintain the client's health and safety in the community. CMHC will document the following in the client's file:

The level and number of staff needed to successfully maintain the client in his/her community.

A schedule of the staff providing services to each client served under this contract. Schedule must include staff name, days and hours worked, and the services to be delivered.

CMHC must prepare a discharge summary for each child/youth served under this contract upon completion of the goals and objectives established in the wrap-around plan, transition to other services, or discharge from the program. CMHC must maintain a copy of the discharge summary in the client's file for review by DBHS. A discharge summary must include:

Transition services provided;

Effective date of transition; and

Services that will be provided through resources in the community (if applicable).

The CASSP Coordinator or designee must complete the monthly report field included in the SOC Spreadsheet. CMHC must complete reporting requirements in the required timeframes and in the format specified by DBHS.

The CMHC shall have a reasonable time not to exceed one hundred- twenty (120) days to replace or engage a clinician and/or clinical services personnel after the designated clinician or clinical services personnel separates from employment.

#### Social Services Block Grant Title XX

CMHC must deliver services in accordance with all relevant provisions of the Arkansas Law, the Social Services Block Grant, the applicable standard of care; and as a part of the services available to all eligible persons:

CMHC must follow all regulations as outlined in the Arkansas Department of Human Services Social Services Block Grant (Title

XX) Program Manual. Allowable services are contained in service code sections: 29, 38, 43, and 56.

#### Jailed Population

Consistent with standards and services set forth in Program Deliverable C of this contract, CMHC must provide clinical and medically necessary behavioral health screenings for jailed persons who present in its catchment area. Provision of behavioral health treatment services for the jailed population who present in its catchment area will be determined by mutual agreement between the Sheriff's Department, and CMHC. CMHC must include a description of this mutual agreement as part of its annual plan submitted to DBHS.

CMHC must provide the services as set forth in this Deliverable.

#### Jail Diversion

CMHC must include a jail diversion plan purposed for adults as part of its annual plan submitted to DBHS. Jail diversion plans must:

- Include a detailed description of CMHC's regional efforts to engage law enforcement in the development of its jail diversion plan; and
- Identify an implementation strategy and desired outcomes

CMHC must include the plan as follows:

- a. Plans must conform to a format and manner specified by DBHS.
- b. CMHC must submit the jail diversion plan, as part of its State Fiscal Year (SFY) Annual Plan, by May 30th of the preceding contract year.
- c. The plan must detail the CMHC's implementation strategy for jail diversion.

#### Forensic Evaluations

CMHC is responsible for providing court-ordered 327 and 328 (formerly 305) and 310 forensic evaluations for persons who present in its catchment area. CMHC must respond to inquiries of the court on issues including without limitation competency, responsibility, and capacity of pre-trial detainees.

CMHC must perform 327 and 328 (formerly 305) and 310 forensic evaluations within timeframes established by the DBHS. Site of evaluation will be determined by mutual agreement with Sheriff's

Department, committing court, and CMHC. Evaluations shall not be performed without a letter of referral or an approval form submitted by DBHS and shall be performed as follows:

Evaluations shall be conducted by the following:

A "Qualified Psychiatrist" who is a licensed psychiatrist who has successfully completed either a post-residency fellowship in forensic psychiatry accredited by the American Board of Psychiatry and Neurology and/or a forensic certification course approved by the Department of Human Services, and who is currently approved by the Department of Human Services to administer forensic examinations as defined in Arkansas Code Annotated (ACA) §§ 5-2-301 through 5-2-329; or

A "Qualified Psychologist" who is a licensed psychologist who has received a post-doctoral diploma in forensic psychology accredited by the American Board of Professional Psychology and/or successfully completed a forensic certification course approved by the Department of Human Services, and who is currently approved by the Department of Human Services to administer forensic evaluations as defined in Arkansas Code Annotated (ACA) §§ 5-2-301 through 5-2-329.

The evaluator must comply with the following without limitation:

The evaluator performing the evaluations must be required to attend annual updates of the forensic certification course approved by the Department of Human Services.

The person performing the forensic evaluations must appear in court and give testimony as required by the court or upon request by DHS.

All 327 and/or 328 (formerly 305) forensic evaluations shall be completed and submitted to the court with a copy to the DBHS Forensic Services Program Director within sixty (60) days of the file-marked court order. Evaluations shall include a diagnosis and detailed data substantiating the written opinion of the evaluator submitted to necessary entities within the specified timeframes, and appearing and testifying in court regarding evaluations at all such requests.

The CMHC will forward the forensic evaluations to the originating court with a copy to the DBHS Forensic Services Program Director. All forensic evaluations must include a response to the questions asked by the courts including but not limited to the issues of competency, responsibility and capacity. If the answers to legal questions are deferred, then there must be specific reasoning behind that decision detailed in the letter to the courts. In cases of deferment, the case file must be sent to DBHS.

The CMHC must submit a copy of each evaluation to DBHS containing the information specified in item d) above. All evaluations must be submitted to: DIVISION OF BEHAVIORAL HEALTH SERVICES, 305 SOUTH PALM STREET, LITTLE ROCK, AR 72205-4096, ATTENTION: FORENSIC SERVICES PROGRAM DIRECTOR.

CMHC forensic evaluators must comply with the following quality measures, and any future amendments to the quality measures, imposed by DBHS:

An evaluator who has not conducted forensic evaluations for a period of six (6) months must submit all evaluations to the courts through the DBHS Forensic Services Section for review. This requirement must be in effect for a period of six (6) months, or for a total of ten (10) evaluations, whichever may come first.

A random sample of evaluations shall be reviewed for all forensic evaluators. Any deficiencies in timeliness and/or quality shall result in corrective action, which may include without limitation having all evaluations reviewed prior to admission to the courts for a specified period of time.

CMHC will have a reasonable time not to exceed sixty (60) days to replace and/or engage a forensic evaluator after the designated forensic evaluator separates from employment.

Any alternative compliance measures, that is, the provision of forensic examination and treatment services other than as direct services furnished by the CMHC, must be agreed to in writing by DBHS.

Forensic Outpatient Restoration Program (FORP) Consistent with standards and services set forth in Service Criteria C of this contract, CMHC must provide any educational, clinical, and medically necessary behavioral health services to individuals awaiting forensic restoration services at ASH by order of the courts. Services shall not be performed without a letter of referral and/or an approval form submitted by DBHS and will be performed as follows:

Prior to providing services under this contract, each qualified CMHC Mental Health Professional (MHP) and/or Mental Health Paraprofessional (MHPP) providing didactic restoration competency services under this agreement shall attend a day-long training on restoration curriculum provided by ASH/DBHS staff.

CMHC shall prepare and present the forensic outpatient restoration curriculum with each patient receiving services.

CMHC shall send the DBHS Forensic Services Program Director a weekly progress update on each patient receiving services under this contract. All updates shall be sent electronically and must include:

- a. Patient's Name;
- b. Date of Service;
- c. Service Location;
- d. Services Rendered;
- e. Staff Member; and
- f. Progress Update.

Upon determination by the treating mental health professional that a patient is restored to competency, CMHC must contact the DBHS Forensic Services Program Director and request a formal forensic evaluation. Within six (6) months of the file date of a court order, the CMHC may request ASH admission for any patient that the CMHC cannot restore as an outpatient. The CMHC must submit such requests to the DBHS Forensic Services Program Director for discretionary consideration of admission to ASH.

Performance Indicator: CMHC must submit

Invoices for outpatient restoration services rendered. Each invoice must be received by the DBHS Forensic Services Program Director on or before the tenth (10th) of each month and contain all billings for services during the previous month.

In addition to the services set forth in Program Deliverable C of this contract, CMHC may provide the following supplemental forensic restoration services:

Care Coordination - Assists the patient in gaining access to appropriate services and ensure communication and collaboration between agencies, providers, and other individuals necessary to implement the goals identified in the treatment plan and (or) restoration curriculum. Services may include without limitation teaching restoration curriculum, court appearances, facilitating linkages between court and jail personnel, transporting patient, and service referrals.

Drug Screen - Assists in the assessment of a patient's alcohol and (or) drug use to develop an accurate diagnosis, referral, treatment plan, and restoration curriculum.



**Family Therapy** - Provides face-to-face therapy to more than one member of a client's family simultaneously in the same session or treatment with an individual family member (e.g., spouse or single parent) that is specifically related to achieving goals identified on the patient's treatment plan and/or restoration curriculum.

**Group Psychotherapy** - Is a face-to-face intervention provided to a group of clients on a regularly scheduled basis to improve behavioral or cognitive problems which could either cause or exacerbate possible mental decompensation. The professional uses the emotional interactions of the group's members to assist them in implementing each patient's treatment plan and/or restoration curriculum.

**Individual Outpatient Restoration** - Is a didactic face-to-face interaction. Individuals being seen for FORP educational purposes involving teaching the restoration curriculum may be seen by either a Licensed Mental Health Professional and/or a certified and qualified Mental Health Paraprofessional; however, if "traditional" Psychotherapy is warranted for a client, this service must be provided by a Licensed Mental Health Professional. All individual outpatient restoration services shall consist of structured sessions that work toward achieving mutually defined goals as documented within a treatment plan and/or restoration curriculum.

**Interpreter Services** – Interpreter services assist the client with providing information relevant to the client's continuation in services, i.e., treatment planning and/or restoration curriculum including other treatment related events. Vendor must obtain prior approval from DBHS before performing this service.

**Medication Management** – is the provision of services tailored to reduce, stabilize or eliminate psychiatric symptoms by addressing individual goals in the treatment/restoration plan. This service includes evaluation of the medication prescription, administration, monitoring and supervision, and informing the client regarding medication(s) and its potential effects and side effects in order to make informed decisions regarding the prescribed medications. Services must be congruent with the age, strengths, risks and benefits as decided by the medical professional and/or provide necessary accommodations for any disability and cultural framework of the client and his/ her family.

**Mileage Reimbursement** - provides a mobile service for patients engaged in treatment/restoration with no other means of transportation. Mileage shall be reimbursed in accordance with the DHS standard reimbursement rate and the Google Map distance.

**Mental Health Evaluation/Diagnosis** - The cultural, developmental, age and disability- relevant clinical evaluation and determination of a client's mental status and current level of functioning in various life domains; and a DSM 5 diagnostic formulation for the purpose of developing a plan of care. This service is required prior to the provision of all other mental health services with the exception of crisis interventions. Services are to be congruent with the age, strengths necessary, **Psychiatric Diagnostic Assessment** - Is a direct face-to-face service contact, including without limitation tele-medicine, occurring between the general physician or Psychiatric Mental Health Advanced Nurse Practitioner or Family Psychiatric Mental Health Advanced Nurse Practitioner and the patient for the purpose of evaluation. An initial Psychiatric Diagnostic Assessment (PDA) shall include without limitation the following: a client's mental health/medical history and mental health status disposition. The PDA may include communication with family or other sources ordering medical interpretation of laboratory or other medical diagnostic studies.

**Psychological Evaluation** - Employs a standardized battery/set of psychological tests conducted and documented for evaluation, diagnostic, or therapeutic purposes. A Psychological Evaluation must be deemed medically necessary, culturally relevant, with reasonable accommodations for any disability, provide information relevant to the client's continuation in treatment, and assist in treatment planning.

**Treatment Plan** - A plan developed in cooperation with the patient (parent or guardian if patient is under eighteen [18]) to deliver specific mental health services in order to restore, improve and/or stabilize the patient's mental health condition. The plan must be based on individualized service needs identified in the completed Psychiatric/Psychological evaluations. These service needs may include without limitation:

goals for the medically necessary treatment of identified problems, symptoms and mental health conditions; and identify individuals or treatment teams responsible for treatment and specific treatment modalities prescribed for the patient and time limitations for services.

If DBHS refers a defendant for whom there has been no psychiatric evaluation within the past six (6) months, the CMHC must schedule a psychiatric evaluation as part of the restoration curriculum.

Upon the receipt or completion of a psychiatric evaluation, the CMHC must provide all medically necessary behavioral health services to the patient.

Payment codes, units, rates, and limitations under this contract are affixed hereto as Appendix Attachment (A).1

Any alternative compliance measures, that is, the provision of forensic examination and treatment services other than as direct services furnished by the CMHC, must be agreed to in writing by DBHS.

CMHC shall have a reasonable time not to exceed sixty (60) days to replace and/or engage a clinician and/or clinical services personnel after the designated clinician or clinical services personnel separates from employment.

#### PATH Grant Recipients

The CMHC must provide services and comply with the application submitted in response to the Projects for Assistance in Transition from Homelessness (PATH) solicitation and the intended use plan submitted by the CMHC .2

CMHC shall provide Projects for Assistance in Transition from Homelessness (PATH) allowable services as set out in 42 U.S.C. §290-21 et seq.

Mandatory services shall include:

Outreach Services;

Case Management Services; and

Community Mental Health Services.

Other allowable services may include:

Screening and Diagnostic Treatment Services;

Habilitation and Rehabilitation Services;

Alcohol or Drug Treatment Services;

Referrals for Primary Health Services, Job Training and Educational Services;

Jail Services;

Supportive and Supervisory Services in Residential Settings; and

Staff training, including the training of individuals who work in shelters, mental health clinics, substance abuse programs, and other sites where individuals who are homeless require services.

Not more than twenty percent (20%) of the payments shall be expended for housing services, including without limitation: minor renovation, expansion and repair of housing, technical assistance in applying for housing assistance, improving the coordination of housing services, security deposits, cost of matching individuals with appropriate housing situations, planning of housing and one-time rental payments to prevent eviction.

As set out in 42.

U.S.C. §290-21 et seq., the CMHC shall agree that payments must not be expended for emergency shelters or construction of housing facilities, for inpatient psychiatric treatment costs or inpatient substance abuse treatment costs, or to make cash payments to intended recipients of mental health or substance abuse services. CMHC shall not pass through PATH funds to community agencies that serve PATH eligible individuals.

For PATH funding, the CMHC must submit a final report to the Center for Mental Health Services (CMHS) in a format specified by CMHS with a copy to DBHS, and as follows:

The final report must include the number of individuals to whom services were provided under this agreement, including demographic data on age, race, sex, diagnosis, veteran status, and housing status.

The final report must include a description of the services provided under this agreement.

The final report must include the amount of matching funds used.

A file of individual service tickets for individuals served by the PATH program must be kept. It is not necessary to submit this documentation to DBHS; however it must be available as requested during a PATH site visit.

The final report must be submitted within the timeframe specified by CMHS at the end of the annual PATH funding cycle. All reports must be submitted to CMHS in electronic format. Prior to electronic submission to CMHS, a draft copy of the report will be submitted to the PATH Coordinator either electronically or by mail to: PATH COORDINATOR, DIVISION OF BEHAVIORAL HEALTH SERVICES, 305 SOUTH PALM STREET, LITTLE ROCK, AR 72205-4096. The PATH Coordinator shall review all reports and submit to the CMHC any required changes to the report. The corrected report shall then be electronically submitted to CMHS as instructed by CMHS with an electronic or a paper copy submitted to the PATH Coordinator.

CMHC must adhere to the PATH program outlined in the application submitted by the CMHC in response to the Projects for Assistance in Transition from Homelessness Request for Proposal and with the annual intended use plan submitted by the CMHC.

CMHC must complete reporting requirements for the program within the timeframe and in the format specified by CMHS and DBHS.

#### Reports, Plans, and Data Management

In a manner and within timeframes specified by DBHS, CMHC must provide regular and special reports/plans and maintain all records related to the services provided and expenses accrued under this contract.

CMHC must submit client demographic and other data specified by DBHS electronically to DBHS' contracted data management agent service. Data must be reported according to the data fields as defined by DBHS.

CMHC must comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and all regulations pertaining thereto. CMHC must implement office policy and procedures that require recipient health information to be protected in a manner that meets all HIPAA regulations.

CMHC must submit an annual audit that is performed by an independent Certified Public Accountant, meets generally accepted accounting principles and corresponds in form and content to the program-wide budget/cost allocation schedule prepared for each Mental Health Services funded program. All audit reports must be submitted in the required timeframe.

CMHC must submit an annual independent financial and compliance audit that conforms to the "Guidelines for Financial and Compliance Audits of Programs Funded by the Arkansas Department of Human Services". Three (3) copies of all audit reports conducted under these guidelines must be

submitted to the Department of Human Services within one hundred and twenty (120) days following June thirtieth (30th) of each contract year. Submission shall be made directly to the Director of Audits, Office of Chief Counsel (OCC) Audit Section, Department of Human Services, P.

O. Box 1437, Slot 900, Little rock, Arkansas 72203-1437. An Additional copy of the audit must be submitted to FISCAL MANAGER, DIVISION OF BEHAVIORAL HEALTH SERVICES, 305 S. Palm, LITTLE ROCK, AR 72205-4096.

Consistent with DBHS Instructions for Submitting SFY Annual Program Plan, CMHC must submit an Annual Program Plan by May thirtieth (30th) of the preceding contract year. The Plan must in detail describe the CMHC's implementation strategy for delivery of early childhood services as well as other requested information by DBHS.

In a manner and format prescribed by DBHS, CMHC must submit an Annual Special Services and Resource Summary Report by July thirty-first (31st) following the end of the contract year. DHS will withhold payment on the final invoice until this report for this item is received.

All plans, reports, and requests for waivers, must be submitted to the DBHS designated staff member: DIVISION OF BEHAVIORAL HEALTH SERVICES, 305 S. PALM ST., LITTLE ROCK, AR 72205-4096.

Youth Outpatient Therapy Program Consistent with standards and services set forth in the Program Deliverables C and N of the contract, CMHC must provide any clinical, and medically necessary behavioral health services to individuals currently in the custody of the Division of Youth Services (DYS) and residing in a DYS residential facility within Vendor's contracted catchment area(s). These individuals will be located at the following locations:

Arkansas Juvenile Assessment & Treatment Center (AJACT)

1501 Woody Drive,

Alexander, AR 72002

Colt Juvenile Treatment Center (CJTC)

138 SFC 118

Colt, Arkansas 72326-0069

Dermott Juvenile Correctional Facility (DJCF)

878 Gaines Street

Dermott, Arkansas 71638

Dermott Juvenile Treatment Center (DJTC)

1001 Regional Road

Dermott, Arkansas 71638

Harrisburg Juvenile Treatment Center (HJTC)

1800 Pine Grove Lane Harrisburg, Arkansas 72432

Lewisville Juvenile Treatment Center (LJTC)

County Rd 16, Hwy 29 South

Lewisville, AR 71845

Mansfield Juvenile Treatment Center (MJTC)

36 Jonny Cake Point Mansfield, AR 72944

Contractor shall provide any clinical and medically necessary behavioral health services to individuals in the custody of DYS and residing in a DYS residential facility within the Vendor's contracted catchment area(s).

Contractor shall provide behavioral health outpatient therapy services to all youth who have been referred by the University of Arkansas for Medical Sciences (UAMS) and identified as needing mental health services from the DYS Initial Treatment Plan.

Contractor shall provide a clinical evaluation and determination of the client's mental status and current level of functioning in various life domains; and a DSM 5 diagnostic formulation for the purpose of developing a plan of care on all clients referred by UAMS. This service is required prior to provision of all other mental health services with the exception of crisis interventions.

Contractor shall develop a Master Treatment Plan on each client based on the UAMS assessment; the DYS initial Case Plan and the Contractor's mental health evaluation/diagnosis and provide quarterly updates

Contractor shall provide a minimum of one (1) to four (4) individual therapy sessions per month as deemed clinically appropriate. Sessions are didactic face-to-face interaction by a Licensed Mental Health Professional. All sessions shall consist of structured sessions that work toward achieving mutually defined goals as documented on the treatment plan.

Contractor shall provide a minimum of one (1) to four (4) family therapy sessions per month either face to face or by teleconference as deemed clinically appropriate and that work toward achieving mutually defined goals as documented on the treatment plan.

Contractor shall provide offender specific services at the Dermott JTC facility, including without limitation additional group therapy sessions for the identified population deemed clinically appropriate and that work toward the mutually defined goals as documented in the treatment plan, if the Dermott JTC facility is located within Contractor's contracted catchment area.

Contractor shall provide one (1) group psychotherapy session per week; it is a face-to-face intervention provided to a group of clients on a regularly scheduled basis to improve the behavioral or cognitive problems which could either cause or exacerbate possible mental decompensation. All sessions shall consist of structured sessions that work toward achieving mutually defined goals as documented on the treatment plan.

Contractor shall provide one (1) psychoeducational therapy session per week, which may include without limitation: substance abuse prevention, conflict resolution, stress management, suicide prevention, relaxation exercises, etc. All sessions shall consist of structured sessions that work toward achieving mutually defined goals as documented on the treatment plan.

Contractor shall attend, participate and collaborate

Contractor shall provide Care Coordination to assist the client in gaining access to appropriate services and collaboration between DYS, agencies, providers and other individuals necessary to implement the goals identified in the treatment plan. This may include without limitation: court testimony, assisting DYS staff with crisis assessment and discharge recommendations with DYS client staffings and provide updates on clinical treatment and aftercare recommendations.

Contractor shall assist client with interpreter services relevant to the client's continuation in services. Contractor must obtain prior approval from DBHS before performing this service.

Contractor must submit a Youth Outpatient Therapy monthly report as determined by DBHS to DHBS and DYS by the tenth (10th) of the following month.

	Unique Clients	Number of Services	Costs
<b>Fiscal Year-ending 6/30/2016</b>			
Title XX and Self Pay Sliding Scale	120	787	
Forensic Restoration	13	227	
DBHS - MANSFIELD JDC	-	-	
DCFS	45	335	
DHS Substance Abuse Contracts	283	3,370	
Local Acute Care	149	931	\$293,110
CASSP CONTRACT	6	97	
<b>Fiscal Year-ending 6/30/2017</b>			
Title XX and Self Pay Sliding Scale	49	392	
Forensic Restoration	7	152	
Forensic Evaluations		97	\$48,500
DBHS - MANSFIELD JDC	35	688	
DCFS	38	279	
DHS Substance Abuse Contracts	219	3,433	
Local Acute Care	111	489	\$287,081
CASSP CONTRACT	14	100	
<b>Fiscal Year-ending 6/30/2018</b>			
Title XX and Self Pay Sliding Scale	150	1,236	
Forensic Restoration	15	181	
Forensic Evaluations		153	\$65,075
DBHS - MANSFIELD JDC	87	4,050	
DCFS	54	303	
DHS Substance Abuse Contracts	343	4,142	
Local Acute Care	364	1,481	\$477,205
CASSP CONTRACT	10	85	
<b>Six months ending 12/31/2018</b>			
Title XX and Self Pay Sliding Scale	90	826	
Forensic Restoration	9	77	
Forensic Evaluations		139	\$59,225
DBHS - MANSFIELD JDC	49	2,199	
DCFS	27	164	
DHS Substance Abuse Contracts	107	1,586	
Local Acute Care	199	764	\$238,960
CASSP CONTRACT	3	23	

**E.1.D. Provide information on the proposed CEO, Medical Director, and Director of Clinical Services and their direct relevant functional experience over the last five (5) years per selected area, or give an explanation as to why three (3) are not submitted. For each person, please provide:**

- a. Evidence of the qualifications and credentials of the respondent's key personnel.
- b. Resume of the respondent's CEO, Medical Director, and Director of Clinical Services.

**Rusti Holwick, Chief Executive Officer of Western Arkansas Counseling and Guidance Center**

Over the past five years, Rusti Holwick, LPE-I, our CEO has served in several capacities within our organization. She has been our CEO since August 1, 2017. She has provided leadership to our organization and interfaced with community stakeholders. She has engaged in activities related to these responsibilities in all of our catchment areas by traveling and meeting with staff and relevant parties in the community. Prior to being CEO, Ms. Holwick served as our Chief Operations Officer with hands-on, motivational leadership to motivate staff to deliver measureable, accountable, cost effective results to further the agency's mission. She played a lead role in building, implementing, and overseeing all of the organizations systems, processes, workflows and procedures. Earlier, as Clinical Director she provided leadership and management functions for our clinical staff and worked with relevant stakeholders both in our State Government and in the private sector. She was responsible for ensuring successful day-to-day clinical operations and delivery of clinical services across the sites within a 6 County catchment area. Monitored and ensured clinical and operational performance goals optimizing staffing and workflows and policies and procedures. As a CARF surveyor, she assisted with CARF accreditation. Prior to this, she was in charge of quality assurance and improving activities which also entailed her involvement in all counties with regard to quality of documentation and other CQI projects. Throughout the last 5 years, she has been a member of our administrative committee to assist in effective management of our organization. She actively participates in community activities and attends meetings for a variety of organizations in our community.

**Fayz Hudefi, M.D., Medical Director of Western Arkansas Counseling and Guidance Center**

Fayz Hudefi, M.D. has served as our Medical Director for 2 years. In addition to this function in his job duties in these areas, he has provided direct psychiatric services primarily to children for our organization since 2008. These psychiatric activities have involved the effective treatment of children throughout our catchment area. He also serves on our Quality Assurance Committee. He is well known throughout our catchment area and is actively involved in providing services in our community.

**Clayton Mitchell, Clinical Operating Officer of Western Arkansas Counseling and Guidance Center**

Clayton Mitchell, Ph.D., a licensed psychologist, has served as Clinical Operating Officer since 08/01/17. In this capacity, he has assisted in the leadership of our clinical staff. His job duties have also included the improvement of the effectiveness, efficiency and accessibility of our clinical services milieu. Prior to this, he provided management assistance for accessibility and outcome activities within our organization. Dr. Mitchell has also been a member of our administrative committee prior to and over the past five years.

Dr. Mitchell also provides direct clinical services to children and adults in all of our catchment area. His current job description includes traveling to all clinics within our catchment area to provide direct services and improve operational management activities. Dr. Mitchell is also a member of our Quality Assurance Committee. He also actively participates in meetings, trainings and projects involving stakeholders in our state.

**Marla Kendrick, Director of Clinical Operations of Western Arkansas Counseling and Guidance Center**

Marla Kendrick, MS LPC has served as our Director of Clinical Operations since 08/01/17. During this time, she has also been a member of our administrative committee. Marla has actively provided leadership and management assistance to clinical and non-clinical staff throughout our catchment area. She visits our clinics and participates in community interface sessions in all counties. Prior to being Director of Clinical Operations, she provided direct clinical service to children primarily in the Charleston area. She is also a member of our Quality Assurance Committee. She also actively participates in meetings, trainings and projects involving stakeholders in our state.



# Aaron Lynn “Rusti” Holwick

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18710 Highway 45  
Hackett, AR 72937

Phone: (479) 353-0474  
Email: rusti.holwick@wacgc.org

## License & Certifications:

- Independent Licensed Psychological Examiner – Arkansas 97-03EI
- Licensed Alcohol and Drug Abuse Counselor (LADAC)
- Advanced Alcohol and Drug Counselor (AADC)

## Education:

- **University of Central Arkansas**  
Master of Science Degree in Counseling Psychology  
GPA 4.0, August 1992-December 1994
- **University of Arkansas at Little Rock**  
Bachelor of Science Degree – Major: Biology, Minor: Psychology  
GPA 3.4, August 1987-May 1991

## Community Service & Awards:

- **Mercy Community Council – Mental Health Chair - 2018-2019**
- **Step Up Speak Out – A movement to end child abuse**  
Co-Chair of Education Committee – 2012 to Present
- **Practitioner of the Year Award**  
Western Arkansas Counseling & Guidance Center, Inc. – April 2007

## Work Experience:

**Western Arkansas Counseling & Guidance Center, Inc.** **August 2010 to Present**  
Fort Smith, Arkansas

August 2017 – Chief Executive Officer -

April 1-2017 – Chief Operating Officer- functioned in a hands-on, motivational leadership to motivate staff to deliver measureable, accountable , cost effective results to further the agency’s mission. Play a lead role in building, implementing, and overseeing all of the organizations systems, processes, workflows and procedures. Functions included management and creating successful teams, clinical and financial management and regulatory functions as well as business development and marketing and building community partnerships.

June 1, 2015 – Director of Clinical Operations – responsible for ensuring successful day-to-day clinical operations and delivery of clinical services across the sites within a 6 County catchment area. Monitored and ensured clinical and operational performance goals optimizing staffing and workflows and policies and procedures. Assisted with CARF accreditation.

June 2013-2016 – **CARF surveyor**, Commission on Accreditation of Rehabilitative Facilities

November 2012 – Director of Quality & Accessibility – Oversee quality assurance, medical records and accessibility departments; supervise accessibility (front office and intake) staff, medical records staff, and quality assurance staff; Chairperson of the Adult Sub-Committee and Co-Chairperson of the Program Development Committee for the Mental Health Council of Arkansas; and provide individual, family and group therapy and crisis intervention services.

April 2011 – Coordinator of Quality Assurance and Medical Records Librarian – Supervised quality assurance and medical records staff; corresponded with state mental health council and legislators; chairperson of the quality assurance committee; and provided individual, family and group therapy and crisis intervention services.

August 2010 – Mental Health Professional – Provided individual, family and group therapy and crisis intervention services at the University of Arkansas – Fort Smith campus; maintained alcohol and other drug certifications; provided assessment

**Mansfield Treatment Center – Girls**

**September 2009 – December 2012**

Mansfield, Arkansas

Primary Therapist for female clients in a 24 bed facility. Provided individual, group and family therapy; crisis intervention services and care coordination. Maintained alcohol and other drug certifications.

**Daysprings Behavioral Health Services**

**November 2008 – July 2009**

Van Buren, Arkansas

Part-Time Employment

Provided individual, group and family therapy and crisis intervention services to adolescent females and families. Worked in conjunction with juvenile court. Maintained alcohol and other drug certifications.

**Perspectives Behavioral Health Services**

**June 2008 – February 2009**

Fort Smith, Arkansas

Part-Time Employment

Performed initial intake diagnostic evaluations and completed treatment plan. Maintained alcohol and other drug certifications.



**Student Counselor**

Aaron Lynn "Rusti" Holwick

Page Four

Little Rock, Arkansas

Provided individual counseling to adolescents; interacted with groups; and utilized play therapy.

**REFERENCES PROVIDED UPON REQUEST**



## **Fayz Hudefi, M.D.**

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### **CURRICULUM VITAE**

#### **BUSINESS ADDRESS**

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Woodland International Research Group, Inc  
910 Autumn Road  
Little Rock, Arkansas 72211  
Telephone: (501) 221-8681  
Fax: (501) 221-1553

Sparks Medical Center  
1001 Towson Ave.  
Fort Smith, AR 72901  
Telephone: (479) 441-4000

Woodland Research Northwest, LLC  
609 W Dyke Rd  
Rogers, AR 72758  
Telephonic: (479) 927-3000  
Fax: (479) 756-1464

#### **MEDICAL EDUCATION**

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Faculty of Medicine  
University of Damascus

September 1984- September 1991  
Damascus, Syria

#### **PROFESSIONAL EXPERIENCE**

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Medical Director  
Western Arkansas Counseling and Guiding Center

February 2018- Present  
Fort Smith, AR

Medical Director  
Valley Behavioral Health System

February 2017- Present  
Barling, AR

Principal Investigator  
Woodland Research Northwest, LLC

July 2016-Present  
Rogers, Arkansas

Principal Investigator  
Woodland Research Northwest, LLC

2011- July 2016  
Springdale, Arkansas

Sub-Investigator  
Woodland International Research Group, Inc.

2009 - 2011  
Little Rock, Arkansas

Psychiatric Staff  
Western Arkansas Counseling and Guiding Center

October 2008- Present  
Fort Smith, AR

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### **Woodland Research Northwest, LLC**

609 W Dyke Rd  
Rogers, AR 72758  
Telephone: (479) 927-3000  
Fax: (479) 756-1464

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Attending Physician – Geriatric Unit Sparks Medical	July 2015 - Present Fort Smith, AR
Medical Director BOST Human Development Services	May 2013 – Present Fort Smith, AR
Medical Director Oklahoma Treatment Services, LLC – Methadone Clinic	June 2015 – Present Roland, OK
Assistant Professor of Psychiatry UAMS	June 2013 – Present Little Rock, AR
Adjunct Assistant Professor for Family Medicine AHEC Family Medical Center	2009 - Present Fort Smith, AR
Attending Physician Summit Medical Center – Detox Unit	January 2014 – June 2015 Fort Smith, AR
Medical Director Summit Medical Center – Detox Unit	January 2013 – January 2014 Fort Smith, AR
Medical Director – Geriatric Unit Valley Behavioral Health Services	2012 – July 2015 Barling, AR
Attending Physician Valley Behavioral Health System	2006-Present Barling, AR
Staff President Valley Behavioral Health System	2006 – 2014 Barling, AR
Psychiatric Staff Piney Ridge Center	October 2010 – Present Fayetteville, AR
Medical Director Inspiration Geriatric Day Treatment	April 2010- 2013 Van Buren, AR

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**Woodland Research Northwest, LLC**

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Rogers, AR 72758  
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**RESIDENCY TRAINING**

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Chief Resident in Psychiatry Department Oklahoma University Health Sciences Center	July 2005- July 2006 Oklahoma City, OK
Resident in Psychiatry and Behavioral Sciences Oklahoma University Health Sciences Center	July 2002- July 2004 Oklahoma City, OK
General Internal Medicine and Neurology VA Hospital	July 2002-December 2002 USA
Externship in Psychiatry Oklahoma University Health Sciences Center	October 2001- January 2002 Oklahoma City, OK
Externship in Medicine Presbyterian Hospital	July 1998- March 1999 Dallas, TX
Resident in General Surgery Sweida National Hospital	July 1995- January 1996 Syria

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**LICENSURE**

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Oklahoma State Board of Medical Licensure and Supervision (license # 23020)  
Arkansas State Medical Board (license # E-4773)

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**CERTIFICATIONS AND AWARDS**

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Diplomat, American Board of Psychiatry and Neurology

BLS

ACLS

ECFMG: Step I (October 16, 1996), Step II (August 27, 1997), & Step III (October 13, 2003)

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**Woodland Research Northwest, LLC**

609 W Dyke Rd  
Rogers, AR 72758  
Telephone: (479) 927-3000  
Fax: (479) 756-1464



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**CLINICAL RESEARCH TRIALS**

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1. A Phase 3, Randomized, Double-Blind, Parallel-Group, Placebo-Controlled, Fixed-Dose Study Comparing the Efficacy and Safety of 2 Doses (10 and 15 mg) of Lu AA21004 in Acute Treatment of Adults with Major Depressive Disorder.
2. A Phase 3, Long-Term, Open-Label, Flexible-Dose, Extension Study Evaluating the Safety and Tolerability of Lu AA 21004 (15 ad 20 mg) in Subjects with Major Depressive Disorder.
3. Evaluation of Long-Term Safety, Tolerability, and Pharmacokinetics of Cariprazine in Patients with Schizophrenia.
4. A 24-Week, Flexible-Dose, Open-Label Extension Study of Lurasidone for the Treatment of Bipolar I Depression.
5. A Double-Blind, Placebo-Controlled Study of the Efficacy and Safety of CORLUX® (Mifepristone) vs. Placebo in the Treatment of Psychotic Symptoms in Patients with Major Depressive Disorder with Psychotic Features.
6. A Multicenter, Randomized, Double-Blind, Parallel Group, Placebo-Controlled, Phase III, Efficacy and Safety Study of 3 Fixed Dose Groups of TC-5214 (S-mecamylamine) as an Adjunct to an Antidepressant in Patients with Major Depressive Disorder Who Exhibit an Inadequate Response to Antidepressant Therapy.
7. A Multicenter, Randomized, Double-blind, Parallel Group, Placebo-controlled, Phase III, Long-Term Safety and Tolerability Study of TC-5214 (S-mecamylamine) as an Adjunct to an Antidepressant in Patients with Major Depressive Disorder Who Exhibit an Inadequate Response to Antidepressant Therapy.
8. A Phase 3, Long-Term, Open-Label, Flexible-Dose, Extension Study Evaluating the Safety and Tolerability of Lu AA21004 (15 and 20 mg) in Subjects With Major Depressive Disorder
9. A Double-Blind, Placebo-Controlled Evaluation of the Safety and Efficacy of Cariprazine in Patients with Acute Mania Associated with Bipolar I Disorder.
10. A Phase 3, Multicenter, Randomized, Double-blind, Placebo-Controlled Trial of Three Fixed Doses of OPC-34712 in the Treatment of Adults with Acute Schizophrenia
11. A Long-term, Phase 3, Multicenter, Open-label Trial to Evaluate the Safety and Tolerability of Oral OPC-34712 as Maintenance Treatment in Adults with Schizophrenia
12. A randomized, double-blind, placebo-controlled, parallel-group study of Cariprazine (RGH-188) in the prevention of relapse in patients with schizophrenia
13. A Double-blind, Placebo and Active-Controlled Evaluation of the Safety and Efficacy of Cariprazine in the Acute Exacerbation of Schizophrenia
14. Efficacy and Safety of 3-Week Fixed Dose Asenapine Treatment in Pediatric Acute Manic or Mixed Episodes Associated with Bipolar I Disorder

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15. A 26-Week, Open-Label, Flexible-Dose Trial of Asenapine Extension Treatment to PXXXXX in Pediatric Acute Manic or Mixed Episodes Associated With Bipolar I Disorder
  16. A Phase 2, Double-Blind, Randomized, Placebo-Controlled, Two-Period Crossover Study to Evaluate the Efficacy and Safety of NBI-XXXXX for the Treatment of Tardive Dyskinesia in Subjects with Schizophrenia or Schizoaffective Disorder
  17. DMS-5 field trials in Routine Clinical Practice Settings, study to evaluate the feasibility and clinical utility of the proposed modifications to the diagnostic criteria for a broad range of disorder and the feasibility and clinical utility of the cross-cutting and diagnostic-specific dimension measures that are incorporated into the diagnostic scheme for DSM-5
  
  18. A Phase 3, Multicenter, Randomized, Double-blind, Placebo-controlled Trial of Fixed-dose XXXXXX (4, 2, and 1 mg/day) in the Treatment of Adults With Acute Schizophrenia
  19. A Double-Blind, Placebo-Controlled, Randomized Withdrawal Study of XXXXXX for the Maintenance Treatment of Subjects with Schizophrenia
  20. A 12-Week, Multicenter, Open-label Extension Study in Subjects with Schizophrenia
  21. A Phase 2 Randomized, Double-blind, Placebo-controlled Study to Evaluate the Effect of Add-on XXXXXX on Schizophrenia Negative Symptoms
  22. A Phase 1 Open-Label, Multicenter, Single and Multiple Ascending Dose Study to Evaluate Pharmacokinetics, Safety, and Tolerability of XXXXXXXXXXXX in subjects 6 to 17 years old with Schizophrenia Spectrum, Bipolar Spectrum, Autistic Spectrum Disorder, or other Psychiatric Disorders
  23. A Long-term, Phase 3, Multicenter, Open-label Trial to Evaluate the Safety and Tolerability of Oral XXX-XXXXX as Maintenance Treatment in Adults with Schizophrenia
  24. A 52-week, Multicenter, Randomized, Double-blind, Placebo-controlled Study to Evaluate the Efficacy, Safety, and Tolerability of an Intramuscular Depot Formulation of XXX-XXXXX as Maintenance Treatment in Patients with Bipolar I Disorder
  25. A 52-week, Multicenter, Open-label Study to Evaluate the Effectiveness of an Intramuscular Depot Formulation of XXX-XXXXX as Maintenance Treatment in Patients with Bipolar I Disorder
  26. A 12-Week, Phase 3, Multicenter, Randomized, Double-blind, Placebo-controlled Trial of XXXXX Intramuscular Depot (XXX-XXXX, XX XXXXXX) in the Acute Treatment of Adults with Schizophrenia
  27. A 26-week, Multicenter, Open-label, Extension Study of Aripiprazole Intramuscular Depot (XXX-XXXX, XX XXXXXXXX) in Patients with Schizophrenia
  28. Interventional, Randomised, Double-Blind, Parallel-Group, Placebo-Controlled, Active-Reference, Flexible-Dose Study of brexpiprazole in Patients with Acute Schizophrenia
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29. Interventional, Open-Label, Flexible-Dose Extension Study of brexpiprazole in Patients with Schizophrenia
  30. A Phase 3b, Multicenter, Double-Blind, Fixed-Dose, Parallel-Group, Three Week Placebo Controlled Trial Evaluating the Safety and Efficacy of Asenapine in Subjects with Bipolar I Disorder Experiencing an Acute Manic or Mixed Episode (Protocol PXXXXX)
  31. A Multicenter, Double-Blind, Fixed-Dose, Long-Term Extension Trial of the Safety of Asenapine in Subjects Diagnosed with Bipolar I Disorder who Completed Protocol PXXXXX
  32. An Exploratory, Multicenter, Open-label, Flexible-dose Brexpiprazole Trial in Adults with Acute Schizophrenia
  
  33. A Phase 3, Randomized, Double-Blind, Placebo-Controlled, Multicenter Study to Evaluate the Efficacy, Safety and Tolerability of XXX-XXXX (90 mg and 120 mg) as a Treatment in Subjects with Acute Schizophrenia Over 8 Weeks (2 Subcutaneous Doses)
  34. An Open-Label, Long-Term Safety and Tolerability Study of XXX-XXXX in the Treatment of Subjects with Schizophrenia
  35. A Phase 2, Efficacy, Safety and Tolerability Study of XXXX XXXX in Schizophrenia with Alcohol Use Disorder
  36. Phase I-III Chemical Dependency trials, specifically opioid dependency and alcohol dependency (due to confidentiality reasons, protocol specific information not available).
  37. A Phase 3, Open-Label, Safety Study of Lofexidine
  38. A Randomized, Double-Blind, Placebo-Controlled, Multi-Center Study to Assess the Antipsychotic Efficacy of XXX-XXX in Patients with Schizophrenia
  39. A Randomized, Double-Blind, Placebo and Active-Controlled, Multi-Center Study to Assess the Antipsychotic Efficacy of XXX-XXX After 6 Weeks of Treatment in Patients with Schizophrenia
  40. A Phase 2, Randomized, Double-Blind, Placebo-Controlled, Parallel-group, 6-Week Study to Evaluate the Efficacy and Safety of XXX-XXX in Subjects With an Acute Exacerbation of Schizophrenia
  41. A Randomized, Double-Blind, Placebo-Controlled Study to Assess the Safety and Efficacy of XXX-XXXXX in Pediatric Subjects with Tourette Syndrome
  42. A Double-Blind, Placebo and Active-Controlled Evaluation of the Safety and Efficacy of Levomilnacipran ER in Adolescent Patients with Major Depressive Disorder
  43. A Randomized, Double-Blind, Placebo-Controlled, Multi-Center Study to Assess the Efficacy and Safety of XXX-XXX in the Treatment of Agitation in Patients with Dementia, Including Alzheimer's Disease
  44. An Open-Label Safety and Tolerability Study of XXX-XXXXX for the Treatment of Subjects with Tourette Syndrome

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45. A Phase 3, Randomized, Double-Blind, Placebo-Controlled, Multi-Center Study to Assess the Efficacy and Safety of XXX-XXX Monotherapy in the Treatment of Patients with Major Depressive Episodes Associated with Bipolar I or Bipolar II Disorder (Bipolar Depression)
  46. A Phase 3, Randomized, Double-Blind, Placebo-Controlled, Multi-Center Study to Assess the Efficacy and Safety of XXX-XXX Adjunctive to Lithium or Valproate in the Treatment of Patients with Major Depressive Episodes Associated with Bipolar I or Bipolar II Disorder (Bipolar Depression)
  47. An 8-Week Prospective Randomized, Controlled, Double-Blind Trial of the XXXXXXXX XXXXX XX vs. Treatment-as-Usual to Evaluate Efficacy of Assay-Guided Treatment in Adults with Major Depressive Disorder
  48. Safety and Tolerability of Initiating XXXXXXXXXXXXXXX XXXXXXXXXXXX in Subjects with Schizophrenia who are Inadequately Treated with Paliperidone Palmitate (Invega Sustenna<sup>®</sup>)
  49. A Phase 3 Study to Evaluate Weight Gain of XXXX XXXX Compared to Olanzapine in Adults with Schizophrenia
  50. A Phase 3, Multicenter Study to Assess the Long Term Safety and Tolerability of XXXX XXXX in Subjects with Schizophrenia
  51. A Randomized, Double-Blind, Placebo-Controlled Study to Evaluate the Efficacy and Safety of Molindone Hydrochloride Extended-Release Tablets for the Treatment of Impulsive Aggression in Pediatric Patients with Attention Deficit/Hyperactivity Disorder (ADHD) in Conjunction with Standard ADHD Treatment
  52. A Phase 2A Multicenter, Randomized, Double-Blind, Parallel Group, 26-Week, Placebo-Controlled Study of 50 mg and 100 mg of XXXX-XXX in Subjects with Moderate Alzheimer's Disease Currently Treated with Donepezil Hydrochloride and Memantine Hydrochloride
  53. Evaluation of XXX-XXX XX Efficacy and Safety in Children with ADHD - A Double-Blind, Placebo-Controlled, Dose-Ranging Study
  54. A Phase 3 Study to Determine the Antipsychotic Efficacy and Safety of XXXX XXXX in Adult Subjects with Acute Exacerbation of Schizophrenia
  55. A Phase 3, Multicenter Study to Assess the Long Term Safety and Tolerability of XXXX XXXX in Subjects with Schizophrenia
  56. A Phase 3, Multicenter, Randomized, Double-Blind, Placebo-Controlled Study of the Efficacy and Safety of Aripiprazole Lauroxil in Subjects Experiencing Acute Manic or Mixed Episodes Associated with Bipolar I Disorder
  57. A Randomized, Double-Blind, Placebo-Controlled and Delayed-Start Study of XXXXXXXXXXXX in Mild Alzheimer's Disease Dementia
  58. A Randomized, Double-Blind, Placebo-Controlled, Fixed-Dose, 6-Week, In-Patient Study to Assess Efficacy and Safety of XX-XXXX in Subjects Diagnosed with Schizophrenia
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59. A Week 12, Phase 2, Randomized, Double-Blind, Placebo Controlled, Parallel Group Study to Evaluate the Safety and Efficacy of XX-XXXXXXXX in Subjects with Cognitive Impairment Associated with Schizophrenia (CIAS)
  60. A phase 3, Randomized, Double-Blind, Placebo Controlled Study to Evaluate the Efficacy and Safety of Adjunctive XXXXXXXXXXXXXXX for the Treatment of Schizophrenia
  61. A Phase 2, Randomized, Double-Blind, Placebo-Controlled Study to Evaluate the Efficacy and Safety of XXXXXXXXXXXXXXX as Adjunctive Treatment for the Negative Symptoms of Schizophrenia
  62. A 52-Week Open-Label, Extension Study of XXXXXXXXXXXXXXX for the Adjunctive Treatment of Schizophrenia
  63. A phase 2, Multicenter, Randomized, Double-blind, Placebo controlled, Study to Evaluate the Efficacy and Safety of Adjunctive XXXXXXXXXXXXXXX in Major Depressive Disorder
  64. A Phase 1 Study to Evaluate the Effect of Multiple Doses of XXXX XXXX on QTc Interval in Subjects with Schizophrenia
  65. A Randomized, Double-Blind, Vehicle-Controlled, Parallel, Phase II Study to Evaluate Efficacy and Safety of XXX in Patients with Alzheimer's Disease or Vascular Dementia
  66. A Multicenter, Open Label Long-Term Safety Study of XXX-XXXX in the Acute Treatment of Migraine
  67. Phase 3: Double-Blind, Randomized, Placebo-Controlled, Safety and Efficacy, Trial of XXX-XXXX (XXXXXXXXXXXX) for the Acute Treatment of Migraine
  68. A Long-Term Multicenter, Randomized, Double-Blind, Controlled, Parallel-Group Study of the Safety and Efficacy of XXXXXXXXXXXXXXX in Subjects with Insomnia Disorder
  69. A Multicenter, Randomized, Double-Blind, Placebo-Controlled, Parallel-Group Study of the Efficacy and Safety of XXXXXXXXXXXXXXX in Subjects with Irregular Sleep-Wake Rhythm Disorder and Mild to Moderate Alzheimer's Disease Dementia
  70. An Open-Label, Multi-Center Trial to Assess the Safety and Effectiveness of XXX-XXX in Patients with Schizophrenia
  71. Registry of Amyloid Positive Patients for Alzheimer's Disease Drug Research Trials
  72. A Multicenter, Randomized, Double-Blind, Placebo-Controlled, Efficacy, Tolerability, and Safety Study of XXX-XX in Episodic Migraine With or Without Aura
  73. Open-Label Safety Trial of Intravenous Neridronic Acid in Subjects with Complex Regional Pain Syndrome (CRPS)
  74. A Phase IIa, Randomized, Double-Blind, Placebo-Controlled Clinical Trial of the Efficacy and Safety of XX-XXXX using Risperidone as an Active Control in Subjects Experiencing an Acute Episode of Schizophrenia
  75. A Phase 1, Multicenter, Open-Label, Dose-Escalation Trial to Assess the Safety, Tolerability and Pharmacokinetics of Oral Brexpiprazole (OPC-34712) in Adolescents with Schizophrenia or Other Related Psychiatric Disorders

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76. A Phase 2, Multicenter, Randomized, Double-Blind, Placebo-and Active-Controlled Trial of Brexpiprazole (1-3 mg/day) as Monotherapy or as Combination Therapy in the Treatment of Adults with Post-traumatic Stress Disorder
  77. A Randomized, Double-Blind, Placebo-Controlled, Multicenter Study of XXXXXXXXXXXX as Adjunctive Therapy in Major Depressive Disorder
  78. A Randomized, Double-Blind, Placebo-Controlled, Multicenter Study of XXXXXXXXXXXX as Adjunctive Therapy in the Prevention of Relapse in Patients with Major Depressive Disorder
  79. An Open-Label, Long-Term Safety Study of XXXXXXXXXXXX as Adjunctive Therapy in Patients with Major Depressive Disorder
  80. A Phase IIb, Multicenter, Randomized, Multicenter, Double-Blind, Parallel Group, Placebo-Controlled Study to Evaluate the Efficacy, Safety and Tolerability of XXXXXXXXXXXX (XXXXXXXXXX) as Adjunctive Treatment in Patients with Cognitive Impairment Associated with Schizophrenia Treated with Antipsychotics
  81. A Multicenter, Randomized, Double-Blind, Parallel-Group, Placebo-Controlled Study Evaluating the Efficacy, Safety, and Pharmacokinetics of XXXX-XXX Injection in the Treatment of Adult Female Subjects with Severe Postpartum Depression and Adult Female Subjects with Moderate Postpartum Depression
  82. A Phase 2A, Double-Blind, Placebo-Controlled, Randomized Withdrawal Study Evaluating the Efficacy, Safety, Tolerability, and Pharmacokinetics of XXXX-XXX in the Treatment of Subjects with Essential Tremor (ET)
  83. An Adaptive, Phase IIB/III, Multi-Center, Prospective, Randomized, Double-Blind Placebo-Controlled Study of the Safety and Efficacy of Naben<sup>®</sup> (Sodium Benzoate), A D-Amino Acid Oxidase Inhibitor, As an Add-On Treatment for Schizophrenia in Adults
  84. A Phase 3, Double-Blind, Randomized, Multicenter, Placebo-Controlled Study to Evaluate the Efficacy and Safety of XXX-XXX SL Taken Daily at Bedtime in Patients with Military-Related PTSD
  85. A 12-Week Open-Label Extension Study to Evaluate XXX-XXX SL Taken Daily at Bedtime in Patients with PTSD
  86. A Multicenter Randomized, Double-Blind, Placebo-Controlled Study of the Safety and Efficacy of XX-121 as an Adjunctive Treatment for Patients with Major Depressive Disorder with an Inadequate Response to Current Antidepressant Treatment
  87. A Study to Evaluate the Effect of XXXX XXXX Compared to Olanzapine on Body Weight in Young Adults with Schizophrenia, Schizophreniform, or Bipolar I Disorder Who are Early in Their Illness
  88. A Phase 3 Study to Assess the Long Term Safety, Tolerability, and Durability of Treatment Effect of XXXX XXXX in Subjects with Schizophrenia, Schizophreniform Disorder, or Bipolar I Disorder
  89. A Double-Blind Placebo-Controlled, Randomized Withdrawal, Multicenter Clinical Trial Evaluating the Efficacy, Safety, and Tolerability of Cariprazine in the Prevention of
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- 
- Relapse in Bipolar I Disorder Patients Whose Current or Most Recent Episode is Manic, With or Without Mixed Features
90. Multicenter, Randomized, Double-Blind, Placebo-Controlled Study to Evaluate the Efficacy and Safety of Intramuscular Injections of Risperidone ISM<sup>®</sup> in Patients with Acute Exacerbation of Schizophrenia
  91. A Randomized, Controlled, Single-Blind, Multi-Center, Crossover Clinical Study to Characterize Nicotine and NNN Exposure and to Estimate the Amount of Nicotine and NNK Absorbed From a Single Use of Moist Snuff Tobacco (MST) Long Cut Products with Different Levels of Flavor Ingredients in Adult MST Users
  92. A Phase 1, Single-dose, Sequential Cohort, Nonrandomized Crossover Trial to Assess the Pharmacokinetics, Safety, and Tolerability of Oral Brexpiprazole in Children (6 to < 13 Years old) With Central Nervous System Disorders
  93. A Multicenter, Randomized, Double-blind Trial of Brexpiprazole versus Placebo for the Acute Treatment of Manic Episodes, With or Without Mixed Features, Associated With Bipolar I Disorder
  94. A Multicenter, Open-label Trial to Evaluate the Safety and Tolerability of Brexpiprazole in the Treatment of Subjects with Bipolar I Disorder
  95. A Phase 2 Randomized, Double-Blind, Placebo-Controlled Study of XX-XXXX for Essential Tremor
  96. (Phase 3), "A Multicenter, Randomized, Double-blind, Parallel Group, Placebo-Controlled, Monotherapy, 12-Week Study to Evaluate the Efficacy and Safety of 2 Fixed Doses of XXX-XXX in Adult Patients with Negative Symptoms of Schizophrenia, Followed by 40-Week Open-Label Extension"
  97. A Phase 3b, Multicenter, Randomized, Double-blind Study to Evaluate the Efficacy and Safety of Aripiprazole Lauroxil or Paliperidone Palmitate for the Treatment of Schizophrenia in Subjects Hospitalized for Acute Exacerbation.
  98. A Multicenter, Double-Blind, Randomized, Parallel-Group, Active- and Placebo Controlled Polysomnography Study to Evaluate the Efficacy, Safety, and Tolerability of XXX-XXXXXXXXX in Subjects with Insomnia Disorder
  99. A 6-Month, Multicenter, Double-Blind, Randomized, Flexible-Dose, Parallel-Group Study to Compare the Efficacy, Safety, and Tolerability of XXX-XXXXXXXXX versus Quetiapine Extended-Release as Adjunctive Therapy to Antidepressants in Adult Subjects With Major Depressive Disorder Who Have Responded Inadequately to Antidepressant Therapy
  100. A Double-blind, Randomized, Active-controlled, Parallel-group Study of Paliperidone Palmitate 6-Month Formulation
  101. A Randomized, Double-blind, Placebo-controlled Study of XXX-XXXXXX (deutetrabenazine) for the Treatment of Tourette Syndrome in Children and Adolescents

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102. An Open-Label, Long-Term Safety Study Including a Double-Blind, Placebo-Controlled, Randomized Withdrawal Period of XXX-XXXXX (Deutetrabenazine) for the Treatment of Tourette Syndrome in Children and Adolescents
  103. A Multicenter, Double Blind, Placebo-Controlled Study Evaluating The Efficacy, Safety, Tolerability, And Pharmacokinetics of Brexanolone In The Treatment of Adoloescent Female Subjects with Postpartum Depression.
  104. A Double-Blind, Placebo-Controlled, Randomized Withdrawal, Multicenter Clinical Trial Evaluating The Efficacy, Safety, And Tolerability of Cariprazine In A Dose-Reduction Paradigm In The Prevention of Relapse In Patients with Schizophrenia.
  105. A Phase 2b, Randomized, Double-Blind, Placebo-Controlled, Dose Optimization Study to Assess the Safety, Tolerability, and Efficacy of XXX-XXXXX for the Treatment of Pediatric Subjects with Tourette Syndrome
  106. A Phase 2, Double-Blind, Placebo-Controlled, Randomized Withdrawal Study to Evaluate the Safety and Efficacy of XXX-XXXXX in Pediatric Subjects with Tourette Syndrome
  107. A Randomized, Single-Blind, Multi-Center, 2 Way Crossover 14 Day Clinical Study To Evaluate Nicotine Exposire Following AD Libitum Use of Two Moist Snuff Tobacco (MST) Pouch Products Each Over A 7 Day Period In Adult Users.
  108. A Pivotal, Multiple-Dose, Pharmacokinetic Bioequivalence Trial Comparing Generic to Reference Paliperidone Palmitate Extended-Release Injectable Suspension (156 mg/1.0 mL) in Patients with Schizophrenia or Schizoaffective Disorder.
  109. A Multicenter, Randomized, Double-Blind, Placebo-Controlled Study to Evaluate the Efficacy, Safety, and Tolerability of Risperidone Extended-Release Injectable Suspension (XX-XXXXX) for Subcutaneous Use as Maintenance Treatment in Adult Patients with Schizophrenia.
  110. A 40-Week Open-Label Extension Study To Evaluate XXX-XXX SL 5.6 MG Taken Daily At Bedtime In Patients With PTSD.
  111. A Phase 2a, Randomized, Double-Blind, Placebo-Controlled, Parallel-group Study to Assess the Safety and Efficacy of XXXXXXXX as Add-on Treatment for Cognitive Impairment in Subjects with Schizophrenia on Stable Doses of Antipsychotic Medication
  112. A Phase III, Randomized, Double-Blind, Placebo-Controlled, Efficacy, And Safety of Balovaptan In Adults With Autism Spectrum Disorder With A 2-Year Open-Label Extension
  113. Multi-center, double-blind, randomized, placebo-controlled, parallel-group, polysomnography study to assess the efficacy and safety of XXX-XXXXXX in adult and elderly subjects with insomnia disorder.
  114. A Phase I, open-label, multi-centre drug-drug interaction trial to investigate the effects of tralokinumab on the pharmaceutical of selected cytochrome P450 substrates in adult subjects with moderate to severe atopic dermatitis.

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BY SIGNING BELOW, I CONFIRM THAT THE INFORMATION IS CORRECT.

  
SIGNATURE

23. Jul. 2018  
DATE

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Fax: (479) 756-1464

Clayton Mitchell, Ph.D.  
Clinical Psychologist  
Office Address: Western Arkansas Counseling & Guidance Center  
3111 South 70<sup>th</sup> Street  
Fort Smith, Arkansas 72903  
Phone: (479)441-9545  
(479)452-6650

Summary: Experience in vocational, forensic and personal injury evaluation; pre-employment screening; psychological assessment and intervention with adults, adolescents and children; supervision and management functions, workshops, computer programming and research. Undergraduate training in engineering and psychology. Licensed psychologist in Arkansas (Nevada-inactive status)

#### EDUCATION

1979            University of Arkansas, Fayetteville, Arkansas  
(M.A., 1977)    Ph.D. in Clinical Psychology

Accredited by American Psychological Association.  
Specialized in treatment of children and families group process. Course work included consulting, workshops and large group intervention.

1973            Southern Methodist University, Dallas, Texas  
B.A. in Psychology

Systems engineering/computer science major on engineering scholarship most of undergraduate career. Wrote computer scoring routines for personality inventories and optimization computer programs.

#### EMPLOYMENT HISTORY

1982-Present    Western Arkansas Counseling & Guidance Center  
Fort Smith, Arkansas

Director of Primary Care. Evaluation and treatment of children, adolescents and adults; pre-employment screening, supervision and management responsibilities.

1982-Present    Private Practice

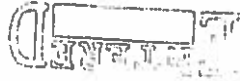
Vocational testing (personality, interest, intelligence, aptitudes), personal injury evaluation.

1980-1982        Private Practice, Oregon and California

Vocational testing, personal injury evaluation, evaluation and treatment of children, adolescents and adults.

- 1980 Western Arkansas Counseling & Guidance Center  
Fort Smith, Arkansas
- Staff psychologist. Evaluation and treatment of children, adolescents and adults; workshops.
- 1978-1979 Commonwealth Psychiatry Center  
Richmond, Virginia
- Internship. Individual, group and family therapy, assessment with children, adolescents and adults. Consultation and workshops.
- 1975-1978 Western Arkansas Counseling & Guidance Center  
Fort Smith, Arkansas
- Clerkship. Assessments and therapy with children, adolescents and adults. 16 hours per week.
- 1974-1975 Student Mental Health Center, University of Arkansas  
Fayetteville, Arkansas
- Clerkship. Individual and group therapy with adults, assessments. 16 hours per week.

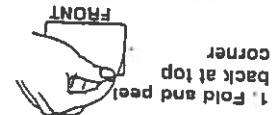
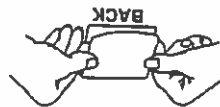
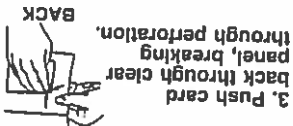
Arkansas Psychology Board  
101 E. Capitol Ave. Ste. 415  
Little Rock, AR 72201



Clayton Mitchell, Ph.D.  
PO Box 10122  
Fort Smith, AR 72917

# IMPORTANT - PLEASE READ

1. Please include your license number on any correspondence to the board office.
2. Notify the board of any name or address change in writing.
3. Report any loss immediately to the board.
4. Please sign and carry the pocket license with you.



Expires: 06/30/2017  
Issue Date: 12/08/1979  
Psychologist License No: 79-35P

IS DULY LICENSED IN THE STATE OF ARKANSAS AS A

Clayton Mitchell, Ph.D.

THIS CERTIFIES THAT

Arkansas Psychology Board  
101 E. Capitol Ave., Ste. 415  
Little Rock, AR 72201-3824  
(501) 682-6167



# MARLA KENDRICK

## OBJECTIVE

## EDUCATION

---

***Graduate: M.S., Counselor Education***

University of Arkansas, August 2002-May 2005. University of Arkansas, Room 324 Graduate Education Building, Fayetteville, AR 72701, 479-575-3119.

***Undergraduate: B.S., Psychology***

University of Arkansas, June 2000-May 2002. University of Arkansas, Room 324 Graduate Education Building, Fayetteville, AR 72701, 479-575-3119.

***Undergraduate: Associates Degree***

Westark Community College, August 1998-May 2000. 5210 Grand Avenue, Ft. Smith, AR 72701, 479-788-7320.

## PROFESSIONAL EXPERIENCE

---

**Director of Clinical Operations**, Western Arkansas Counseling and Guidance Center, 3111 South 70<sup>th</sup> St., Ft. Smith, AR 72917, 479-452-6650, April 2018-Present.

**Clinical Director**, Western Arkansas Counseling and Guidance Center, 3111 South 70<sup>th</sup> St., Ft. Smith, AR 72917, 479-452-6650, December 2017-April 2018.

**Coordinator of Outpatient Services**, Western Arkansas Counseling and Guidance Center, 3111 South 70<sup>th</sup> St., Ft. Smith, AR 72917, 479-452-6650, July 2017-December 2017.

**Licensed Professional Counselor**, Western Arkansas Counseling and Guidance Center, 3111 South 70<sup>th</sup> St., Ft. Smith, AR 72917, 479-452-6650, November 2014-February 2018.

**Licensed Professional Counselor**, Arkansas Counseling Associates; 100 Towson Ave. Ft. Smith, AR 72901, 479-784-9801, June 2009-October 2014. Regional Supervisor was added to my job description in June 2013.

**Mental Health Paraprofessional**, Arkansas Counseling Associates; 100 Towson Ave. Ft. Smith, AR 72901, 479-784-9801, May 2006- June 2009.

**Substitute Teacher**, Greenwood Public School, 316 N. Daisy St., Greenwood, AR 72936, August 2005-May 2006.

**Academic Advisor**, Boyer Center for Student Services, College of Education and Health Professions; University of Arkansas July 2004-August 2005). University of Arkansas, Room 324 Graduate Education Building, Fayetteville, AR 72701, 479-575-3119.

Assisting students in the appropriate curriculum program and guiding them

through the correct courses within their program.

Helping students prepare their schedule of classes each semester and assisting students in achieving the correct courses to graduate.

Teaching two freshman year experience courses in the fall semester.

**Coordinator of the Mandatory Mentoring Program**, College of Education and Health Professions; University of Arkansas (June 2003-August 2005). University of Arkansas, Room 324 Graduate Education Building, Fayetteville, AR 72701, 479-575-3119.

Developing and coordinating the Mandatory Mentoring program for the College. The program is designed to target those students that are on academic warning within the college and to improve the student's academic performance in an attempt to reduce student attrition.

Preparing and presenting workshops and activities designed to promote team-building and to enhance general life and coping skills.

Involved in various projects aimed at increasing college student retention.

### **PROFESSIONAL PRESENTATIONS**

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**Kelly, J.T. & Kendrick, M.M. 2005.** The use of emotional intelligence in improving college student performance and retention. Arkansas Counseling Association (ArCA) Conference, Hot Springs, AR.

**Kendrick, M.M. & Flores, G.A. 2005.** Building a student success model through academic persistence. National Academic Advising Association (NACADA) National Conference, Las Vegas, NV.

**Kendrick, M.M. & Flores, G.A. 2005.** Building a student success model through academic persistence. National Academic Advising Association (NACADA) Regional Conferencej Oklahoma City, OK.

**Newgent, R.A., Kelly, J.T., Kendrick, M.M. 2004.** The SUCCESS project: Secondary school counselors and college retention. 59<sup>TM</sup> Arkansas Counseling Association Annual Meeting, Hot Springs, AR.

### **PROFESSIONAL PUBLICATIONS**

---

**Kelly, J.T., Kendrick, M.M., Newgent, R.A., & Lucas, C.J. (2005).** Strategies for student transition to college: A proactive approach. *Journal of College Student Development* (In Review).

### **REFERENCES**

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**Available upon request.**

**E.1.E. Submit a minimum of three (3) letters of recommendation from ~~five (5)~~ three (3) different sources. Current or previous Clients may not be used as references. DHS reserves the right to contact the references submitted as well as any other references which may attest to the respondent's work experience. Letters of recommendation shall meet the following criteria:**

- a. They shall be on official letterhead of the party submitting recommendation.**
- b. They shall be from entities with recent (within the last three [3] years) contract experience with the respondent.**
- c. They shall be from individuals who can directly attest to the respondent's qualification(s) relevant to this RFQ.**
- d. They shall be limited to organizational recommendations, not personal recommendations.**
- e. They shall be dated not more than six (6) months prior to the proposal submission date.**
- f. They shall include the current phone number, mailing address, email address, title, printed name.**
- g. They shall contain the signature of the individual of the party submitting the recommendation.**

**They shall not be from current DHS employees.**

# Logan County Sheriff's Office

Sheriff Jason W. Massey

**Sheriff's Office & Detention Center**  
508 West Grober Street, Paris, AR 72855  
Phone: (479) 963-3271  
Fax: (479) 963-2215



**Southern District Sheriff's Office**  
461 East Fifth Street, Booneville, AR 72927  
Phone: (479) 675-3718  
Fax: (479) 675-0133

March 11, 2019

To Whom it May Concern:

The Logan County Sheriff's Office supports Western Arkansas Counseling and Guidance Center as the Community Mental Health Center in our region. We have worked with The Guidance Center for many years in providing mental services for our inmates and for the citizens our deputies have come into contact with in the field who are need mental health services. The Guidance Center staff is always willing to help when asked by our agency.

The Logan County Sheriff's Office also uses the Five West Crisis Stabilization Unit in Fort Smith. The Guidance Center was vital in the formation of Five West and The Guidance Center provides the building and staff for the unit. The Logan County Sheriff's Office utilizes this facility by diverting people with mental illness from being housed in our detention center to the Five West unit where they receive mental health services. This is an amazing program that impacts people with mental health issues by getting them help instead of aggravating their condition by housing them in jail which can be a very traumatic experience.

The Guidance Center also trains law enforcement officers in determining the criteria for placement in the Five West unit and other Crisis Stabilization Units. Our agency has utilized these training classes and the training was professional and very useful in interacting with our citizens who have mental health issues.

The Logan County Sheriff's Office has a long history of working successfully with The Guidance Center and we look forward to more success in the future. The Guidance Center has helped so many people in our area and they are making a positive impact in our detention center and with our citizens.

Sincerely,

A handwritten signature in blue ink that reads "Jason W. Massey".

Logan County Sheriff Jason W. Massey





# SEBASTIAN COUNTY SHERIFF'S OFFICE

SINCE 1851

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## Sheriff Hobe Runion

March 11, 2019

To Whom It May Concern:

I write on behalf of the Sebastian County Sheriff's Office in full support of the Western Arkansas Counseling and Guidance Center as the Community Mental Health Center in the Western Region of Arkansas.

The WACGC offers a number of services and programs to patients living with mental health disorders and their families as well as those who would like to positively impact the mental health community. The Guidance Center recognizes that improved quality of life for people living with mental illness comes through support and treatment and believes that no mental health symptoms should be an obstacle to a person's ability to live a balanced and meaningful life.

Our department utilizes the WACGC to evaluate the inmates in our detention center to determine their mental health needs and risk, and then recommending a course of action for the inmate. The center's services are invaluable to our department in providing an approach for the inmate to be able to cope with emotional and mental distress while inside our facility.

The WACGC is essential to the citizens of our community and without their programs and resources; I fear the impact would be devastating not only to our department but to the community.

Respectfully,

*H. Runion III*

Hobe Runion, Sheriff



## David Hudson

Sebastian County Judge  
County Court House  
35 South 6th Street, Room 106  
Fort Smith, Arkansas 72901  
(479) 783-6139  
FAX (479) 784-1550

March 8, 2019

To: Whom it May Concern

From: County Judge David Hudson

Subject: Western Arkansas Counseling and Guidance Center

Western Arkansas Counseling and Guidance Center (WACGC) has a long working relationship to support the Sebastian County Criminal Justice System in the provision of Mental Health Services and supporting the operation of the Sebastian County Jail. WACGC has provided Behavioral Health Services to inmates with mental health issues held in the County Jail by contract since 2011. This continuum of care for inmates with mental illness is an important service for jail operations.

Sebastian County contracted with Western Arkansas Counseling and Guidance Center in 2017 for the location of a Crisis Stabilization Unit to divert those with mental illness from being arrested and booked into Sebastian County Jail to short term treatment of three to four days at the Crisis Stabilization Unit. Sebastian County was the first County in the State of Arkansas to open a Crisis Stabilization Unit under a pilot program initiated by Governor Hutchinson selecting Sebastian County, Pulaski County, Craighead County and Washington County as the four sites for these facilities. The Crisis Stabilization Units received Grant Funds through the County from the State of Arkansas, in the amount of \$1.6 million per year to help offset operating costs. Sebastian County appropriated \$184,000 to remodel a building by agreement with Western Arkansas Counseling and Guidance Center for the location of the Crisis Stabilization Unit.

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.

Sebastian County looks forward to continuing to work with the Western Arkansas Counseling and Guidance Center in the operation of the Crisis Stabilization Unit and in respect to the contract the County has with this organization for mental health services supporting jail operations as well as the Criminal Justice System.

*David Hudson*  
County Judge



**DANIEL SHUE**

PROSECUTING ATTORNEY  
TWELFTH JUDICIAL DISTRICT

SEBASTIAN COUNTY COURTS BUILDING  
901 SOUTH B STREET, SUITE 209  
FORT SMITH, ARKANSAS 72901  
GENERAL OFFICE 479-783-8976

479-784-1554 (Restitution)      479-783-1069 (Victim/Witness)

March 11, 2019

To Whom It May Concern:

I am writing this letter to offer full support of Western Arkansas Counseling and Guidance Center as the community health center in the Western Region of Arkansas. The Guidance Center has been a community partner with the Prosecuting Attorney's Office and Sebastian County for over 30 years. As part of my statutory duties, my office must file petitions with regard to involuntary mental commitments for persons who are homicidal, suicidal, or gravely disabled and we would be unable to do so were it not for the assistance of The Guidance Center. Within the last year, Sebastian County opened the first Crisis Stabilization Unit in the history of the State of Arkansas and it was established at the facilities of Western Arkansas Counseling and Guidance Center. I have personally served as an instructor for the Crisis Intervention Training that has been conducted at the Guidance Center and am scheduled to do so again in the near future. Their leadership in this area is preeminent. I can also state that the Guidance Center has taken a seat at the Sebastian County Criminal Justice Coordinating Committee to offer insight and assistance with the management of the Sebastian County Adult Detention Center. Lastly, an application for a grant to establish a Mental Health Specialty Court in Sebastian County will be made in the near future and the Guidance Center will be a vital partner in that effort. In sum, Western Arkansas Counseling and Guidance Center helps people with severe mental illness and substance abuse issues and I cannot imagine how our community would thrive, much less survive, without their involvement and leadership. Thank you for your kind attention and consideration to this matter.

SINCERELY,

A handwritten signature in blue ink, appearing to read "Daniel Shue".

DANIEL SHUE  
PROSECUTING ATTORNEY

DS:js



301 South E Street  
Fort Smith, AR

3/11/19

To Whom it May Concern,

The HOPE Campus has been in partnership with the Guidance Center since our opening and we could not be happier. The Guidance Center has been instrumental with working with our most vulnerable clients, the homeless. Often, the homeless are suffering from emotional distress or dual diagnosis in which we make an automatic referral to the Guidance Center. The Guidance Center has been able to offer our residence therapy through their programs and they also have the availability of the Crisis Stabilization Unit that has been a huge success for us as well. Feel free to contact me with any questions at all.

A handwritten signature in black ink, appearing to read "C. Joannides".

Chris Joannides  
Executive Director



## *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. 3<sup>rd</sup>, Suites C & D  
P.O. Box 1307  
Van Buren, AR 72957

**Logan County**  
Logan County Courthouse  
25 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  
PolkMena, AR 72855

**Scott County**  
Scott County Courthouse  
190 West 1<sup>st</sup> 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](mailto:justice@ipa.net)



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](mailto: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,

A handwritten signature in blue ink that reads "R. Cole Goodman MD".

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



March 6, 2019

Sheranna Ramey  
Regional Operations Manager  
SpecialCare Hospital Management  
New Vision Service-Baptist Health Van Buren  
East Main and South 20<sup>th</sup> Street  
Van Buren, AR 72956

Arkansas Dept. of Human Services  
DAABHS  
P.O.Box 1437 Slot 5-530  
Little Rock, AR 72203

Dear Sir or Madam:

I am the Regional Operations Manager for the New Vision Service. Our service works with adults who are suffering from substance abuse withdrawal syndrome. We have been located in the Van Buren, Arkansas area for 7 years. We have had the great pleasure of working closely with Western Arkansas Counseling and Guidance since our inceptions in August of 2012.

As I am sure you are aware, patients that suffer from substance abuse disorder often have co-occurring mental health disorders and Western Arkansas Counseling and Guidance center has proven to be an exceptional resource for us to refer patients to for follow up care once they are stabilized from the substance abuse withdrawal.

Western Arkansas Counseling and Guidance provides comprehensive mental health services that are crucial to the people of the River Valley. Their team of clinicians is timely in their care for patients, knowledgeable in their field, and offer a compassion that is unsurpassed.

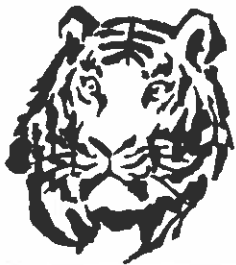
We support their grant request because if successful, this could mean more people in our area would get the mental health treatment that is so desperately needed.

Sincerely,

A handwritten signature in black ink that reads "Sheranna Ramey". The signature is written in a cursive, flowing style.

Sheranna Ramey  
Regional Operations Manager





# 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  
**Shane 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](mailto: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,

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

**E.2.A. Describe your plan to meet all the requirements listed in RFQ Section 2.1 pertaining to the delivery of services in your Region.**

Western Arkansas Counseling and Guidance Center, is at a great advantage having already established an extensive and intricately woven infrastructure for 47 years, since its establishment in 1972, to meet the requirements very similar to those listed in the RFQ. This plan and proposal will define the areas in need of enhancement and/or expansion to meet additional requirements or optional services listed within the RFQ. Specifically Section 2.1 pertaining to this Region, service delivery takes place in Sebastian county, Crawford county, Franklin county, Logan county, Scott and Polk counties. Western Arkansas Counseling and Guidance Center's primary service center campus is located in Fort Smith with many already established buildings and programs. The Van Buren campus with the clinic and learning center buildings is located strategically to be a hub for the span of Crawford County. There is an existing Franklin county clinic. Logan County contains two county clinic sites, specifically in Booneville and Paris. The agency recently purchased additional property to expand our Paris property for additional programming. The Paris clinic is across the street from the local Mercy Paris hospital. There are existing county clinic sites that are well established in Waldron, Scott County; and in Mena, Polk County. The center contracts with the University of Arkansas Fort Smith, having a counseling clinic on the campus. Throughout the entire Region, service delivery will continue to be carried out within school districts in each county. A comprehensive list of current school districts served will be given in the next sections. The agency is continuing to recruit additional clinical staff as we learn weekly of other providers pulling out of school based services. As many of the letters of support from superintendents from school districts across the 6 counties of this Region indicate, there are continued needs for students to be served within the school setting. Many children and families would otherwise slip through the cracks if not identified as needing behavioral health services for behavioral and emotional disturbances in our school settings. Service delivery continues to take place as is already well established within jails throughout the Region. In Sebastian County, clinical staff is present and providing services on a daily basis, 7 days a week, in the adult detention center. Services provided in the adult detention center include therapy for detainees, suicide screenings and disposition. Western Arkansas Counseling and Guidance Center's behavioral health services are provided by licensed mental health professionals, on a 24-hour basis; accessible, co-occurring disorder capable services for any individual with substance abuse and/or psychiatric emergencies. Western Arkansas Counseling and Guidance Center has well established relationships with Sheriff Departments in each county represented in the Region as it has worked proactively over the recent years to develop a network utilizing telemed in addition to face-to-face visits to better and more efficiently execute crisis screening management within the Region. For the purpose of meeting the requirements in this RFQ, Crisis services across the Region will be face-to-face as outlined in the RFQ and will be described in depth further into the response. Western Arkansas Counseling and Guidance Center's philosophy of crisis intervention and stabilization is that all people can recover from mental health and substance abuse related crisis through effective treatment in the least restrictive, convenient, and welcoming environment possible. The Center's staff recognize the importance of how creating a welcoming and calming environment with positive interactions, with both individual and family, can contribute significantly to de-escalation. This philosophy is carried throughout the agency and emphasized in the milieu and environment within Western Arkansas Counseling and Guidance Center's *Acute Crisis Unit*, The Five West Crisis Stabilization Unit serving the 6 county Region. The Five West Crisis Stabilization Unit opened March 1, 2018. Staff shall provide emergency services that are trauma informed and culturally competent. The goal of crisis intervention and emergency services is to intercede on behalf of the person served so that the individual is not at risk of harm to self or others. For each County within the Region, licensed mental health professionals from the specific regions as well as identified licensed mental health professionals and Registered nurses and Advanced Practice nurses under the direction of a physician on the crisis team from Sebastian County are available and assigned to provide services through a *Coordinated and collaborative crisis response mechanism* which meet and exceed the requirements of the RFQ for quality and timely face-to-face interventions, triage, stabilization and follow up; which will be described in greater detail in the next section. Community relationships in each of the 6 counties of Region 5 have been established and a collaborative work history allowing for the presence of Western Arkansas Counseling and Guidance Center staff to be strategically placed and have a presence within the communities of the Region such as in courts (both juvenile and adult), jails, schools, crisis centers, child advocacy center, cancer support center, primary care clinic, wellness

centers, college, Housing areas for underserved and low income, group homes and facilities housing foster care children, and homeless shelters to name a few.

The organization is accredited by The Commission on Accreditation of Rehabilitative Facilities, CARF; and its programs are certified through DQSPA and Office of long-term care accordingly. The agency holds a current Outpatient Behavioral Health Agency Certification from DHS in all sites listed within the Region. The agency holds a non-profit status as required by Arkansas Code Annotated (ACA). All health and safety considerations are met and inspected on a regular basis according to Federal and state and accreditation requirements. Trainings for Crisis Prevention Intervention and other competency based training is in place to ensure competency based skills are monitored and ensured. The leadership of the organization is made up of individuals well vetted with extensive experience in their particular area of expertise and responsibilities.

Western Arkansas Counseling and Guidance Center is incorporated and is a private, non-profit, 501c organization under the direction of a regional citizen's Board of Directors comprised of up to 14 representatives of the six counties within the Region. The organizational structure of leadership and function as seen in the organizational chart is a hierarchical arrangement of lines of authority, communications, and duties indicating different levels of management and functional areas in order to effectively carry out the mission. The agency has an outlined mission with values in order to guide the work and goals giving us a clear path for the purpose, motivation and inspiration and passion to carry out the mission with excellence. The agency has a set of policies and procedures in place that are CARF approved. The agency promotes a culture of compliance to all Federal and State laws, rules and regulations regarding Client care, services and personnel requirements. The agency has an evolving and dynamic process of strategic planning, working with stakeholders, including persons served. The agency works to advocate for the clients served and their rights. The agency strives to be financially responsible and solvent, conducting fiscal management in a manner that supports the mission. The agency undergoes an Independent external annual audit. The agency promotes the use of a wide array of comprehensive and quality behavioral health services and use of Evidence based practices with efforts to ensure fidelity to those models. Performance and analysis of outcomes and the use of data driven decisions are a part of the innovative program development process.

The agency employs 257 employees to carry out it's the mission and work. The leadership consists of the CEO, Clinical Operations Officer, Director of Clinical Operations, Director of Quality and compliance, and Chief Financial Officer. There is a Medical director who is very involved in patient care and oversight. This infrastructure contains 67 fulltime licensed mental health professionals, mastered degreed, 14 part-time licensed mental health professionals and 2 contract licensed mental health professionals, 10 medical providers (psychiatrist, physicians, DAPRN, and APRNs), 71 Qualified Behavioral Health Professionals, QBHP, bachelor degreed, family support partners, Peer support, others include medical records, billing, insurance, accounting, quality, compliance, marketing, information technology, human resources, nursing, and county service representatives and other customer service and janitorial, maintenance staff. All of the requirements will be met by utilizing and/or enhancing our current infrastructure of programs and multidisciplinary network. The agency holds the ability and commitment to provide services to the Priority population and of all in need of services within the Region. The agency leases space to an onsite pharmacy and provides appropriate and necessary medications to Clients including injectables. Many times the agency and medical staff will provide injectables and are given to those without the means to pay for their injection. The agency will provide medications to those without the ability to pay when deemed appropriate and medically necessary. The agency has medications in an E-Kit at the Crisis Stabilization Unit. The agency is working with the Arkansas Community Corrections on Vivitrol injections to help promote and enhance chances of success for persons re-entering our communities. The agency provides medically necessary services under OBHS and follow general rules and regulations required by the Division of Medical Services, for Medicare and Medicaid. The agency also credential with private commercial insurance carriers and works to help those persons uninsured to find insurance or the appropriate coverage for that individual. The agency and its providers are credentialed with private and commercial insurance carriers, Medicaid, Medicare, Tricare and holds grants and additional contracts for service provision. Western Arkansas Counseling and Guidance Center is credentialed with all PASSE entities.

The first mentioned role to *help clients transition from the Arkansas State Hospital (ASH) to the community* is a transition the agency has performed over the course of its existence. The discharging

source will directly contact a The Forensic Coordinator also known as the agency's Criminal Justice Liaison, to ensure the Intake appointment for the post-hospital discharge appointment is made directly and within the time frame to be seen by a Licensed Mental Health Professional. This will be a scheduled appointment, not a walk-in appointment. The Forensic Coordinator will contact one of the county service representatives working in the county of need. The Forensic Coordinator is trained as a Qualified Behavioral Health Professional, bachelor degreed and working in the Forensic Outpatient Restoration Program, FORP. The emphasis of any and all Intake evaluations is to ensure the person seeking help are able to access the appropriate array of medically needed services to best help them reach their greatest potential to be productive members of society and to enhance their quality of life. Many times a holistic, innovative and WRAP approach is needed utilizing natural supports when appropriate. Programs for *Forensic Outpatient Restoration* and the staff are already in place and very successfully working to assist ASH with a solid network with strong working collaborative and good communication mechanisms. The infrastructure has been successful in establishing a safety net for those persons with severe and persistent mental illness no matter where they enter or intercept the system. Western Arkansas Counseling and Guidance Center's relationships with local and state agencies help create a network to better help those who are unable to help themselves. The county service representatives and clinical coordinators for the areas within the region are key to assisting and facilitating requests for client outreach, assistance in meeting basic needs possibly with the aid of a Qualified Behavioral Health Provider, QBHP. This is a very similar system as our plans for re-entry teams to help those persons re-entering the community from incarceration. Peer support persons are rather new to the center and will be expanded in utilization for better community outreach. The agency plans to recruit; hire and train additional team members in the peer support specialist role in order to better meet the demands within the community to include assertive outreach, peer supports to work to help the agency provide a warm welcome to persons in need and adhere to the philosophy of "no wrong door". Western Arkansas Counseling and Guidance Center is present in a number of *alternative community settings* for example, The HOPE campus, homeless shelter, The Good Samaritan Clinic, Children's Emergency Shelter, Young Home, Maggie House, Boys Shelter, Girls Shelter, Division of Youth Services in Mansfield, County jails, Lavaca Primary Care Clinic, Wellness Centers around the Region, Nelson Hall Homes (low income housing), crisis centers, colleges and jails to name a few. Western Arkansas Counseling and Guidance Center, recently entered into a collaborative relationship with 100 Families Program to commit to helping people go from crisis to career. This program is geared to help with re-entry issues, but is appropriate for any individual or family in crisis to better forge a pathway for reaching greater potentials for sustained success. Efforts are aimed at reducing recidivism. The agency is involved in the Restore Hope initiative, works with ACC, U.S. Probation and Parole and on re-entry issues at local, state and federal levels. Western Arkansas Counseling and Guidance Center's *Family support partner*, FSP, is extremely busy and there is a clear need to recruit and retain addition FSPs. The Family Support Partner service is an OBHS Tier 2 and Tier 3 service that is provided to the parent or caregiver of the youth receiving services. The FSP is a legacy family member with lived experience as the caregiver of children or youth with behavioral healthcare needs. The FSP provides individualized peer – to –peer support to parents or caregivers to address the identified needs of the family. An FSP may assist in a variety of areas including: household management, child rearing strategies, individual and/or family advocacy, social support, self-care techniques, educational support systems advocacy, securing resources and developing a natural support system. The FSP can also assist families with appropriate communication and navigation of youth serving systems. The service is individualized based on the needs of the family and ultimately the goal of the FSP is to empower the family to recognize and utilize their strengths in a manner that results in recovery and resiliency.

The agency has a *well-coordinated crisis team* to provide comprehensive and well coordinated crisis services such as mobile screenings, assessment, intervention and stabilization and follow up. The agency is working in an innovative manner to better establish a more state-wide coordinated system in partnering with the other Community Mental Health Centers, CMHCs for an improved crisis system. Western Arkansas Counseling and Guidance Center has an acute crisis unit, crisis response and intervention/stabilization services and is in the early discussions of possible provision of medical detoxification, both ambulatory and/or through the crisis unit in the future. Partnerships in addition to our QBHPs work with supportive services of addressing housing needs, employment and ensure linkage and assistance in accessing the appropriate and medically necessary behavioral health services, and more holistically linkages to medical or other services as needed. A great deal of this work is demonstrated



within the *Adult Day treatment* models found in this Region. The primary Adult Rehabilitative Day Treatment operation, located on the Fort Smith campus 5 days a week as well as Booneville and Paris one day a week; demonstrates the ability to assist persons in mental health and co-occurring capable treatment with a continuum of care provided to recovering individuals living with a behavioral health/mental illness in the community. Treatment services include assisting the client with daily living skills, and supportive services in meeting the population needs, educating and assisting the individual with accessing supports and services to help them learn and become empowered to retain or improve education, job skills, independent living skills, and abilities to maintain a household and budget and maximizing self-sufficiently. These activities are person-centered, family centered, recovery-based, and culturally competent, provide needed accommodation for any disability and have measurable outcomes. The programs work to assist persons served with daily living skills, assist and promote independence and *supportive housing, employment* and illness management with *peer support services* already in place. This is an opportunity for our treatment team to monitor the stability of those persons with more chronic illnesses who need a great deal of support in illness management and daily living. *Consumer Council* is a large part of the day treatment program and it's consumer leaders and members are very proud of their efforts and accomplishments.

Members from these programs tend to be the leaders of the Consumer Council programs. The personal stories from these individuals are great reminders of why we do the work we do. They are true, heartfelt and sown with hard-learned experiences of a lifetime in dealing and living with sometimes chronic mental illness. These environments create a safe haven for persons to relate, look to support and discover a rock of a foundation to an otherwise often unstable inner world and outer world too often met with stigma and judgment. It's worth every minute of hard work, when you hear a person share their story and hear they no longer want to die. They have found a place to be accepted and the means and ways to be productive citizens.

The agency recently applied for *Partial Hospitalization* for more intense needs of individuals who may need a step down from the Acute Crisis Unit and may not be quite ready for the lesser restrictive level of Adult Day Treatment program. These programs provide an intensive nonresidential, therapeutic program. The program may be a stepdown from acute care or inpatient residential program and may also work to avert an acute placement. The location and facilities are already in place for the proposed PHP programming for adults in Fort Smith on the main campus on South 70<sup>th</sup> Street. The child and youth Partial Hospitalization Program proposed programs will be located at existing facilities at the Learning Center on Oak Lane in Van Buren, AR. Staffing of these programs is already in place and working for Western Arkansas Counseling and Guidance Center. The agency plans to establish a program that previously existed, specifically a *Clubhouse or Drop-in model* for clients with serious mental illness. There will be no additional cost to implement these programs given the existing infrastructure. Western Arkansas Counseling and Guidance Center is exploring the possibility of establishing a Partial Hospitalization program in Paris, AR. This would require additional office space and recruiting additional staff. This is an option being explored to better serve youth in Logan and Franklin Counties. The Booneville clinic and Paris clinic also operates rehabilitative day treatment.

Our front office personnel, business office, insurance and billing staff are educated and trained on how to help persons served check for eligibility and in turn, sign up for Medicaid, Medicare, insurance or disability or other programming, depending on their situation and circumstances. Our teams are skilled and knowledgeable of the PASSE entities and engage well with the state contracts we currently hold and/or other contracts and agreements to help serve our clients. Staff ensures they utilize contracted funds as the *payor of last resort* as this is part of training and billing ongoing training. Western Arkansas Counseling and Guidance Center aims to provide the most effective and medically necessary services in the least restrictive setting for all clients utilizing evidenced based approaches. Outcomes are also significant as we have implemented the DLA-20 and plan to further adhere to implementation guidelines in order to better determine outcomes and establish reporting of accurate and reliable data for data driven decision making abilities.

The procedures and workflow is already in place for members of the crisis team to complete *SPOE* required forms when adults in the Region are appropriate for ASH. The crisis team members also have a system, training and procedures in place for performing and documenting *SPOA* when a screening/assessment requires an acute hospitalization. A mechanism is in place between the Crisis team, the Crisis coordinator and the billing and accounting and reporting persons to ensure appropriate

pathways are in place and approvals for bed days, billing and invoicing and processing. The crisis team as well as other clinical staff work to place persons within the least restrictive level of care as safety will allow and based on medical necessity.

The center offers a 24/7 crisis after hours emergency line. Licensed Mental Health Professionals located in each county of the Region are on call to respond to a *mobile crisis*. The call is responded to within 15 minutes and the person is seen within 2 hours, unless there is a necessity for a more appropriate yet timely agreed upon time, if the distance or circumstances are required by the referring party. Medical providers under the direction of a psychiatrist are on-call as well 24/7 to include DAPRNs and APRNs. The staff at the Five West Crisis Stabilization unit will also be utilized as they are working 24/7 with RNs and have access to on-call physician 24/7. The unit is under the direction of a physician. Plans for *crisis mechanisms for Region 5* will go well beyond the minimum requirements for the RFQ, because as a CMHC, which has been our identity for over 47 years, it's our mission to care for this very high risk and vulnerable population. All too often individuals fall through the cracks with silos, those barriers that are often met. Western Arkansas Counseling and Guidance Center will work with other CMHCs to develop the most efficient and innovative coordinated network to address behavioral health crisis. Research is being examined such as innovation in New York City, San Antonio, TX and Oklahoma on outcomes of newly launched pilots in crisis mechanisms. Although central call lines are a strong consideration, some states are abandoning the use of Central call lines such as 211. Not all central call lines have proven successful. It would be suggested the clinical directors from each CMHC work on a Program Development committee of the Mental Health Council of Arkansas to determine the most successful mechanisms in place internationally and create a venue for innovation for the state of Arkansas. *Warm lines* will be established utilizing the CSU appropriately trained and credentialed staff is available 24/7. Enhanced technology, a platform out of the UK called Swymed is being utilized in a pilot currently underway in Sebastian County to help with mobile triage and utilizing tablets in patrol cars to aid in jail diversion in coordination with the CSU/ACU. The Symed platform has been utilized primarily in ambulances or homes for stroke or primary care. Its premise is to enhance connectivity for a video imaging when cell service or wifi connectivity is normally preventative. Another platform being considered with the use of the local ACU/CSU, is an electronic medical platform that allows for interoperability of electronic medical record systems with hospitals, jails, psych hospitals to share information on individuals who may be frequent utilizers of the system to aid in crisis triage, intervention and stabilization assessment and needs determination. This is being explored by the parties involved in Crisis stabilization units for the purpose of jail diversion.

Western Arkansas Counseling and Guidance Center offers a *continuum of care for persons across the lifespan*, throughout the Region. Program availability and clinical expertise throughout the agency, allow for persons from birth to the elderly to be provided Western Arkansas Counseling and Guidance Center's wide array of programs and various levels of programming to allow for a broad continuum of care from outpatient, school based, community based and more intensive; intensive outpatient, partial hospitalization, child/adolescent or adult day treatment, adult Intensive day treatment, adolescent and adult Substance abuse and/or Co-occurring programming, community re-integration for juveniles in the foster care system, Therapeutic foster care treatment provided in therapeutic foster homes, and a crisis stabilization unit/acute stabilization unit. Western Arkansas Counseling and Guidance Center will subcontract with programs such as therapeutic communities and adult substance abuse residential treatment. Western Arkansas Counseling and Guidance Center is exploring the possibility of opening a *therapeutic community program* in partnership with the HOPE campus, the local homeless shelter in Fort Smith. The center is exploring the possibility of collaborating with the HOPE campus on a *Sobering Center* as well.

The center has been conducting thorough *Forensic Outpatient Restoration Services* to all 6 counties in the Region since inception of the FORP program in 2012. The center contracts with a psychologist for the completion of needed *forensic evaluations*.

Although Western Arkansas Counseling and Guidance Center has always responded to psychiatric crisis that presented within the catchment area, the establishment of the Crisis Stabilization Unit under Act 23 and the efforts that lead up to it's creation, changed the course and direction and emphasis on better addressing and navigating the waters when it comes to how one effectively navigates our world when having a behavioral health crisis or near crisis. Western Arkansas Counseling and Guidance Center's Leadership participated with County and state government, The Arkansas Sheriff's Association, Mental Health Council of Arkansas, Association of Arkansas Counties in it's work with the Council of State

Government on Justice Reinvestment efforts. These efforts created momentum and energy for the creation of Act 423 signed in by Governor Hutchinson to better serve people with mental illness and to implement criminal justice initiatives. For Western Arkansas Counseling and Guidance Center, this propelled leadership and the treatment team to seek and acquire knowledge and create an innovative dynamic platform to create and grow programming to create a system with alternatives for a more successful coordinated delivery network. Western Arkansas Counseling and Guidance Center participates in the Criminal Justice Coordinating Council and has made great strides in impacting the criminal justice system and diverting persons with behavioral health issues from jail and into treatment. The collaboration has included integrating work with law enforcement, courts, individuals from the judicial system, mental health and substance abuse services of Western Arkansas Counseling and Guidance Center and community stakeholders, primary care and working with purposeful communication venues to create a Crisis Stabilization Unit, train law enforcement in Crisis Intervention training, better screen for MH and SA issues in our Regions' detention centers and among law enforcement. We are planning to expand this to include fire department and EMS staff. Efforts *aim at reducing hospitalizations, emergency room visits and jail bookings*. As noted we plan to explore the establishment of a sobering center with the HOPE campus. Aftercare planning and the need for a Mental Health court are also in the works. We experience case after case of persons who fail for many reasons to adhere to medications and decompensate, increasing problems for the person, their families and the community. *Mental Health court* and a community based treatment approach will help this greatly. Judge Annie Powel Hendricks, willing to preside over a Mental Health court, county judge, Judge David Hudson and prosecutor, Dan Shue plans to implement a mental health court in partnership with Western Arkansas Counseling and Guidance Center's treatment team. Western Arkansas Counseling and Guidance Center's multidisciplinary treatment team is already in the process of training in Mental Health First aid trainings, Moral Reconciliation Therapy and Assertive Community Treatment all of which are can provide therapy and services that are co-occurring and trauma informed. Site visits to San Antonio, Texas and Sepulpa, Ok give us creative ideas for planning. The agency is participating in a study currently with the National GAINS center to help our community for use of the Intercept model. Peer support is another aspect we plan to enhance as we foresee the need for greater community presence with persons trained in peer support for both mental health and substance abuse. Western Arkansas Counseling and Guidance Center is licensed by DHS as an Alcohol and Other Drug Abuse Treatment Programs provider. Our multidisciplinary team believes in an integrated model of care with a primary goal of improving the lives by providing hope and healing to individuals, families and communities we serve using evidence based practices as we walk with clients down their chosen pathway to a desired lifestyle and increase chances of recovery. The agency has arranged for the medical staff to become providers for *Medication Assisted Treatment*. Our medical director already holds the APA approved certification and XDEA number. We are processing this currently through The Substance Abuse and Mental Health Services Administration, SAHMSA, for Arkansas state approval. As for adolescents, Western Arkansas Counseling and Guidance Center has been a reputable treatment provider in this Region for co-occurring issues. The adolescent multidisciplinary treatment team is very passionate about our youth. We work closely with probation officers and courts within each county as well as DHS/DCFS to help find pathways for adolescents with co-occurring issues. We often meet with judges and stakeholders to stay informed and understand the needs of the children and families in our Region.

Western Arkansas Counseling and Guidance Center plans to expand upon the formation of a local behavioral health and *community resource directory*. The agency will establish in each main clinic/campus a resource room containing not only a resource directory, but also information to include pamphlets, flyers, and other informational items for the persons served and the community. The Fort Smith Campus' Day Treatment program is very proud of their Consumer Council group and its efforts. This group and the staff will maintain a Resource Room and will plan a Community Calendar of events in order to advocate and work with local groups such as NAMI to help educate the public and peers of community resources and issues impacting behavioral health for the community.

The Van Buren (Crawford County) Learning Center shares its space with the Hamilton House Child Advocacy Center's Resource Center. Western Arkansas Counseling and Guidance Center will also work

to partner further with The United Way as they have created a resource directory in the past and will work to establish a more extensive directory through partnership. A collaborative relationship will allow for this Resource Center to be a cooperative and linkage to provide the community with resource information. The agency plans to have within each county clinic a resource area and specialist to make available current and relevant information and resources for persons within the community. Again, the center's staff will be tasked with the creation and maintenance of a Community Calendar, which will contain monthly campaigns, promotions and /or any relevant information and events available to the community as it relates to behavioral health. Social media will be a part of this community calendar as it's a vehicle that reaches an astoundingly high number of individuals in the communities we serve. Available resources, hours of operation, contact information, and how to access the agencies services, including crisis services will be publicized. The Crisis team of the organization is currently working on ideas to better publicize the crisis number and make this pathway a better-recognized pathway for our area and potentially state wide.

Memorandum of understandings and business agreements are already in place as well as the infrastructure to support relationships with each court within the region and a forensic evaluator. Western Arkansas Counseling and Guidance Center works closely with the state and case workers monitoring those persons in the 911 program.

Western Arkansas Counseling and Guidance Center as a CMHC will utilize existing infrastructure and will outline the manner in which it plans to expand and/or enhance that infrastructure to more extensively design and implement community support programs within the Region.

Western Arkansas Counseling and Guidance Center's philosophy of "no wrong door" allows for anyone to intercept or enter our services or support no matter by what path. Western Arkansas Counseling and Guidance Center wants the confidence within our communities to have the knowledge if someone comes to us by whatever means, they can be assured that person/family was taken care of once they have been touched by our agency. As a CMHC it's the organizations mission to provide community-based care for anyone in need, including those without insurance, the underinsured, and ASH-related clients, and actively work to divert individuals with severe behavioral health illness from the revolving door of hospitalization, jail and/or the emergency departments. From birth across the lifespan, the agency is equipped with the personnel, the locations and facilities with skill, experience, knowledge and compassion to carry out this mission across Region 5.

Think tanks and innovation groups meet to identify needs and creative ways to meet the needs of our community. Recently, with the crisis in having high numbers of children in the foster care system in our area led to our staff creating a child response crisis team who underwent training on stabilization and intervention to be better equipped to stabilize the foster family or placement when crisis occurs. The goal was to avert hospitalization for the youth. The agency staff called meetings with local and state DCFS personnel for communication and further needs assessments. A recent meeting with Comprehensive Juvenile Services raises the need for greater access to youth with sexual deviant behaviors. The agency works to engage it's communities in the counties of Region 5 and engage its stakeholders.

The focus of the CMHC is indeed on Recovery-oriented Treatment and embraces SAMHSA's model as a "process of change through which individuals improve their health and wellness, live self-directed lives and strive to reach their full potential." Services and support are already established and will continue to enhance service provision through our licensed and certified professionals and paraprofessionals, peer mentoring and support services and providing or hosting community and local group and support groups to meet the varied needs of the diverse population. Collaborative work with local homeless shelters, youth groups and faith based communities are rich in need and allow for outreach and community presence.

The CMHC has worked closely with the state of Arkansas and the Arkansas State Hospital in its efforts to address the bottle neck that was occurring with persons on a waitlist for admission to or discharging from ASH or waiting for competency to be determined and/or the 911 status persons in the

system. Western Arkansas Counseling and Guidance Center will utilize the existing trained staff already in place across the Region as relationships with stakeholders and the network is in place and appears to be working well. Our criminal justice liaison and Forensic Restoration trained personnel as outlined in an upcoming section of the bid response has extensive experience in working with this system.

**Highlights of Western Arkansas Counseling and Guidance Center Services (03/01/2018 – 02/28/2019)**

**Services Provided: 117,633**

**Persons Served: 6,190**

**Jail Services: 1934**

**Mental Health Crisis/ER Screenings: 2990**

**Substance Abuse Screenings: 2274**

**CSU Assessments: 869**

**E.2.B. Describe your capabilities to provide appropriate services by telemedicine, and how your telemedicine services will meet state and federal requirements to ensure security of client information remains within HIPAA and other confidentiality-related guidelines.**

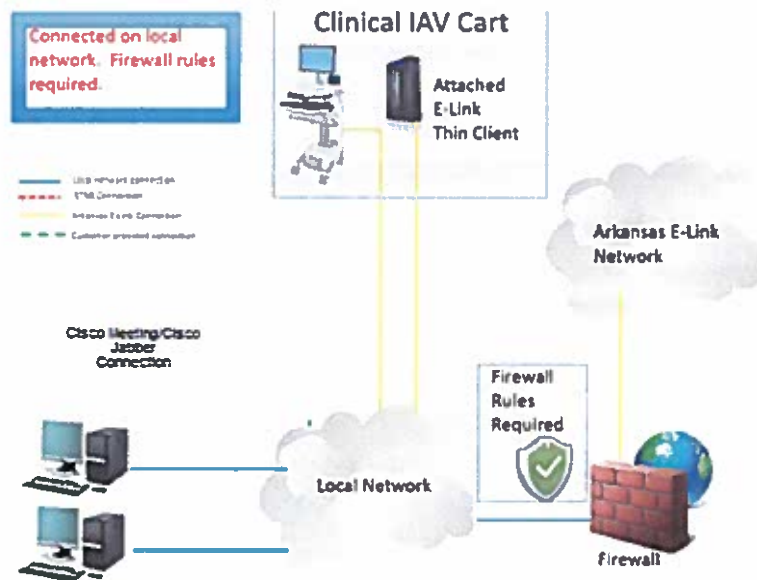
The Western Arkansas Counseling and Guidance Center is partnered with Arkansas e-Link to provide appropriate services by telemedicine. All telemedicine services meet state and federal requirements to ensure HIPAA-compliant security and encryption along with meeting other confidentiality-related guidelines. Western Arkansas Counseling and Guidance Center has telemedicine capability at each office location to help improve the speed and efficiency of care and to reduce the need to transport clients or staff. This includes access to over 1,000 healthcare and education sites throughout Arkansas. Around-the-clock (24/7) access to remote technical support is included with our telemedicine services to ensure availability. This telemedicine network has been utilized across all 6 counties in Region 5 for a number of years. The center plans to initiate the use of a "virtual waiting room" once this feature is available to better coordinate service accessibility Region wide.

**PREREQUISITES:** SITE will have required hardware and operating systems, including supporting provided equipment. Requirements are listed follows:

1. **Internet Connection:**  
Broadband Internet connection with a recommended bandwidth of 768 kbps upstream and downstream. A 720p HD call will require approximately 1.2 Mbps upstream and downstream.
2. **HD Webcams:** built-in or external; HD webcam is required on both ends for access in HD.
3. **Software prerequisites:**
  - a. **Windows:** Windows 7, 8, or newer with:
    - OpenGL 1.2 or newer
    - For 720p HD calls, Intel Core2Duo @ 1.2 GHz or better
    - For VGA calls, Intel Atom @ 1.6 GHz or betterWebcam (built-in or external; you'll need an HD webcam for the other side to see you in HD)
  - b. **Mac:** Apple Intel x86 processor computer, running OS X 10.6 (Snow Leopard) or newer, with:
    - For 720p HD calls, Intel Core2Duo @ 1.2 GHz or better
    - For optimal performance, we recommend Intel Core2Duo @ 2 GHz, with 2MB L2 cache per core

**EXPLANATION: SECURE Cisco Meeting CONNECTIONS**

Cisco Meeting connects to the Arkansas e-Link Network through a site's existing internet. Once the site logs on to their cisco meeting account, it connects to the VCS server located at UAMS\e-Link where it encrypts any data/video transmitted from that account. There are 2 VCS servers and 1 Cisco Meeting server located on the Arkansas e-Link Network. One is for internal network connections and the other is for external connections.



EXAMPLE: Cisco Meeting is currently being used by the Trauma Network for hand trauma consults. The consultants (physicians) are using Verizon-enabled iPads and connecting using cellular data to view hand trauma patients remotely.

### What is Arkansas e-Link?

Arkansas e-Link continues to work with facilities around the state. Since the completion of the Broadband Technologies Opportunity Program Grant, we have been working with each eligible site to sign them up for broadband assistance through the FCC Health Care Connect Fund, creating the Arkansas e-Link Consortia. As a member of the consortia and a participant in the Health Care Connect Fund, sites receive financial assistance for broadband connectivity and/or network equipment costs. Arkansas e-Link is a consortium of hospitals, clinics and education facilities positioned to implement and operate advanced telehealth systems more effectively and for a lower cost than providers operating individually. Arkansas e-Link is focused on bringing a single, statewide broadband health network to Arkansas. <http://www.arkansaselink.com>

### What is the Arkansas e-Link Network?

The Arkansas e-Link Network (e-Link) provides HIPAA compliant encryption to those who link in through the network to provide telehealth. The network is managed and operated at UAMS and consist of over 500 healthcare and education sites with over 1200 endpoints on the network.

### Medicaid Guidelines

Requirements for clinics/physicians:

- **Equipment:** Must have a screen size no less than 20 inches diagonal. Video equipment/Software must have the ability to dial H. 323 via IP or E.164 and connect through the e-Link Network to UAMS video infrastructure equipment for firewall registration. (Desktop clients such as Skype, ooVoo and iChat are proprietary and do not have the ability to connect to UAMS.) UAMS Center for Distance Health can assist in placing your organization in touch with companies

to determine what equipment will work best. All equipment must be UL and FCC Class A approved. *(Note: If using desktop applications such as Cisco Meeting or Polycom M100 you must ensure that you meet the screen requirement, have external speakers and an HD web camera)*

- **Connectivity:** You must have an internet connection with a static IP address (Unless using software). Contact your local Internet Service Provider (ISP) to determine if you can obtain static IP addresses. Business class connectivity is strongly preferred. (for telemedicine carts, DHCP acceptable for software)
- **Line Speed:** For best video outcomes, we recommend a minimum of 6Mbps download and 1Mbps upload speed. (To determine your speed <http://www.speedtest.net>)
- **Membership:** each organization must be a member of The Arkansas e-Link Network to ensure ability to participate in Medicaid quality assurance measures, scheduling, educational encounters and HIPAA compliance. Optional additional services are also available. For information on joining the Arkansas e-Link Network visit: <http://www.arkansaselink.com>
- **Completion of Assessment Form:** A telemedicine form will be sent to you upon request. The completion of this form allows us to perform an initial assessment of your equipment and connectivity. Once completed and returned, our team will set up an appointment for certification.
- **Certification:** Our team will visit your site(s) to view and test the equipment and connectivity that your organization intends to use to provide telemedicine consultations. If requirements are met, Arkansas Medicaid will be notified of your certification status. Certification is good for one year. Your site will be re-certified each year at no cost to your facility. Your organization will be issued a telemedicine certification that will be displayed and/or kept on file for auditing purposes. If requirements are not met, we will provide follow-up recommendations/suggestions and re-schedule a site visit for further evaluation as requested. Our team will view connectivity statistics from your site to ensure appropriate bandwidth is being used during sessions. Random site visits may occur at the discretion of Medicaid if connectivity statistics are not sufficient consistently.

Additional Information Regarding Telemedicine and Mental Health Practices:

<http://www.americantelemed.org>

<http://www.telehealth.net/behavioral-telehealth>

<http://www.forensic-psych.com/>

<https://www.ismho.org/home.asp>

<http://telementalhealth.com/bibliography>

### **Arkansas e-Link Network Management**

The Arkansas e-Link Network is a healthcare network that consists of a 24x7 IT support center that facilitates broadband connectivity that allows distant healthcare providers to connect to other member healthcare providers and educators. The sole purpose of this network is to provide clinical, research, and education activities related to healthcare. By becoming a member of the Arkansas e-Link Network you gain the following:

- Connection on the e-Link Network (individual site responsible for bandwidth and internet connection to public internet)
- Security and encryption
- Firewall traversal of LAN to the e-Link Network
- Utilization of the e-Link network for clinical, point to point interactive video connections
- Technical and troubleshooting support by UAMS IT Video Support



### **Arkansas e-Link Consortia and USAC rural Healthcare Connect Funds**

Arkansas e-Link Consortia members can benefit from the Rural Health Care Connect Fund to help fund high speed data circuits for eligible sites, site that are ineligible can also benefit by becoming a member, through group pricing discounts on data circuits ordered by the consortia. Currently the school based health centers operate in partnership between the stand-alone clinic and a community based provider based on needs and resources. As a consortia member, the provider and/or school will have the ability to connect to a greater pool of services that can be accessed by the use of telemedicine.

e-Link members can build out broadband connectivity to rural schools and deliver telemedicine services such as primary medical care, mental/behavioral care, etc. across the state wide telemedicine network that is funded in part by Universal Service Administrative Company (USAC) Rural Healthcare Connect Program (RHC).

Qualified e-Link healthcare providers receive 65% discount on broadband connectivity through the RHC program. e-Link Consortium is currently awarding data circuits to eight (8) vendors for some 724 Consortium member sites that reach into all 75 counties in Arkansas. e-Link Consortium members such as Federally Qualified Health Centers (commonly known as community health centers), Community Mental Health Centers, non-profit hospitals, higher education (universities, community colleges), and medical schools are able to partner with rural schools to deliver health services to students and their families across this secured telemedicine network.

Timeline to adding a site:  
Standard is 30 days

1. Get a 460 form and LOA with the site referenced.
2. USAC has 30 days to process the completed application once we submit, can be 3 weeks sometimes.
3. During this time I get price quotes from vendors for bandwidth ( 1.5 – 100 meg).
4. Prepare a CDH order form for site for authorization to order circuit and pay e-Link membership (video cart)
5. Place order with vendor for circuit, manage install process.
6. Do a "site & service" substitution request to have site associated with an approved RFP/evergreen contract telecom vendor for USAC reimbursement.

Telemedicine Guidelines will be met or exceeded protocols issued by ATA's standards for mental health.  
<http://www.americantelemed.org/docs/default-source/standards/practice-guidelines-for-videoconferencing-based-telemental-health.pdf>

Telemedicine Best Practices Guidelines:

<http://www.americantelemed.org/resources/telemedicine-practice-guidelines/telemedicine-practice-guidelines#.VusDXvkrLGI>

ATA School Based Telehealth Best Practices

<http://www.americantelemed.org/docs/default-source/policy/state-medicaid-best-practice---school-based-telehealth.pdf?sfvrsn=8>

### **Definitions:**

- **Megabyte (Mbps):** A megabyte is approximately 1,000 Kilobytes.
- **MPLD: (Multiprotocol Label Switching)** is a mechanism in high-performance telecommunications networks which directs and carries data from one network node to the next

with the help of labels. MPLS makes it easy to create "Virtual Links" between distant nodes. It can encapsulate packets of various network protocols.

- **Cloud:** The cloud is a physical place, perhaps owned and controlled by some other entity, containing computing resources that are available on demand for a price.
- **End Point:** Entity on one end of a connection.

**E.3.A. Describe how your company will develop and provide crisis services for adults, youth, and children experiencing Psychiatric or Behavioral Crises and how you will develop and utilize mobile crisis teams within Region where you are proposing to provide services. Describe your plan to meet the requirements in RFQ Section 2.3.2.A including but not limited to:**

- a. **Serve the following populations in the delivery of crisis services:**
  - i. **Mobile Crisis population: Adults, youth, and children experiencing a Psychiatric or Behavioral Crisis without a payor source for medically necessary services.**
  - ii. **Division of Children and Family Services (DCFS) population: All persons in the custody of the DCFS who are not a member of a PASSE.**
- b. **Develop, maintain, and follow all procedures for a Mobile Crisis team of licensed behavioral health professionals to provide Mobile Crisis assessment and stabilization.**
- c. **Utilize a mobile crisis team prevent the deterioration of a Client's functioning and respond to Psychiatric and/or Behavioral Crises.**
- d. **Develop and implement policies and procedures for the management of behavioral health crises for children, youth, and adults. You may describe your existing policies and procedures, if applicable.**
- e. **Develop and utilize a screening assessment tool, including an evidenced-based crisis assessment tool, to measure immediate and potential safety needs and protocols for using the screening assessment.**
- f. **Provide and staff a Warm Line or an outpatient Drop-In (Walk-in) clinic available to Clients in need of lower threshold intervention, or crisis services, on the evenings, weekends, and holidays.**
- g. **Utilize mobile crisis teams to triage individuals into the least restrictive services.**
- h. **Develop and utilize crisis stabilization plans for clients diverted from acute hospitalization including documentation of all follow-up post crisis stabilization.**
- i. **Provide or make a referral for any clinically necessary, alternative psychiatric treatment following a Mobile Crisis assessment.**
- j. **Coordinate with community partners to ensure comprehensive aftercare and provide discharge planning for all persons leaving an acute setting.**
- k. **Administer Acute Care Funds for psychiatric hospitalization for adult Clients experiencing a Psychiatric or Behavioral Crisis.**

**Vendors are encouraged, but not required to provide Therapeutic Communities (TC) or Acute Crisis Unit (ACU), or sub-contract with one. If you propose to provide an ACU or TC, describe your plans to implement and staff the proposed ACU, including the date when your ACU will be able to serve Clients. Describe your plan to provide services to clients at your ACU. If you plan to sub-contract, describe your plans on implementing appropriate agreements, projected costs, and accessibility.**

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.

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.

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. 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.

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, rational, 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, plans to have a crisis intervention specialist available 24 hours daily, including evenings, weekends, and holidays to manage the warm-line. The warm line is a telephone line in which the clients we serve can utilize when in need of low-threshold mental health care before they reach a point of crisis. This crisis specialist, whether a QBHP, RN, or licensed mental health professional, is trained in evidenced-based crisis intervention approaches. The warm line will be located in the crisis stabilization unit, open 24 hours a day, which not only allows for immediate intervention, but also the opportunity to provide 72 hour crisis stabilization services to clients in need. If the client on the warm line exhibits a need for a high-threshold mental health care, they will promptly be transferred to the licensed mental health therapist on call for immediate intervention. Western Arkansas Counseling and Guidance Center will continue to promptly and competently respond to all crisis calls and collaborate with the crisis intervention team and other local professionals to ensure all needs of the clients we serve are met. For instance, if a client calls in crisis and presents in a way that indicates they are a danger to themselves or others or are high risk and require immediate intervention, Western Arkansas Counseling and Guidance Center collaborates with local law enforcement to make contact with, and provide transport to clients in need to the crisis stabilization unit safely and securely. Western Arkansas Counseling and Guidance Center is proud to have strong partnerships with local law enforcement to serve the community as a team. We even provide certified training to our officers, which allows them to be Crisis Intervention Trained in and certified using the Memphis Model, to learn how to appropriately respond to individuals in a psychiatric or behavioral emergency.

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. Once triaged, the client is either be scheduled for a face-to-face follow up for low risk clients, admitted to the crisis stabilization unit, or, in high risk and urgent situations, admitted into an appropriate inpatient facility. We are proud to have the education, skill, and competence to adequately triage our clients and get them the most appropriate level of care. The team understands that crisis intervention doesn't stop at triage, but that we have a duty to make sure the clients are able to access the appropriate level of care. Our goal is to stabilize the client in the community and avoid hospitalization when this can be done safely. With this being our primary goal, Western Arkansas Counseling and Guidance Center exceeds standards to make follow-up services available. Follow up services include the ability for the client to come to our clinics without a scheduled appointment to become an established client and receive individual therapy, group therapy, and medication management, despite payor source.

One way Western Arkansas Counseling and Guidance Center safely diverts clients from acute hospitalization is by our thorough and personalized crisis stabilization plans. Clients diverted from hospitalizations are provided this stabilization plan which include the precipitating crisis, the crisis event, triggers, warning signs, positive coping strategies, and family and social supports. The stabilization plan also includes the emergency crisis line, warm line, suicide hotline, and the phone number to the crisis stabilization unit. We know that follow-up is one of the most crucial components to crisis intervention, and we know that prompt follow up is required to ensure the safety and welfare of the clients we serve. For this reason, we schedule face-to-face follow up sessions to take place 24 to 48 hours following the initial crisis intervention. We schedule the follow up during the initial intervention, encouraging the client to

come to the clinic or arrange for follow-up in an appropriate setting in the community, so long as we are able to make prompt, face-to-face contact with our clients.

We know that every call or crisis will not always require immediate psychiatric treatment. For this reason, the Guidance makes every effort to become aware of all available community resources that can meet the needs of the clients we serve. These resources include adequate housing, food, employment, transportation, accessing dental and medical healthcare, education, socialization, financial assistance, ADL assistance, legal resources, community resource linkage, and any other needs the client has that we can help address. Additionally, we also provide referrals outside of psychiatric treatment, which include detox and substance abuse, support groups, and promoting health and wellness by providing resources on approaches like yoga, meditation, recreation, leisure activities, and volunteer opportunities.

The organization takes great pleasure in partnering with our community to ensure comprehensive aftercare for clients that required acute hospitalization. It is imperative to us that our clients have a smooth transition from hospitalization and get scheduled to see a licensed mental health professional within seven days of discharge. The care coordinator aids in this transition by collaborating with discharge planners at the hospital the client is being treated. The care coordinator is responsible for getting treatment updates, projected discharge dates, medications, as well as the client's safety plan at discharge to ensure the therapist who sees this client after discharge can provide treatment continuity. The care coordinator not only schedules initial follow up appointment, but also schedules necessary appointments with the nurse practitioner or physician to make sure the client does not run out of prescribed medications after discharge. Western Arkansas Counseling and Guidance Center also has a strong partnership with a local pharmacy which is on-site, and can collaborate with this pharmacy to not only aid clients in filling necessary medications, but can, and have in the past, been able to dispense samples of particular medications to clients in need who lack insurance and/or financial means to obtain required medications. Additionally, Western Arkansas Counseling and Guidance Center partners with local shelters, rehabilitation centers, and medical and dental clinics that offer free medical and dental to those that are in need. It is not only our duty to ensure clients get placed in an appropriate inpatient setting when they cannot safely maintain in the community, but is also our duty to ensure they are able to safely transition back into the community with as few barriers as possible.

As the only non-profit community mental health agency in the region, we go above and beyond to make necessary psychiatric treatment available to every client in our region, regardless of payor source or lack thereof. Western Arkansas Counseling and Guidance Center is well-known for assisting clients in need of acute care without a payor source. Over the years, the organization and its teams have developed strong relationships with our local hospitals, both psychiatric and non-psychiatric, local family medical clinics, universities, shelter's, retirement communities, nursing homes, the police department, churches, lawyers, and even judges in our region. These community partners know that we do whatever it takes to get our clients the help that they need. They often call on us when they have a client that is in need of acute hospitalization services and we promptly respond, administer the appropriate acute care funds, and continue to remain involve through their inpatient stay, discharge, and beyond.

Acute Crisis Unit/Crisis Stabilization Unit: Western Arkansas Counseling and Guidance Center continues to serve the community by offering unique services to meet our clients' needs. For example, Although Western Arkansas Counseling and Guidance Center has always responded to psychiatric crisis that presented within the catchment area, the establishment of the first Crisis Stabilization Unit under Act 23 for the purpose of jail diversion and the efforts that led up to its creation March 1, 2019, changed the course and direction and emphasis on better addressing and navigating the waters when it comes to how an individual effectively navigates the system, when having a behavioral health crisis or near crisis. Western Arkansas Counseling and Guidance Center leadership participated with County and State government, The Arkansas Sheriff's Association, Mental Health Council of Arkansas, Association of Arkansas Counties in its work with the Council of State Government on Justice Reinvestment efforts. These efforts created momentum and energy for the creation of Act 423 signed in by Governor Hutchinson to better serve people with mental illness and to implement criminal justice initiatives. These events propelled leadership of Western Arkansas Counseling and Guidance Center and the treatment team to seek and acquire knowledge and create an innovative dynamic platform to create and grow

programming to create a system with alternatives for a more successful coordinated delivery network. Western Arkansas Counseling and Guidance Center participates in the Criminal Justice Coordinating Council and has made great strides in impacting the criminal justice system and diverting persons with behavioral health issues from jail and into treatment. The collaboration has included integrating work with law enforcement, courts, individuals from the judicial system, mental health and substance abuse services of Western Arkansas Counseling and Guidance Center and community stakeholders, primary care and working with purposeful communication venues to create a Crisis Stabilization Unit, train law enforcement in Crisis Intervention training, better screen for mental health and substance use issues in our Regions' detention centers and among law enforcement. Plans are expanding to include fire department and Emergency Medical Staff. Efforts aim at reducing hospitalizations, emergency room visits and jail bookings. It is the philosophy of the center that persons with behavioral health issues be treated with dignity, respect and compassion. The agency has worked hand-in-hand with law enforcement across the counties in Region 5 and members of the criminal justice system to create a community network to better manage persons intercepting at various points within our region for better cross-system collaboration not only for officer safety and community safety, but for the welfare of persons suffering from behavioral health conditions. As a community mental health center, the public's service center for behavioral issues, we feel it is our duty to serve this community to the best of our ability. Successful outcomes can only be achieved if psychiatric and addictive behavioral health issues are treated concurrently by a trained interdisciplinary team of professionals to address different cultures, co-occurring conditions and complex healthcare needs with compassion. The role of recovery services and thus crisis intervention is to provide the adequate support and linkages to allow persons to take responsibility for their lives and is expressed through the activities of creating connections, conveying hope and compassion, emphasizing strengths, and encouraging ownership.

#### **Highlights of Western Arkansas Counseling and Guidance Center Services (03/01/2018 – 02/28/2019)**

**CSU Assessments: 869**

As noted, the center plans to explore the establishment of a sobering center with the HOPE campus, a local homeless shelter. Aftercare planning and the need for a Mental Health court are also in the planning phase. The center's teams experience case after case of persons who fail for many reasons to adhere to medications and decompensate, increasing problems for the person, their families and the community. Mental Health court and a community based treatment approach will help this greatly. Judge Annie Powel Hendrix, willing to preside over a Mental Health court, Sebastian County Judge David Hudson and prosecutor, Dan Shue plans to implement a mental health court in partnership with Western Arkansas Counseling and Guidance Center's treatment team. The center's multidisciplinary treatment team has already begun training in Mental Health First aid trainings, Moral Reconciliation Therapy and Assertive Community Treatment all of which are can provide therapy and services that are co-occurring and trauma informed and community based in tandem to the court. Site visits to San Antonio, Texas and Sepulpa, Ok give us creative ideas for planning. The agency is participating in a study currently with The National GAINS center to help our community for use of the Intercept model in developing a comprehensive for mental criminal collaboration in which their vision statement reads: *We envision a future when everyone with a mental illness will recovery, a future when mental illnesses can be prevented or cured, a future when mental illnesses are detected early, and a future when everyone with a mental illness at any stage of life has access to effective treatment and supports – essentials for living, working, learning, and participating fully in the community.*

Therapeutic Communities: Western Arkansas Counseling and Guidance Center currently makes referrals through a memorandum of understanding for Therapeutic Communities to Birchtree and Midsouth Health Systems. Western Arkansas Counseling and Guidance Center is exploring the possibility of collaborating with the HOPE Campus, a homeless shelter in Fort Smith to establish a local Therapeutic Communities

program. The HOPE Campus is the proposed location for the facility. Implementation is anticipated to include items that would touch the clients such as furnishings, bedding, linens, office furniture, office supplies, and equipment for nursing and clinical staff. Additional implementation cost may be very similar to that of the acute crisis unit to include hiring, recruiting and training of staff. The cost may be shared given the needs of those individuals at the HOPE Campus, but this is in the very preliminary stages of consideration and planning.



**E.3.B. Describe how your company will provide services to ASH patients, potential patients, and former patients within the Region you are proposing to provide services and describe your plan to meet the requirements in RFQ Section 2.3.2.B including but not limited to:**

- a. Serve the following population in the delivery of services pertaining to ASH within the Vendor's Region:**
  - i. Adults, youth, and children residing within the Vendor's respective Region, who are awaiting an ASH bed, Clients referred by ASH currently receiving services at ASH who were residing in Region at time of admission and preparing for discharge to return to Region, or Client referred by ASH who have been discharged from behavioral health treatment services at ASH, including those with Community-based 911 Status.**
- b. Serve as the Single Point of Entry (SPOE) for ASH:**
  - i. Ensure an SPOE screening occurs within two (2) hours of the initial request by a licensed behavioral health professional.**
  - ii. Ensure the SPOE assessment is completed completely and accurately.**
- c. Serve Clients on the ASH waiting list:**
  - i. Describe what services you will make available to provide support and stabilization to those awaiting admission.**
- d. Serve Client actively admitted to ASH as they prepare for discharge:**
  - i. Provision of Care Coordination and other services which may assist with discharge and continuity of care.**
- e. Serve all ASH discharges referred by ASH to the Vendor regardless of the payor source.**
- f. Provide services to Community-based 911 Status Clients regardless of the payor source**

The Care Coordinator for Western Arkansas Counseling and Guidance Center facilitates services for individuals discharging from the Arkansas State Hospital, ASH, those awaiting an ASH bed, and those who are in our region referred by ASH who are concurrently receiving services by ASH. Western Arkansas Counseling and Guidance Center strives to be transparent with the services and documentation while communicating with the Arkansas State Hospital. It is Western Arkansas Counseling and Guidance Center's goal to provide clear communication and timely responses to assist in facilitating the proper treatment for adults, youths, and children residing within our region. Western Arkansas Counseling and Guidance Center offers a Care Coordinator and criminal justice liaison also a certified QBHP, which serves as the point of contact to ensure the proper services are provided regardless of barriers with the focus on client centered treatment. Western Arkansas Counseling and Guidance Center ensures those on 911 status are able to follow their requirements of conditional release by enrolling them in day treatment, individual counseling, case management, medical management, and any other services that are deemed necessary. The day treatment program offers group therapy, life skills, social skills, coping mechanisms, and intensive outpatient services. The Coordinator has an established relationship with Arkansas State Hospital, the Judicial System, and local law enforcement. The Coordinator continues to maintain these professional relationships which allow for transparency with ASH, and our vision to provide superior services to adult, youths, and children.

A licensed Mental Health Professional promptly completes the SPOE screening within two hours of initial request. The licensed MHP completes the SPOE screening thoroughly and accurately for all individuals being referred to the Arkansas State Hospital. The MHP documents all necessary information on SPOE as well as use the evidenced-based screening form, SAFE-T, as a part of the assessment process. Western Arkansas Counseling and Guidance Center not only has a crisis response team, but also has trained staff that are educated in crisis response, management, de-escalation, inpatient facilitation, and an understanding of the importance of prompt and accurate documentation. Each case is unique and staffed independently to address the clients behavioral health needs, current mental health and medical concerns, to render appropriate services as deemed necessary. The Mental Health Professionals at Western Arkansas Counseling and Guidance Center are skilled in the documentation process for the SPOE to ensure that the form is completed with accurate documentation and within the time frame allotted.

Western Arkansas Counseling and Guidance Center makes services available to provide support and stabilization to those awaiting admission to ASH to include: triage, crisis intervention, crisis stabilization services, the NEW center, which is our adult day rehabilitative treatment center, Partial hospitalization, case management services, intensive and traditional outpatient services, medication management, forensic restoration, admission to the crisis stabilization unit (if medically necessary) and placement at an appropriate inpatient facility if required before availability at the state hospital. Western Arkansas Counseling and Guidance Center provides a walk-in clinic during daytime hours Monday through Friday with a therapist available for face to face crisis intervention and crisis calls. A crisis hotline is available for afterhours, weekends, and holidays for persons in crisis. The NEW center is available for those awaiting ASH to allow them to develop social and coping skills, while maintaining therapeutic contact. The case manager coordinates services while the client is waiting an ASH admission. Western Arkansas Counseling and Guidance Center, along with the NEW center and the CSU and county clinic sites throughout Region 5 continue to offer intensive and traditional outpatient services. Medication Management is provided indefinitely until the client is admitted to ASH regardless of payer source to ensure the continuity of care. If the client is a forensic restoration participant the client receives monthly face to face contact until admission of ASH. Western Arkansas Counseling and Guidance Center also facilitates and coordinates the proper inpatient and or intensive care for those needing services while awaiting an admission to ASH.

The care coordinator serves clients actively admitted to ASH as they prepare for discharge by assisting with the discharge process and continuity of care. This is accomplished by being the primary point of contact with ASH staff, and clients preparing for discharge to allow for an effortless transition into the community and appropriate outpatient services. The care coordinator ensures the client has a follow up appointment scheduled within 7 days of discharge from ASH. The care coordinator schedules a client face to face appointment to complete a needs assessment and determine and schedule appropriate services. The care coordinator, after determining the needs of the client, orchestrates the services that shall be provided.

The care coordinator serves all ASH discharges referred by ASH regardless of payer source. The care coordinator serves all clients discharged from ASH by being the primary point of contact with ASH staff. The care coordinator works closely with the county service representatives in each county of Region 5. This will allow for a seamless transition into the community and appropriate outpatient services while minimizing potential barriers to necessary resources. Necessary services and resources needed are identified during a face to face needs assessment screening done by our care coordinator within 7 days of discharge from ASH.

**E.3.C. Describe how you will provide Forensic Evaluations to Clients within the Region you are proposing to provide services and describe your plan to meet the requirements in RFQ Section**

**2.3.2.C including but limited to:**

- a. **Provide ACT 327, ACT 328, and ACT 310 Forensic Evaluations to the RFQ-defined population according to Arkansas Code Annotated (ACA) §§ 5-2-327 and Arkansas Code Annotated (ACA) §§ 5-2-328.**
- b. **Provide court-ordered Forensic Evaluations within the timeframes listed in the RFQ.**
- c. **Provide Qualified Psychiatrists and/or Qualified Psychologist to perform the ACT 327, ACT 328, and ACT 310 Forensic Evaluations.**

**Refer Clients not fit to proceed with the criminal justice/legal process to the Forensic Outpatient Restoration Program.**

Western Arkansas Counseling and Guidance Center has an incredible track record of working with and assisting individuals involved in the criminal justice system. We strive to meet client's behavioral health needs in the most effective and profound way. Our goal is to provide superior services to individuals that require Forensic Evaluations, and to do so in the timeliest fashion.

Western Arkansas Counseling and Guidance Center will provide exceptional and timely Act 327, Act 328, and Act 310 Forensic Evaluations to the RFQ defined populations in our region in accordance with Arkansas Code Annotated (ACA) 5-2-327 and Arkansas Code Annotated (ACA) 5-2-328. Each request for evaluation will be recorded in a spreadsheet detailing each step in the process to maintain complete accuracy. This spreadsheet will be maintained and updated by the forensic coordinator and can be shared with DAABHS at their request. The Forensic Coordinator will be in constant communication with the court system and DAABHS to address all issues and confirm forensic evaluations are completed and provided with utmost professionalism.

Forensic Evaluations will be scheduled by Western Arkansas Counseling and Guidance Center's Forensic Coordinator within the specified timeframe outlined by DAABHS. (Within 2 business days of receiving order from DAABHS) The Forensic Coordinator will ensure that each individual will receive a forensic evaluation appointment promptly. Defense and prosecuting attorneys will be notified via fax the same day it is scheduled. The Forensic Coordinator will also follow-up the appointment confirmation fax with a call to the attorneys guaranteeing that appointment memos were received and answer any questions the attorneys they might have. DAABHS will also be notified via email of all scheduled appointments for documentation purposes. When a client fails to show for a forensic evaluation appointment, attorneys and DAABHS will be notified by the next business day.

Qualified and professional psychologists or psychiatrists employed by Western Arkansas Counseling and Guidance Center shall perform all ACT 327, ACT 328, and ACT 310 Forensic Evaluations. The Forensic Coordinator will provide case files and police reports to the forensic evaluator along with any other hospital records request by the evaluator for a thorough evaluation. These evaluations will be vigorously reviewed to ascertain accuracy. Once the evaluation has met all professional standards it will be delivered via mail, fax, and email immediately upon completion to all parties involved (DAABHS, Judge, attorneys, ect...) by the Forensic Coordinator. Copies of all evaluations will be kept on site in a secure location in the event the Forensic Evaluator is required to give expert testimony on the individual's fitness or criminal responsibility.

Forensic Evaluations submitted by the Guidance Center will include detailed narrative on the expert opinion of the Forensic Evaluator in regards to further treatment if the individual is found not fit to proceed. This could include referring the individual to the Forensic Outpatient Restoration Program, the need for inpatient stabilization, medication management, or other resources deemed necessary to assist the client in restoration to fitness.

**E.3.D. Describe how your company will administer the Forensic Outpatient Restoration Program within the Region you are proposing to provide services and describe your plan to meet the requirements in RFQ Section 2.3.2.D including but not limited to:**

- Serve the RFQ-defined population according to Arkansas Code Annotated (ACA) §§ 5-2- 327 and Arkansas Code Annotated (ACA) §§ 5-2-328 in the delivery of FORP services.**
- Provide all educational, clinical, and medically necessary behavioral health services to individuals awaiting a trial or hearing.**
- Have qualified staff in place to provide didactic competency services.**
- Document progress notes or reports, with the DAABHS specified criteria, and send to designated DHS staff within DAABHS required timelines.**
- Provide Individual Outpatient Restoration according to the RFQ requirements.**
- Provide ACT 310 Forensic Re-Evaluations for Clients to have been restored to competency.**
- Determine need for and request ASH inpatient admission for any Client you cannot restore as an outpatient Client.**
- Schedule a Psychiatric Assessment for any referred defendant for whom there has been no psychiatric evaluation within the past six (6) months.**

Western Arkansas Counseling and Guidance Center has been conducting thorough Forensic Outpatient Restoration Services to our region since inception in 2012. Our primary function is to provide a prompt combination of legal education, therapy and medication management to ensure the client can be stabilized and restored to fitness within specified timeframes of the court order. Immediate documentation and communication with DAABHS and the court system will be number one priority of the Forensic Coordinator. Transparency within our agencies is paramount to ensuring that this specific population is served swiftly and satisfactorily.

Western Arkansas Counseling and Guidance Center continues to go above and beyond in serving the RFQ-defined population in accordance with Arkansas Code Annotated (ACA) 5-2-327 and Arkansas Code Annotated (ACA) 5-2-328 in the delivery of exceptional FORP services. Within seven days of initial referral the QBHP or MHP assigned to conduct restoration services will make contact with the client and have an appointment scheduled. The Forensic Restorer is responsible for making every effort possible to initiate contact with the client. In the event that contact has not been made via telephone within the first two days, the staff shall send a certified letter to the client and his attorney with a specified time, date, and location for the initial FORP session. Every attempt at contacting the client will be documented and communicated to DAABHS and ASH.

Western Arkansas Counseling and Guidance Center uses a triage of services to serve individuals that are not fit to proceed. Our forensic coordinator synchronizes appropriate services with mental health and medical staff regarding legal education, therapy, medication management, or other needs deemed necessary by the collaborative staff. By doing so ultimately reduces the time between FORP referral and adjudication within the court ordered timeframe.

Our agency prides its self on having qualified and skilled staff delivering didactic forensic restoration services. The Forensic Coordinator is thoroughly educated in forensic restoration curriculum. The coordinator will confirm all staff including mental health professionals and medication managers interacting with FORP clients that are well versed in restoration service requirements. Staff will take advantage of every restoration training opportunity provided. Our agency shall be active in searching for education opportunities that will assist us in serving the FORP population.

Guidance Center providers completing progress notes and reports on forensic restoration clients will execute documentation well within the timelines established by DAABHS and ensure it reaches appropriate DHS staff. Follow-up with DHS staff will be made the following business day to guarantee receipt of all crucial documentation. Our agency aims to maintain 100% accuracy when communicating the progress and needs of forensic clients.

Staff assigned to forensic clients will provide unrivaled restoration services. Western Arkansas Counseling and Guidance Center will utilize the client's Medicaid, or any other payor source, for reimbursement of services. FORP educational services will be administered by either a Licensed Mental Health Professional, or a Qualified Behavioral Health Provider that has a vast knowledge of the requirements laid out by DAABHS. If the restoration client requires psychotherapy, these sessions will be carried out by a licensed Mental Health Professional. Individual outpatient restoration services will include organized sessions that achieve mutually defined goals that are documented within the treatment plan and/or restoration material. Care coordination consists of court appearances, linking court and jail personnel, transportation of clients, and establishing referrals for other necessary services that will ultimately benefit the client in the restoration process. Drug screens will be facilitated by the CMHC when deemed necessary for restoration success. Family, marital and group counseling is provided to restoration clients. Language barriers or disabilities that require interpretive services are facilitated by trained and appropriate professionals with approval from DHS. Medication management is provided to any client regardless of payer source. A combination of mental health diagnosis, psychiatric assessment and evaluation, along with treatment planning is carried out with every restoration client to ensure the client has the best chance at being successfully restored to competency.

Once determined by our Mental Health Professional or Qualified Behavioral Health Provider that a client has been restored to competency, notification will be sent immediately to the DAABHS Forensic Services Program Director and request an ACT 310 forensic re-evaluation. Once the client has been referred for the re-evaluation the Guidance Center will continue to provide comprehensive services to the client in making sure the client continues to progress and does not deteriorate. The MHP or QBHP assigned to the client shall continue face-to-face sessions at least once monthly until otherwise notified by DAABHS. Once services are no longer required by DAABHS the Guidance Center is still willing and able to provide any mental health services necessary at the client's request.

g. If the Guidance Center is unsuccessful in restoring the client in an outpatient setting within six months of the court order file date, the MHP or QBHP assigned to the client will request ASH inpatient admission. Our staff will communicate the request to the DAABHS Forensic Services Program Director for discretionary consideration of inpatient admission at ASH. While awaiting ASH admission Western Arkansas Counseling and Guidance Center will continue providing a triage of services to the client to assist and support with addressing their behavioral health needs. Our agency will make every effort to improve the client's well-being while awaiting ASH placement and ensuring this, the client will have no less than once monthly contact until admission.

When a client is referred to Western Arkansas Counseling and Guidance Center from ASH/DAABHS, a psychiatric assessment will be scheduled within six months as part of restoration curriculum. Western Arkansas Counseling and Guidance Center will provide medically necessary behavioral health services to the client throughout their participation in the restoration process, regardless of payer source.

**E.3.E. Describe how your company will provide services to Non-Medicaid individuals who meet criteria for Serious Mental Illness within the Region you are proposing to provide services and shall describe your plan to meet the requirements in RFQ Section 2.3.2.E including but not limited to:**

- a. Provide Care Coordination to non-Medicaid clients including insurance enrollment.**
- b. Provide medically-necessary services described in the current Outpatient Behavioral Health Services Manual and the Adult Behavioral Health Services for Community Independence Manual to non-Medicaid Clients.**
- c. Provide Drop-in Model or Club House Model services to non-Medicaid Clients.**

Western Arkansas Counseling and Guidance Center works daily to provide services to any and all clients that walk through our door. We always say there is no wrong door at Western Arkansas Counseling and Guidance Center. When a client comes in that does not have insurance or does not have a source of payment we provide them care coordination to see how we can help them become eligible for insurance or see if they are eligible for other resources. One of our resources for clients with no insurance is our Therapeutic Counseling Contract. This contract is used to help a client begin services while the care coordinator works to help them get on insurance. The first step is to verify that the client does not have Medicaid, Medicare or commercial insurance. We then verify that they live in Region 5. Once this is done and they qualify for the contract, we then assist them in filling out a Medicaid application to get insurance started. The Care Coordinator will get them started with services and then will do follow up as needed with the client. Another resource is Title XX grant that we access for individuals that have no income. The same process is in place but a verification of how many household members and household income is used to determine if a client qualifies for Title XX. Another is the social services block grant that is utilized for situations in which the Care Coordinator determines is applicable. The Care Coordinator will help the applicant with the application process and to make sure the client is eligible to use this grant for services. There is an income scale with family size that is also used. And lastly, we have a sliding fee scale that the care coordinator can help them get set up on if they so choose to do so. The clients' income is verified for the household. This would be used only if the client was not eligible for the other resources named above. Western Arkansas Counseling and Guidance Center does provide an array of services to any and all clients regardless of their ability to pay. Western Arkansas Counseling and Guidance Center offers Outpatient Behavioral Health Services daily and this is for Medicaid and non-Medicaid clients alike. Currently we have day rehab services at our NEW building, along with more intense day rehab programs for clients that are just getting out of the hospital or for chronically mentally ill clients. Historically, the NEW building has operated on a Club House model and would allow any client that our therapy team determined needed this service to be allowed to obtain additional services. Many of the clients that are seen at the NEW currently have no source of payment or no insurance. These clients come to us in many ways but one way we utilize this service is as part of the aftercare plan from the Crisis Stabilization Unit. These clients often need more intense services upon being stabilized and this is a great option for them. These clients are able to gain the OBHS services while there, for example, individual, group, family, life skills, supportive housing, supportive employment, medication management and peer support services. We serve a large number of indigent and those with no insurance at the Crisis Stabilization Unit. Western Arkansas Counseling and Guidance Center serves many children through school based counseling services. A large amount of the children in school based services are seen regardless of the ability to pay, that have no insurance or insurance is not covered. Western Arkansas Counseling and Guidance Center has always made it a priority to see these children. These children that are seen pro bono are allowed the same services that Medicaid clients receive. Western Arkansas Counseling and Guidance Center also writes off services for clients that might not fit any of the above resources available but that still need to be seen. These are just a few examples as to how we serve all clients with OBHS services regardless of insurance reimbursement.

Western Arkansas Counseling and Guidance Center has always had services for rehab day at the NEW center on our Ft. Smith campus. It has historically been a "Club House" model and clients that were chronically mentally ill were considered members. Western Arkansas Counseling and Guidance Center truly sees the benefit in this model for clients with history of serious mental illness. It allows them to rejoin

society and maintain their place in it; it builds on people's strengths and provides mutual support, along with professional staff support, for people to receive prevocational work training, educational opportunities, and social support. Western Arkansas Counseling and Guidance Center plans to reinstate this model for clients with serious mental illness to give them a place to come each day to be a part of a community and to gain needed support. Members in the Club House could get help with finding jobs, educational training, housing, support networks, and gaining important skills to name a few. The goal for our Club House would be for those with serious mental illness to learn to manage their illness and rejoin the world of employment, education, family, and friends. Western Arkansas Counseling and Guidance Center also offers a walk-in clinic for those that need immediate services. Anyone can walk-in/drop-in without an appointment and be seen by a therapist that day to begin treatment. We also have QBHP's and an MHP available for our walk-ins/drop-ins that present in a crisis. The trained staff meet with the client in crisis and develop a safety plan, what is needed for these clients and then the QBHP does follow up the next day. These services are available to all clients and will be seen regardless of insurance or payment source. It is our mission to serve all that come to us and that there is no wrong door here.

**E.3.F. Describe how your company will provide services for the First Episode of Psychosis (FEP) within the Region you are proposing to provide services and describe your plan to meet the requirements in RFQ Section 2.3.2.F including but not limited to:**

**Make FEP services available to the individuals between the ages of fifteen (15) and thirty- four (34) who are experiencing FEP who are without a payor source, or have insurance benefits that will not reimburse for FEP services.**

**Conduct education and outreach in the community to enhance awareness of symptoms and treatment options for FEP.**

**Implement FEP services using an evidence-based model that includes elements described in RFQ Section 2.3.2.F.4.**

Western Arkansas Counseling and Guidance Center is currently providing services for clients between the ages of 15-34, who have been identified as experiencing a First Episode of Psychosis. These services include care coordination, crisis intervention, crisis stabilization, individual, group and family therapy, family education and support, medication management, specifically evidenced based pharmacotherapy; day rehabilitation services and youth/adult life skills development services and supported employment and education. Services used are evidenced based and monitored and staffed for fidelity to the model. These services are being provided in a variety of settings such as the crisis stabilization unit, school based services, UAFS, therapeutic foster homes, therapeutic day treatment setting for adolescents, outpatient clinics, the Fostering Change program for adolescents and day rehabilitation services for adults. These services are provided regardless of payor source, or have insurance benefits that will not reimburse for FEP services. Western Arkansas Counseling and Guidance Center provides crisis intervention services for individuals who call or walk in and might be experiencing suicidal/homicidal ideation along with a first episode of psychosis. Western Arkansas Counseling and Guidance Center provides crisis stabilization services to individuals who are incarcerated and are in need of diversion because of the need for mental health treatment. Some of these individuals are experiencing a first episode of psychosis. Services at the CSU include assessment, individual, group and family therapy, nursing services, psychiatric evaluation and medication management services, group life skills development and individual life skills development services. The life skills development services often incorporate care coordination activities such as assisting the clients to apply for health insurance, finding appropriate housing, gaining access to various services and following up with them after discharge to assist them with transitional services. These services are provided to all clients identified as receiving FEP services. We continue to work on expanding the services to meet the needs of the clients. Western Arkansas Counseling and Guidance Center provides evidence based therapy services for individuals who are experiencing a first episode of psychosis including individual and group therapy utilizing CBT for psychosis, Individual Resiliency Therapy, Motivational Interviewing as appropriate to the needs of the client. Co-occurring disorder services are also provided to those with substance use disorders. Family therapy and psychoeducation are also provided to assist the family to have a better understanding of how to be supportive and to assist the client to have a more successful recovery. This approach has been immensely helpful in the support of the individual experiencing a first episode of psychosis and promoting recovery. Western Arkansas Counseling and Guidance Center provides evidence based pharmacotherapy services to individuals experiencing a first episode of psychosis. This includes low dosing of one antipsychotic medication when appropriate. This also includes use of long acting injectables when appropriate. Individuals identified as experiencing a first episode of psychosis are monitored closely and frequently to assist them in evaluating the effectiveness of medication, potential side effects and to make informed decisions about prescribed medications. Family members are often included in this process when appropriate. Collateral contact and collaboration with schools, the university, physicians, law enforcement, probation and parole, jails, the courts, homeless shelters, DHS workers and other agencies has also been extremely important to provide support and recovery to those experiencing a first episode of psychosis. Western Arkansas Counseling and Guidance Center has been supportive of client goals in the areas of education and employment. Therapists and QBHPs have been very involved in working with school staff to help them understand symptoms of FEP in order to assist clients with their educational progress. The therapists and QBHPs provide individual and group therapy/life skill services to help clients improve social skills and decrease behavior problems in the



classroom. Therapists and QBHPs have also been involved in helping clients to prepare for applying for employment, getting ready for interviews, developing realistic expectations in the work environment and assisting clients to develop the skills needed for maintaining employment. This is an area that we continue to work on developing in relation to the needs of the FEP population.

Western Arkansas Counseling and Guidance Center therapists complete ongoing assessments of suicidality for all clients at each visit. Western Arkansas Counseling and Guidance Center tracks suicidality, psychiatric admissions, medication and therapy compliance, decrease in psychotic symptoms, substance use, and client functioning in regard to involvement in education, employment, social connectivity and overall functioning for all clients receiving FEP services on a monthly basis and this is reported to the state. Western Arkansas Counseling and Guidance Center also understands the importance of providing services to individuals experiencing a first episode of psychosis as early as possible. In order to be more successful in this endeavor, Western Arkansas Counseling and Guidance Center is involved in community education and awareness activities to help the community to be able to have a better understanding of FEP related symptoms and how they can assist individuals to get help. At a minimum of twice monthly, the center's teams will provide community education and awareness events to include written literature, links to resources and productions such as video productions similar to Ted Talks. This involves training events, provision of information at community events, and often times, meeting with various individuals in the community on a one on one basis to help them understand how they can assist. This involves contact with many schools in our catchment area, including teachers, principals and counselors; teachers and staff at UAFS, training of law enforcement officers, working with staff at the jails on a daily basis, assisting emergency room staff at local hospitals, providing information and education to staff at the homeless shelters, providing assistance to local physicians, providing information and training to staff of various agencies including DCFS, comprehensive juvenile services, juvenile and adult probation, jails, the courts, substance use treatment facilities, vocational rehabilitation facilities, emergency departments and other community groups or agencies interested in being of service. Western Arkansas Counseling and Guidance Center continues to brainstorm with the use of office Think Tanks, about new and innovative ways to provide information and education to the community. Use of social media is one of those. The staff previously made a video to help with education and awareness. More productions and venues to better reach the span of persons in Region 5 will be created.

**E.3.G. Describe how your company will provide Community-Based Services and Support to your Clients within the Region you are proposing to provide services and describe your plan to meet the requirements in RFQ Section 2.3.2.G including but not limited to:**

- a. Develop and maintain local behavioral health and community resource directory, as well as community partnerships and collaborations with relevant agencies, stakeholders, and groups.**
- b. Demonstrate an on-going public information and education campaign to educate the local community with information about available resources, hours of operation, contact information, and how to access the agencies' services, including Crisis Services.**
- c. Demonstrate support of a Consumer Council, parent training, community response to tragedy, community resource center, and jail diversion.**
- d. Provide Community-Based Services and Support that are culturally competent, strength-based, and collaborative with community partners.**

**Vendors are encouraged, but not required to participate in the maintenance or development of Mental Health Courts. If you chose to pursue this, describe your plans to implement and staff the proposed collaborative effort, including the date when your agency will be able to serve Clients through this option.**

Western Arkansas Counseling and Guidance Center, has been fortunate in the development of longstanding relationships with community partners for 47 years in the very Region contained in this RFQ to include all 6 counties of Sebastian County, Crawford, Franklin, Logan, Scott and Polk Counties. The list of partnerships and collaborations with relevant agencies, stakeholders, and groups within the Region seem to be continually growing. Each year the center holds an annual luncheon celebration, which normally brings approximately 350 individuals from across the areas we serve. This year we are planning for approximately 400 to attend.

Western Arkansas Counseling and Guidance Center plans to expand upon the formation of a local behavioral health and community resource directory. Western Arkansas Counseling and Guidance Center will establish in each main clinic/campus a resource room, referred to as The Navigation Room, containing not only a resource directory, but also information to include pamphlets, flyers, and other informational items for the persons served and the community. The Fort Smith Campus' Day Treatment program is very proud of their Consumer Council group and it's efforts. This group and the staff will maintain a Resource Room and will plan a Community Calendar of events in order to advocate and work with local groups such as NAMI to help educate the public and peers of community resources and issues impacting behavioral health for the community.

The Van Buren (Crawford County) Learning Center shares its space with the Hamilton House Child Advocacy Center's Resource Center. Western Arkansas Counseling and Guidance Center will also work to partner further with The United Way as they have created a resource directory in the past and will work to establish a more extensive directory through partnership. A collaborative relationship will allow for this Resource Center to be a cooperative and linkage to provide the community with resource information. Western Arkansas Counseling and Guidance Center plans to have within each county clinic a resource area and specialist to make available current and relevant information and resources for persons within the community. Again, Western Arkansas Counseling and Guidance Center staff will be tasked with the creation and maintenance of a Community Calendar, which will contain monthly campaigns, promotions and /or any relevant information and events available to the community as it relates to behavioral health. Social media will be a part of this community calendar as it's a vehicle that reaches an astoundingly high number of individuals in the communities we serve. Available resources, hours of operation, contact information, and how to access the agencies services, including crisis services will be publicized. The Crisis team of Western Arkansas Counseling and Guidance Center is currently working on ideas to better publicize the crisis number and make this pathway a better-recognized pathway for our area and potentially state wide.

Currently, Western Arkansas Counseling and Guidance Center's leadership is chairing Mercy Hospital Community Council's Mental Health agenda. This committee chair, Western Arkansas Counseling and Guidance Center's CEO has reached out to other local Behavioral Health Agencies in order to create a series of video productions for community airing to address the following issues: De-stigmatization of behavioral health, suicide prevention and awareness and the opioid epidemic. These video productions will be aired on social media and within the community as Public Service Announcements.

Western Arkansas Counseling and Guidance Center provides parent trainings under the Pressley Ridge Treatment Foster Care Curriculum. It is a 12 unit curriculum that teaches on topics such as, professional parenting, child development, understanding behavior, parenting through trauma, crisis management etc. The goal of the training is to help treatment foster parents to better understand the children they serve and develop a positive effect on them. As a trainer I provide training to parents who are in the process of becoming treatment/therapeutic foster parents. All treatment foster parents must complete the full 12 week curriculum. As a supervisor I provide ongoing training to staff members through monthly staff meetings and individual supervision. Love and Logic is another alternative source for parent training by the agency.

Western Arkansas Counseling and Guidance Center works closely with local law enforcement agencies including the Sheriff Departments and Police departments within each community. We are also working currently to begin discussions to work with the local Fire Department to collaboratively work in the schools to not only address school safety looking at the ALICE model, but also to partner on the Stop the Bleed presentations to teachers and educators. Western Arkansas Counseling and Guidance Center works with former Sebastian County Sheriff Hollenbeck on school safety in our area communities, but will contact each community County Judge to participate in a local community tragedy response plan development. Western Arkansas Counseling and Guidance Center has reached out to local schools in the event of suicide of students and provides support for the students and faculty as well as professional development and presentations on suicide prevention and awareness. Western Arkansas Counseling and Guidance Center provides support to law enforcement in the event of tragedy or incidents they encounter. Western Arkansas Counseling and Guidance Center's health and safety team have developed a media and community plan for each county in order to maximize preparedness in the case of a needed tragedy response.

From 2012 -2015, Arkansas had the fastest growing prison population in the nation, and it was projected to rise as indicated by the Justice Center, The Council of State Government. Jail diversion issues rose to the forefront prompting community leaders to participate in a Stepping Up Initiative, in effort to address the growing overcrowding issues in local jails as well as problems faced within the criminal justice system and to the community. This collaborative effort of local, state and other government officials along with the Sheriff's Association, The Mental Health Council of Arkansas, The Arkansas Association of Counties in consultation and research by the Council of State Government yielded many changes to the criminal justice system and to aid in diverting persons with mental illness and co-occurring substance use issues away from jail and into more appropriate treatment programs.

Act 423 codified the justice reinvestment framework of recommendations and addressed the many issues being tackled. Governor Hutchinson signed the Act into Law on March 8, 2017. The collaboration between the mental health and criminal justice system as well as judicial officials and law enforcement continue to date to bring about policy changes, programming and pathways for continued progress in improved alternatives in Jail diversion efforts. Western Arkansas Counseling and Guidance Center partnered with Sebastian County in the establishment of Arkansas's first Crisis Stabilization Unit and Acute Crisis Unit under Act 423 for the purpose of jail diversion to serve this region and its 6 counties. The unit has had a successful first year serving over 869 persons within the first year. The Unit accepts not only the priority population of jail diversions, but also accepts referrals from local hospitals, the homeless shelter, and other community referrals. Community awareness has increased and resulted in the community members personally contacting the ACU directly rather than calling for law enforcement, which

was previously the only option. Western Arkansas Counseling and Guidance Center's team has a great amount of momentum and interest in pursuing innovative paths and programs to better help our communities when behavioral health crisis occur and even work to address root cause solutions. Prevention and outreach on suicide prevention and awareness are a part of this effort being planned and established. Western Arkansas Counseling and Guidance Center is working with Sheriff Departments, law enforcement and local responders to collaborate and work on plans to assist in mobile triage with the help of a pilot using enhanced technology placed in patrol cars in order to help law enforcement officers, specifically Crisis Intervention Trained officers when in the field. Other model states, such as Texas use Mobile Crisis Teams consisting of Law Enforcement and persons from the Behavioral Health realm. This can be challenging with limited resources and also poses increased risks with a non-law enforcement trained person in the field when crisis may occur. This enhanced platform will help to expedite the triage process currently in place between CIT officers and the personnel at the Crisis Stabilization Unit/ACU. The aim is to help save officer time, unnecessary transports and more appropriate and accurate triage placement in order for a complete screening/assessment to be made face-to-face upon arrival at that placement. This is in no way a replacement for the actual assessment. All of this work will assist in improved jail diversion efforts. Warm lines as a part of the RFQ will be established. The team will seek research and training on the most successful manner in which to implement such lines and will utilize the 24/7 CSU/ACU in place given the credentialed staff working around the clock at this location. Western Arkansas Counseling and Guidance Center is a part of a Criminal Justice Coordinating Council actively working to address these issues within our community. We meet regularly with our local hospitals for the purposes of jail diversion and improving pathways. Western Arkansas Counseling and Guidance Center will be participating in a National GAINS center workshop and study on our application of an intercept model. Another path for jail diversion being explored is a sobering center. We are exploring this with the City of Fort Smith, Sebastian County and the HOPE campus. Sebastian County along with the Fort Smith Planning commission and Western Arkansas Counseling and Guidance Center applied for a MH Court grant, but was not awarded this submission. In spite of this not being awarded, Western Arkansas Counseling and Guidance Center is currently in the process of training the Behavioral health professionals interested in working and establishing the treatment for a Mental Health Court. Clinical staff recently attended Moral Reconciliation Therapy training. They are also undergoing training in order to instruct and train Mental Health First Aid in various settings. They are also being trained in Assertive Community Treatment. The area prosecuting attorney, Dan Shue is actively supportive and seeking training in order to stand up the court. Judge Annie Powell Hendricks will preside over this court and support its establishment. They have traveled to Jonesboro's Craighead county mental health court and have consulted with their mental health court lead personnel. Sebastian County is seeking additional grant funding and plan to carry out this endeavor. The center is currently prepared to begin service provision upon the establishment of the court.

Western Arkansas Counseling and Guidance Center offers community based services in a number of venues and locations. Western Arkansas Counseling and Guidance Center works to ensure personnel are receiving services and supports that are culturally competent, strength-based and person centered. The wide array of community partners and venues is strength of Western Arkansas Counseling and Guidance Center in terms of community relations. Primary care clinics, wellness centers, school base work, college and premedical and medical colleges, The Good Samaritan clinic for indigent or low income medical and dental care, adult crisis centers, child advocacy centers, cancer support house, homeless shelters, jails, day rooms, juvenile and adult courts, dui court, Opioid epidemic awareness settings/committees, healthcare fairs, DCFS family entities for child welfare. Please see the attached list of a summary of services provided to community partners within the community.

## Western Arkansas Counseling and Guidance Center, Inc.

Western Arkansas Counseling and Guidance Center, Inc. has been providing quality, cost-effective mental health services as a Non-Profit Community Behavioral Health Care Provider since 1972 for Crawford, Franklin, Logan, Polk, Scott, and Sebastian counties. Over the past forty-six years, Western Arkansas Counseling and Guidance Center has expanded services which encompass individual therapy, family therapy, co-occurring treatment, medication management, group therapy, psychological testing, a 24 Hour Emergency Hotline, and crisis phone call/crisis walk-in services for children, adolescents, and adults. Services specific for adults, adolescents, and children are also offered at Western Arkansas Counseling and Guidance Center. During the past year, Western Arkansas Counseling and Guidance Center served 12,788 clients with 117,633 services being provided for said clients.

Western Arkansas Counseling and Guidance Center provides mental health services for children through the following programs:

Fostering Change: Community Reintegration Program for children in foster care that are difficult to place

LEAP Program: Learning Enrichment and Appropriate Play for Pre-Schoolers

CASSP: Children and Adolescent Service System Program

WATCH: Western Arkansas Therapeutic Children's Homes (Therapeutic Foster Care Program).

Western Arkansas Counseling and Guidance Center's highly trained trauma staff also provides services for children and adolescents on-site at

Department of Children and Family Services (DCFS) Foster Care Shelters, Homes, and the Hamilton House as well as completing DCFS screenings and referrals to initiate services for those families/individuals who enter into the foster care system. We partner with and provide services to Maggie House (Franklin County), The Young Home, The Boys Shelter, The Girls Shelter and the Children's Emergency Shelter (all of Sebastian County).

Western Arkansas Counseling and Guidance Center implements and maintains services on-site at schools throughout the six county school areas, working with the area educators to enable success for area youth in obtaining their education.

Schools served: Sebastian County- Future School of Ft. Smith, Greenwood Public Schools and Lavaca Public Schools  
Franklin County- Ozark Public Schools and Charleston Public Schools

Logan County- Paris Public Schools, Booneville Public Schools and Magazine Public Schools

Crawford County- Van Buren Public Schools, Alma Public Schools, Mulberry Public Schools and Cedarville Public Schools

Polk County- Mena Public Schools, Ouachita River and Cossatot River

Scott County- Waldron Public Schools

Western Arkansas Counseling and Guidance Center also provides valuable treatment for youth within the Adolescent Substance Abuse Out-Patient Program. Western Arkansas Counseling and Guidance Center provides Intensive Family Services (IFS) to DHS/DCFS referred families. Western Arkansas Counseling and Guidance Center also implemented Therapeutic Day Treatment in Van Buren for school aged children from 6-18 in two separate classrooms. Western Arkansas Counseling and Guidance Center was also awarded the first Residential Community Reintegration Program in the state. The program serves adolescents in DCFS custody who have been in numerous placements and are the hardest to place in the state, a stable environment in which to receive evidence based therapy approaches to address mental health and behavioral health issues. This environment helps them to have a stable and safe home to live in while learning how to successfully reintegrate into the community. We also have Intensive Family Services in all the 6 counties and a new program called SafeCare which also reaches all 6 counties. SafeCare is an evidence-based training curriculum for parents who are at-risk or have been reported for child maltreatment. Parents receive weekly home visits to improve skills in several areas, including home safety, health care, and parent-child interaction.

Western Arkansas Counseling and Guidance Center is proud of the treatment and services provided by the qualified staff for all children and adolescents whom Western Arkansas Counseling and Guidance Center serves.

Continuity within adult care also continues to be a driving force at Western Arkansas Counseling and Guidance Center. 51,594 services were obtained by clients ages nineteen (19) to sixty-five plus (65+) within the past year. Adult services available through Western Arkansas Counseling and Guidance Center include:

The Five West CSU- Crisis Stabilization Unit

DASEP: Drug Alcohol Safety Education Program

FORP: Forensic Outpatient Restoration Program

COO: Adult Co-Occurring Treatment Program

NEW Beginnings: Adult Day Treatment Program

RSVP: Retired Senior Volunteer Program

Western Arkansas Counseling and Guidance Center also provides on-site services and screenings at:

County Jails

Nelson Hall Homes

University of Arkansas Fort Smith (UAFS)

Good Samaritan Clinic, Fort Smith

Hope Campus, Fort Smith

Western Arkansas Counseling and Guidance Center upholds its relevant presence within Western Arkansas communities by providing beneficial mental health educational trainings. These trainings occur at, and are not limited to:

Law Enforcement Centers

University of Arkansas Fort Smith (UAFS)

MDT Meetings (Multi-Disciplinary Team): Priority One (1) DHS cases

DCFS Parent Meetings/ Foster Parent Meetings

DCFS Staffings/DCFS Residential Placement Staffings

Wellness Centers

Western Arkansas Counseling and Guidance Center staff supports the community of the six counties it serves by:

Debriefings with law enforcement after trauma situations

Serving on The Homeless Coalition/Riverview Hope Campus Committee, Fort Smith

Western Arkansas Counseling and Guidance in conjunction with Sebastian County in the fall of 2017, was awarded to open one of four Crisis Stabilization Units in the state of Arkansas. The Five West Crisis Stabilization Unit is located at the Horizon facility and began serving the Western Arkansas Counseling and Guidance Center catchment area on March 1<sup>st</sup>, 2018.

In 2017, Western Arkansas Counseling and Guidance Center completed 970 Jail Services, 1,476 Mental Health Screenings, and 853 Substance Abuse Screenings. These services and screenings assisted the clients in obtaining appropriate treatment in coordination with the various agencies involved with the clients.

Western Arkansas Counseling and Guidance Center has involvement in each county as shown below:

**Sebastian County-**

Western Arkansas Counseling and Guidance Center works daily with the jail to assess the needs of inmates on suicide watch as well as 1-2 days a week to do in person counseling for inmates requesting therapy and also for inmates on suicide watch.

Tragedy response in schools and the community where suicide or traumatic events have occurred.

Western Arkansas Counseling and Guidance Center staff work with local Law enforcement to educate and provide awareness of mental health issues through CIT training for officers from each of county in our region. We have hosted trainings on our campus and will continue to do this quarterly.

Western Arkansas Counseling and Guidance Center hosts meetings with the Sherriff of Sebastian County and the Judge to discuss ways to collaborate more and improve communication to help the community when having a mental health crisis. Regular meetings with law enforcement to discuss ways to make easier transitions for them when a person is in crisis. For example the use of SWYMED.

Work with Probation and Parole as paroles are coming out of incarceration to get them set up for individual therapy or co-occurring treatment as needed.

Western Arkansas Counseling and Guidance Center is working with ACC to help paroles coming out to get MAT (vivitrol shots).

Restore Hope initiative to help reduce recidivism.

Western Arkansas Counseling and Guidance Center provides a therapist each day to do individual, family and group therapy as needed for the youth in DYS at Mansfield.

Western Arkansas Counseling and Guidance Center works with juvenile office to help them get any child placed in services and develop the best course of treatment. We work with them to get families more involved and work to divert from jail.

Provide Co-occurring treatment to youth that are court ordered or to families that recognize the need. We offer an after school intensive outpatient program for youth.

Fostering Change program- This is the first in the state Community Reintegration Program and serves the whole state including our Region. We collaborate with DCFS weekly and have regular staffings to better serve the needs of these children.

We work and collaborate with Comprehensive Juvenile Services for all counties in our region.

Meet with area judges for juveniles to discuss the needs and how we can meet those needs.

We collaborate and partner with Mercy in Ft. Smith and have regular meetings to partner and collaborate on ways to reduce jail diversion and ER visits that are unnecessary. We work together to help get clients to the Crisis Stabilization Unit when it is appropriate to keep them from entering the ER or jail. We have also met with them to educate physicians and nurses on crisis prevention and intervention and ways to get them into appropriate mental health services.

We collaborate and partner with Baptist Health to help increase the awareness of crisis intervention and reducing ER visits and jail diversion.

Western Arkansas Counseling and Guidance Center meet with Area 2 DCFS workers and supervisors to educate them on new programming, have Think tanks, discuss the needs of the department and how we can better meet that need and communication with case workers regularly about clients to better serve children and adults. We work directly with them on contracts such as IFS, Co-Occurring, and Therapeutic Counseling services as well as our new program, SafeCare.

We also work with local organizations: The Call, 100 Families, CASA, STEPS, The Hope Campus, Children's Emergency Shelter, The Boys Shelter, The Girls Shelter, The Young Home, The Good Samaritan Clinic and the Cancer Support House to name a few.

### **Crawford County-**

Western Arkansas Counseling and Guidance Center works and collaborates with Judge Baker in his court to help him identify through assessments, those that might need substance abuse treatment. We also have representatives present from DASEP in court.

We collaborate and partner with Baptist Health to help increase the awareness of crisis intervention and reducing ER visits and jail diversion.

Western Arkansas Counseling and Guidance Center staff work with local Law enforcement to educate and provide awareness of mental health issues through CIT training for officers from each of county in our region. We have hosted trainings on our campus and will continue to do this quarterly.

Western Arkansas Counseling and Guidance Center is working with ACC to help paroles coming out to get MAT (vivitrol shots).

Western Arkansas Counseling and Guidance Center works with juvenile office to help them get any child placed in services and develop the best course of treatment. We work with them to get families more involved and work to divert from jail.

Provide Co-occurring treatment to youth that are court ordered or to families that recognize the need. We offer an after school intensive outpatient program for youth

### **Franklin County-**

Franklin County jail and Western Arkansas Counseling and Guidance Center work together through face to face screenings for inmates that are in need of an assessment or by telemed when available.

Western Arkansas Counseling and Guidance Center works well with the area DHS workers and supervisors to address their needs and the needs of the clients.

Community collaboration and partnership: Franklin County Learning Center, Ozark Juvenile Probation Officer, Ozark Area Youth Organization, Arkansas Tech University Ozark Campus and The Maggie House.

Mercy Hospital Ozark and Western Arkansas Counseling and Guidance Center work together to help with crisis interventions and assessments.

Tragedy response in schools and the community where suicide or traumatic events have occurred.

Western Arkansas Counseling and Guidance Center works with juvenile office to help them get any child placed in services and develop the best course of treatment. We work with them to get families more involved and work to divert from jail

### **Logan County-**

Western Arkansas Counseling and Guidance Center has met on several occasions to work with the Sherriff in Logan County in regards to the CSU and jail diversion. Logan county law enforcement has been involved in CIT trainings and does a great job of identifying the need for mental health treatment.

Western Arkansas Counseling and Guidance Center has been collaborating with a team of individuals in the community of Paris that recognize a need for helping the foster care problem in the area. We have had multiple round table discussions on ways we can be a part of the solution to such a large problem.

Western Arkansas Counseling and Guidance Center works collaboratively with both the County and City jail. We also work with Mercy hospitals in Paris and Booneville to help with diversion from the jails, ER and to identify and assess those in crisis.

Tragedy response in schools and the community where suicide or traumatic events have occurred

Western Arkansas Counseling and Guidance Center works with juvenile office to help them get any child placed in services and develop the best course of treatment. We work with them to get families more involved and work to divert from jail

### **Polk County-**

Western Arkansas Counseling and Guidance Center has representation on the MDT (multi-disciplinary team) which also includes juvenile services, DHS, child advocacy center, the sheriffs department, state police, and the prosecutor's office. The team discusses hotline calls in order to coordinate services for those involved.

Western Arkansas Counseling and Guidance Center works with the Polk county sheriffs department and local police department to do onsite screenings or through telemed. Involuntary commitment screenings are done as well. FORP services are also provided to restore those who have been identified as incompetent to stand trial.

Western Arkansas Counseling and Guidance Center works with the Mercy Cooper Child Advocacy Center to coordinate services for children that have experienced abuse.

Mena Hospital uses Western Arkansas Counseling and Guidance Center to provide crisis screenings and coordinate services for ambulance transportation for those needing inpatient treatment.

Tragedy response in schools and the community where suicide or traumatic events have occurred

Western Arkansas Counseling and Guidance Center works with juvenile office to help them get any child placed in services and develop the best course of treatment. We work with them to get families more involved and work to divert from jail.

Tragedy response in schools and the community where suicide or traumatic events have occurred.

**Scott County-**

Western Arkansas Counseling and Guidance Center has representation on the MDT (multi-disciplinary team) which also includes juvenile services, DHS, child advocacy center, the sheriffs department, state police, and the prosecutor's office. The team discusses hotline calls in order to coordinate services for those involved

Scott County Hometown Health Coalition- We send a representative each month to explore ways to improve the health and well-being of the community. Also participate in community events. For example, we will be set up to promote services at "Waldron Tradin' Days" on April 6<sup>th</sup> in connection with Child Abuse Awareness month.

Western Arkansas Counseling and Guidance Center works with the Scott county sheriffs department and local police department to do onsite screenings or through telemed. Involuntary commitment screenings are done as well. FORP services are also provided to restore those who have been identified as incompetent to stand trial

Western Arkansas Counseling and Guidance Center does Involuntary Commitment screenings.

Western Arkansas Counseling and Guidance Center works with the juvenile probation office for those on probation, diversion or FINS.

Partner and work with area DHS workers and supervisors to work together in helping fulfill the needs of children and families.

Mercy Hospital in Waldron- provide crisis screenings and coordinate services for ambulance transportation for those needing inpatient treatment.

Tragedy response in schools and the community where suicide or traumatic events have occurred.



**E.3.H. Describe how you will administer Social Services Block Grant (SSBG) Title XX Services within the Region you are proposing to provide services and describe your plan to meet the requirements in RFQ Section 2.3.2.H including but not limited to:**

- a. **Make SSBG Title XX Services available to the SSBG Title XX Population of all Clients who meet the criteria outlined in the SSBG Manual (Attachment H).**
- b. **Administer traditional and non-traditional SSBG Title XX Services as described in RFQ 2.3.2. H.2.**
- c. **Complete the DHS 100 Form.**

**Compliance with Social Services Block Grant requirements found in Attachment H.**

Upon the request of the client for payment assistance, the client completes paperwork to provide the necessary documentation for Title XX utilization. This documentation includes proof of income (check stubs, tax returns, social security payments, etc), proof of Arkansas residency (driver's license, utility bill, etc.), and proof of no other insurance provider.

Western Arkansas Counseling and Guidance Center provides counseling services (SSBG codes 29 and 43) in every county in Region Five. Through the Intensive Family Services program, Western Arkansas Counseling and Guidance Center works with families and children for the prevention of neglect and abuse, and intervention to prevent institutionalizing family members (SSBG codes 38 and 56).

The DHS 100 Form is incorporated electronically in the Credible electronic medical records system, and an electronic signature is obtained from the client.

**E.3.I. Describe how you will ensure the provision and availability of Expanded Services within the Region you are proposing services and describe your plan to meet the requirements in RFQ Section 2.3.2.I including but not limited to:**

- a. **Ensuring the following services are available directly or through a sub-contractor:**
  - i. **Partial Hospitalization.**
  - ii. **Peer Support.**
  - iii. **Family Support Partner.**
  - iv. **Supported Employment.**
  - v. **Supported Housing.**
  - vi. **Therapeutic Communities.**
  - vii. **Acute Crisis Units.**
  - viii. **Aftercare Recovery Support.**

**Vendors are encouraged, but not required to participate in the purchase of necessary psychotropic medication for individuals when there is no other payor source. If you chose to pursue this, describe your plans to implement and coordinate this service.**

**The Community Mental Health Center must provide access to Medication Assisted Treatment in each county within their contracted region.**

**Partial Hospitalization Program(PHP):** Western Arkansas Counseling and Guidance Center, as an Outpatient Behavioral Health Agency, OBHA, certified agency, has recently submitted applications for Partial Hospitalization for both adult and children/youth programs. The plan for the PHP program for the adult population is in Sebastian County. This program would be appropriate for persons of age 18 and older from Crawford and Sebastian Counties. Franklin and Logan County referrals would be possible with transportation. Transportation alternatives and grants are being explored to address the problems with non-Medicaid transportation. The program will be located on our Primary Service Center campus located on South 70<sup>th</sup> Street in Fort Smith. The Booneville Clinic in Logan County already has an existing day treatment program that functions only a few days each week. Again, this population from Booneville could utilize the Sebastian county PHP if transportation warranted. Child and youth Partial Hospitalization programs have also been recently submitted for Crawford County. The Van Buren location is a strategically located hub for the Crawford County area as well as those in Sebastian County. The staffing ratio requirements for PHP programs create challenges in more rural areas. The center is exploring the possibility of opening a PHP program in Paris, AR at our expanded county clinic location in Logan County for the purpose of youth from County Line, Charleston, Paris and surrounding schools near the co-op area. The evolution of co-occurring programming may also lend itself to identify greater needs for PHP or IOP for this area.

**Peer Support:** Western Arkansas Counseling and Guidance Center has recently hired Peer support personnel and plan to expand the utilization of peer support persons to provide services and support for both mental health and co-occurring/substance abuse areas. The Adult day treatment programs plan to expand upon the services and support by peer support specialists within these programs and within PHP, when appropriate to aid in linking individuals up to resources and provide support. Peer Support Specialist (PSS) services and support will be more prevalent in day treatment that is already in place. PSS will also be vital and a more central role in the Drop-in/Clubhouse model also to be created for the RFQ. The center plans to seek out Drop-in and consumer led programs demonstrating success and will make site visits and lay-out a blueprint for this programming to include but not limited to: classes, help with resources, Classes, help with resources, serve as role models, help with meeting personal goals, building alternative social networks, providing information in regards to self-help groups, encourage community networking (social, recreational, spiritual, educational or vocational linkages), mentoring, coaching, encouraging, positive guidance and sharing life experiences. Teaching life skills as basic skills used to handle commonly encountered situations in daily life is important. This will include ways to handle problems, accepting responsibility, money management and honoring commitments. Self-care skills, such as, cooking, cleaning, laundry and shopping are all

important as well. The agency also plans to create additional roles for PSS in the realm of co-occurring disorders treatment programming. Western Arkansas Counseling and Guidance Center will have a no wrong door policy and will utilize PSS to assist and welcome and link persons seeking recovery to the programs and services that might best meet their needs. Western Arkansas Counseling and Guidance Center plans to expand upon the services already provided at the HOPE campus and in collaboration with the HOPE campus to include PSS providing services and support at the HOPE campus and to work in a proposed sobering center and possibly a Therapeutic Communities program. Western Arkansas Counseling and Guidance Center will advertise and explore the possibilities of recruiting and hiring PSS personnel in each county. This may also be a possibility for use in transportation as a program similar to ours in Baton Rouge, LA utilized a peer support person with the appropriately vetted credentials and motor vehicle verifications to transport consumers to and from the treatment programs and consumer run program. This would be potentially utilized in the more remote areas of Scott, Logan and Polk counties.

**Family Support Partner:** The Family Support Partner service is an OBHS Tier 2 and Tier 3 service that is provided to the parent or caregiver of the youth receiving services. The FSP is a legacy family member with lived experience as the caregiver of children or youth with behavioral healthcare needs. The FSP provides individualized peer – to –peer support to parents or caregivers to address the identified needs of the family. An FSP may assist in a variety of areas including: household management, child rearing strategies, individual and/or family advocacy, social support, self-care techniques, educational support systems advocacy, securing resources and developing a natural support system. The FSP can also assist families with appropriate communication and navigation of youth serving systems. The service is individualized based on the needs of the family and ultimately the goal of the FSP is to empower the family to recognize and utilize their strengths in a manner that results in recovery and resiliency. For the center's SafeCare programs and for programs serving clients referred from DHS and other appropriate youth/families, the FSW becomes involved following a report after each home visit with a progress report. If there are concerns with the client that prevents us from completing the sessions, the provider and FSW will work together with the family.

**Supported Employment:** Western Arkansas Counseling and Guidance Center does offer supportive employment in the day treatment program and intensive day treatment program and will be expanding this to the PHP program as well. Currently, this is offered in our day treatment programs in Sebastian and Logan counties. Many of our clients live at the Hope Campus (homeless shelter) and they offer supportive employment. We partner with them and offer these services to our clients there as well. Western Arkansas Counseling and Guidance Center is looking to expand this service to offer this and make available to eligible individuals. Individuals that express a desire and have a goal for competitive employment and who, due to the impact and severity of their mental illness, have recently lost employment, or been underemployed or unemployed on a frequent or long term basis. Services will include supports to access benefits counseling; identify vocational skills and interests; and develop and implement a job search plan to obtain competitive employment in an integrated community setting that is based on the individual's strengths, preferences, abilities, and needs. We will host job fairs or gain information for clients to visit job fairs. Staff could accompany clients on interviews and provide ongoing support once they gain employment. Some of these trainings may include: menu planning, food preparation, housekeeping and laundry, budgeting and money management, following medication regimen and interacting with criminal justice system.

**Supported Housing:** Western Arkansas Counseling and Guidance Center does offer supportive housing in the day treatment program and intensive day treatment program and will be expanding this to the PHP program as well. Currently, this is offered in our day treatment programs in Sebastian and Logan counties. Many of our clients live at the Hope Campus (homeless shelter) and they offer supportive housing. We partner with them and offer these services to our clients there as well. Western Arkansas Counseling and Guidance Center is expanding this service to ensure that clients have a choice of permanent and affordable housing. The service would emphasize the development and strengthening of natural supports in the community. The service provider will assist clients in locating, selecting, and sustaining housing that is chemical free and transitional; offers opportunities for safe involvement in the community; and also supports the

clients' individual recovery. Living without stable housing can drastically worsen health. Homelessness can exacerbate mental illness, make ending substance abuse difficult, and prevent chronic physical health conditions from being addressed. People with these and other health issues often end up in crisis situations while living on the streets, and emergency rooms may be the only health care they are able to access. Although affordable housing is part of the solution, some people may need their housing coupled with supportive services to maintain it. For instance, service providers can help people with mental illness pay their rent on time and understand the rights and responsibilities outlined in a lease, or can make sure people with chronic illnesses manage their diet and medicine properly, which can keep them out of hospitals or nursing homes.

**Therapeutic Communities:** WACCG currently refers to Birchtree and Midsouth Behavioral Health System's Therapeutic Communities programs. Memorandums of understanding are in place with both facilities. Western Arkansas Counseling and Guidance Center is exploring the possibility of establishing a Therapeutic Communities program in Sebastian County in collaboration with the HOPE campus, the Fort Smith Homeless Shelter. We have learned by case experience of many times a person being discharged from the CSU/ACU in Fort Smith needs such a program for success and continued care. We also find times when a patient we have approved for acute care become wedged in a system and needs this level of programming and housing with the more restrictive level of care. We believe it is a need in our area. There is not yet a timeframe for the proposed plan to establish a Therapeutic Communities program; however the Director of the HOPE campus and the leadership of Western Arkansas Counseling and Guidance Center traveled to San Antonio in February to tour their programs. Western Arkansas Counseling and Guidance Center will be reaching out to DPSQA for further information on Certification requirements as this plan proceeds.

**Acute Crisis Units:** Western Arkansas Counseling and Guidance Center is very proud to have established the first Crisis Stabilization Unit an Acute Crisis Unit in Arkansas under ACT 423 for the purpose of jail diversion. The Sebastian County Five West Crisis Stabilization Unit opened March 1, 2018. As a program of the Western Arkansas Counseling and Guidance Center, the "Sebastian County Five-West Crisis Stabilization Unit" incorporates a multidisciplinary approach to the treatment of behavioral health and co-occurring disorders. All staff is trained to provide quality, culturally competent, trauma informed and co-occurring capable treatment. The treatment team includes a staff psychiatrist, APRNs, registered nurses, licensed mental health professionals, qualified behavioral health professionals, licensed and/or certified alcohol and substance abuse treatment providers, peer or recovery coaches, licensed practical nurses and techs. The program integrates evidence based therapy and intervention approaches as well as trauma informed care.

The CSU is primarily a sixteen bed unit, serving individuals ages 18 and up, who are referred by CIT trained law enforcement officers. Referrals may also be initiated within the community. The unit and staff will provide immediate access to assessment, mental health treatment, triage, stabilization and aftercare planning and follow-up. The unit will admit individuals on voluntary basis that are medically stable. The average length of stay is 72 hours. Referrals will be made by Western Arkansas Counseling and Guidance Center emergency crisis on call therapist as well.

**Aftercare Recovery Support:** Western Arkansas Counseling and Guidance Center understands that Aftercare is far from an "afterthought" and it is one of the most important pieces to therapy, whether it be an individual, crisis management or co-occurring treatment. We start aftercare planning once you enter as a client in our Crisis Stabilization Unit or in our co-occurring program, as well as, in individual counseling. The treatment team works to identify the tools and skills that the client will need to be successful after completing a program or therapy. For co-occurring clients, we work on building relationships with family and community, support groups, volunteer programs that support sobriety, alumni organizations, faith based programs, 12 step meetings, maintain outpatient therapy for mental illness and continued education to name a few. For clients in the crisis unit, the planning starts immediately with finding support systems, access to housing, identifying needs such as insurance, medical treatment, any other support system the client might identify as a need, and they will get referred to further treatment such as outpatient, co-occurring and drug and alcohol rehab. These services are established to maintain or help with continued

stabilization of the client. The ultimate purpose for such aftercare planning is to keep clients engaged as they make the transition back to life without such programs/therapy. Some ways that Western Arkansas Counseling and Guidance Center does utilize aftercare to help are:

- By helping clients make healthy choices about their lifestyle, activities, and relationships
- By reinforcing the skills they have learned for coping with stress and strong emotions
- By teaching them how to identify their own triggers and prevent a relapse
- By teaching them how to minimize the damage of a relapse/psychotic break if they do slip back into destructive behavior
- By giving them access to supportive individuals and groups that can help them beyond the therapy/recovery process, such as peer support or QBHP's

Moving forward, Western Arkansas Counseling and Guidance Center will be looking to provide more regular support groups to help with clients when they transition back to everyday life without regular therapy/recovery. It would also be to assist clients in strengthening their skills and offer the support they need and build relationships.

The center has and will continue to purchase necessary psychotropic medications as are medically necessary and deemed appropriate in order to help persons served maintain the highest level of functioning and to prevent deterioration.

Western Arkansas Counseling and Guidance Center has already begun the process and planning for the provision of Medication Assisted Treatment, MAT. The agency in this planning recently hired a Licensed Mental Health Professional with experience in Substance abuse treatment and prison treatment services, to take over the supervision and direction as the Coordinator for Substance Abuse Services. Although the agency has provided co-occurring services for a number of years in each county within the Region, this change in leadership was made to better propel the momentum and breadth at which Western Arkansas Counseling and Guidance Center may offer, advocate and deliver a wide array of co-occurring capable services throughout the Region. Mental Health professionals, and QBHPs currently provide SA screening assessments, urine drug screens and provide medically necessary treatment in each county. The *No Wrong Door* philosophy will apply to Substance Abuse/co-occurring service provision as well as other behavioral health services. A warm welcome is emphasized, as we want to help anyone with even the slightest desire to live clean and sober.

The expansion to include MAT will involve our medical providers seeking additional online training through SAHMSA. The Medical Director already holds a certification for MAT through 8-hour training from the APA and holds an X-DEA number. He has experience in MAT in other states. This certification is currently being sought through SAHMSA in order to be recognized by the State of Arkansas. We are planning to hold training for APRNs in order for them to take the 24-hour online training for SAHMSA certification for MAT waiver. The Co-occurring treatment team is quite extensive with the agency having Licensed Mental Health Professionals, LMHPs with specific credentials in SA certification and/or licensure in addition to their independent therapy license. Western Arkansas Counseling and Guidance Center holds the belief for someone to provide SA treatment; they need to receive training and CEU's beyond their regular MHP training for greater understanding of addiction and treatment of alcohol and substance abuse. Many of our clinicians hold and Licensed Alcohol Drug Abuse Counselor, LADAC or Advanced Alcohol Drug Certification, AADC. The QBHPs who work in the Co-occurring program are Counselors in training or CADC. The family component is another aspect the agency feels strongly needs to be a core component for recovery. There will be requirements for therapy beyond the minimum of 1 visit per month while under MAT. This will be based on medical necessity. The agency has also remodeled a building on the Fort Smith campus in order to make a more welcoming place to come when seeking recovery. The recent Paris Property addition may be an option to expand co-occurring treatment as well and is greatly needed in the county. With the use of telemed across the counties within the Region, there will be no limitation to medical providers and the provision of medically necessary medical visits. The plan for the medical department is for a medical provider to at a minimum provide in person services in a clinic at a minimum of once

a month in each Region 5 county clinic location. There is a plan to pilot a virtual waiting room and use telemed in each county clinic in order to provide the necessary medical coverage for these counties. The virtual waiting room will help the agency in managing no shows and helping to improve access to care for the entire Region. Just in time scheduling for medical appointments is also being implemented and aimed at reducing no shows and helping to improve access to care. Western Arkansas Counseling and Guidance Center is already experiencing shorter wait times in the availability of appointments with a medical provider for medication evaluation and management compared to Just-in-time, JIT implementation, which helps to reduce no show appointments for medical providers.

**E.4.A. Describe how your company will develop community collaborations and partnerships and your plan to meet the requirements in RFQ Section 2.3 within the Region you are proposing services including but not limited to:**

- a. Collaborate with diverse stakeholders within the proposed Region.**
- b. Collaborate within the community to assist with assistive outreach, Early Intervention, and stabilization of individuals who may reside in jails, be hospitalized, experiencing a FEP, or have re-occurring crises.**
- c. Assist in developing short and long-term solutions to help individuals connect with community supports.**
- d. Focus on developing collaborations to prevent deterioration of Clients and enhance Clients' functioning and provide community members with a full array of medically necessary behavioral health care services.**
- e. Develop partnerships with child and youth serving agencies and family organizations to avoid children and youth being placed outside their home and community.**

Western Arkansas Counseling and Guidance Center has been fortunate since its establishment as a Community Mental Health Center in 1972, to develop longstanding relationships with and community partners for 47 years across Region 5 to include all 6 counties of Sebastian County, Crawford, Franklin, Logan, Scott and Polk Counties. The list of partnerships and collaborations with relevant agencies, stakeholders and groups within the Region seem to be continually growing. Each year the center holds an annual luncheon celebration, which normally brings approximately 350 individuals from across the area we serve. This year we are planning for approximately 400 to attend. Each one of the 6 counties has had an established behavioral health clinic, with a multidisciplinary team of personnel living and working in the very community they are serving. Western Arkansas Counseling and Guidance Center is more than simply bricks and mortar; it's made up of individuals who live, shop, dine, and attend faith based and other community functions in the communities. There is a true vested interest in serving the communities in Region 5. The organization collaborates with diverse stakeholders across the region. Those more central collaborations to service delivery include local hospitals, medical treatment facilities, medical detoxification centers, health centers and FQHCs, primary care physicians, psychiatric hospitals, residential substance abuse service entities as well as housing and employment authorities. Local law enforcement, sheriff departments and first responders have been key to coordination of persons requiring behavioral health services, especially during crisis. More recently, greater collaborative relationships have formed with individuals and entities within the judicial system and criminal justice system, developing a more comprehensive collaborative system of coordination for persons who are vulnerable to the communities array of silos and systems. The work underway is making great strides at breaking down silos and bringing together groups and entities normally working in very separate functions. The leadership of the agency participates on the Criminal Justice Coordinating Council made up of local judges, sheriff department personnel, city administrator, city police, jail administrators, prosecutors and defenders, the media and community members. Communications with parole and probation offices both state and federal are a part of our daily operations. Local and state representatives and senators are stakeholders to our organization as we serve those persons most vulnerable in the counties represented in Region 5. The establishment of the Acute Crisis Unit is a good example of having strong partnership with the state and county in its implementation and ongoing operations.

All levels and entities of education are sources of collaborative relationships. Providers of education are often entities interacting and intercepting persons in need of behavioral health services, from birth to adult populations. This may be preschools, elementary, middle, junior high and high schools as well as colleges, medical schools and adult education. The military is another strong stakeholder and collaborative relationship with many of its veterans intercepting the community and experiencing behavioral health issues. Employment agencies and manufacturing as well as the Chamber of commerce, faith based groups, foster care programs and child-welfare and family support groups. Cancer support houses, child advocacy centers, crisis centers for adults, shelters, civic groups and 12 step recovery and support groups.

Advocacy groups such as NAMI and disability rights groups, minority and family-led organizations. Advocacy and awareness efforts also bring about creative collaborations for example, Step Up, Speak Out is an awareness campaign to help Stop child abuse. Many area members of the community from all business entities such as banks, education, marketing, behavioral health, child advocacy centers, etc

come together for such an effort. Meetings and outreach occur in each county in order to better assess specific community needs. These collaborations focus on identifying problems, checking the current status quo and establishing ideas, goals and desires as well as action plans, identify alliances needed to better educate, create awareness, improve access to needed resources, prevent deterioration or enhance whatever might be identified.

Western Arkansas Counseling and Guidance Center holds office Think Tanks and works to be innovative in our work within the communities we serve. Early intervention and prevention begins with education and awareness for our communities and its stakeholders. The center invites the stakeholders to the table or we go to them to find innovative ways to identify community needs and better find root cause solutions. Early intervention and prevention efforts include a new contract with Arkansas Children's Hospital in a program called Safe Care. SafeCare is an evidence-based training curriculum for parents who are at-risk or have been reported for child maltreatment. Parents receive weekly home visits to improve skills in several areas, including home safety, health care, and parent-child interaction. Safe Care, AR is a home visiting program for families of children birth to age 5 that helps parents create a secure home environment, structure, and routines for their young children. A SafeCare AR provider makes weekly home visits to the family's home. Providers work with parents in three areas: parent infant/child interaction, home safety, and child healthcare. The goals of SafeCare AR are to help parents prevent and identify common childhood illnesses or injuries, determine when a child should go to the doctor, aide parents in keeping their homes safe, and increase positive interactions with their infant or child. Our agency has trained clinicians working with children from 0-5years of age. The agency has programs for early intervention, working with preschoolers and helping them with readiness for kindergarten. Intensive treatment programs are provided and work through extreme emotional or behavioral disturbances in children who are school age. In terms of early intervention and outreach, the agency facilitates collaboration among the criminal justice, 911 dispatch, first responders, local law enforcement, mental health and substance abuse treatment systems to accurately respond to anyone who might present at any juncture of the community. The agency along with each county seeks to facilitate a county wide system-level approach to more comprehensively responds to people with behavioral health issues by promoting cross-training for justice and treatment professionals, facilitating communication, collaboration and strengthening the infrastructure that maximizes opportunities to connect with someone early in the process for early intervention whether it be for child, youth or adult populations. As a result of the establishment of the first Crisis Stabilization Unit/acute crisis unit under ACT 423 for the purpose of jail diversion, a Community Round Table was formed. This Community Round Table brings together key stakeholders from the communities to identify needs and awareness of the priority population, especially to find effective solutions for those persons who frequently utilize the system. The efforts worked to establish cohort data of those frequent flyers. The efforts are aimed at reducing emergency room visits, hospitalizations and incarcerations and helping those individuals to enter the appropriate treatment and find lifelong recovery within their communities. The agency has licensed mental health professionals responding to law enforcement, jails, hospitals and other sources as they respond to crisis screenings and/or the need for behavioral health services within the region. The agency's licensed mental health professionals respond face to face to screen anyone who presents in the region with a behavioral health crisis including schools, college campuses, jails, hospitals to name a few. These long established relationships combined with a reliable and accountable Community Mental Health Center partner, aligns a functional system for a timely and efficient request-response network to intervene and assist. Enhanced technology is a part of current pilot projects and being implemented to better serve the public safety and officer safety. Also, platforms such as Collective Medical is being examined for use with the center's Acute Crisis Unit and its stakeholders, a platform for shared information of electronic medical records or status of criminal justice and hospitalizations to expedite and provide more timely and informed decision making for authorities and providers when in the field. The Center's team responds timely and efficiently with triage, mobile crisis response, assisting in intervention and stabilization services no matter what point in the process. The past year of operations in the Acute Crisis Unit, The Five West Crisis Stabilization Unit, brought about many processes by which we have worked to enhance early identification with appropriate mobile triage, early intervention, and assistive outreach. These efforts cannot occur in a vacuum. The unit serves the 6 counties. Community engagement is critical to success and use by the Region. The center makes it a priority to be available to the communities we serve and in



doing so, this requires a proactive engagement process by which persons working in each county engage its stakeholders on a regular and ongoing basis.

Western Arkansas Counseling and Guidance Center works closely with each county in Region 5. Each county has its unique needs. Meetings with community leaders and stakeholders from each county and the agency's area clinical/operational supervisors, accordingly, assist in developing the short- and long-term solutions to help individuals or entities connect with community supports. For instance in Acorn; the leadership of the local Wellness center is made up of key leaders of that community. It's the local interests and the ownership within each unique community that sets the center apart from groups working to cover an area from afar. The agency is participating in a 100 families initiative with a commitment to take 100 families/persons from crisis to career to helping solve the child welfare crisis in our region. The Restore Hope Project is another initiative the agency is collaborating with in strengthening and preserving families. Community leaders come together to collaborate and identify problems in the community, barriers, wants, goals and desires as well as what it will take followed by action. The agency is beginning to utilize HARK, a technology platform utilized to connect providers and clients through sector development, deep relationships, and innovative technology to empower the community towards improved collaboration. WRAP around services have been promoted in order to treat individuals in a more holistic approach in order to utilize natural supports when available in order to promote long term success. In Mena, AR; local law enforcement, jail administration and other key leaders have collaborated with Western Arkansas Counseling and Guidance Center as they have met challenges within their community and sought help with solutions to overcrowding, issues related to persons incarcerated or handling of persons who may need treatment, but have been detained by law enforcement. Solutions are often multi-faceted and require the input and cooperation of various entities, including other behavioral health and substance use providers in the county of origin.

Western Arkansas Counseling and Guidance Center's collaborations as listed in the attached sheet show a wide variety of organizations, civic groups, crisis centers, shelters, clinics, from education to healthcare, cancer support houses, etc in which the needs focus on assisting persons with functioning and/or preventing deterioration. The following school districts are served by the center: Greenwood, Charleston, Paris, Ozark, Booneville, Magazine, Mulberry, Cedarville, Van Buren, Alma, Future School of Ft. Smith, Mena, Waldron, Ouachita River, Cassatot River and Lavaca school districts. Case staffings for teachers to educate them on mental health issues, concerns, symptoms and awareness. These relationships provide the linkage to the full array of behavioral health services for those persons identified as at risk or in need. Trauma training to help educate staff about children with trauma help increase awareness and services for children and families to be better identified by these entities. Tragedy response in schools and communities where suicide or traumatic events have occurred also help to provide the appropriate linkage to service in such an event. The very nature of the collaborations with jails, criminal justice and programs such as Forensic Outpatient Restoration are to quickly provide a behavioral health assessment which includes substance use evaluation and level of severity in order to establish the best course of action and plan to help the individual with the array of behavioral health services to prevent regression and to improve the person's level of functioning. Beyond simply making measurable improvements, the center's multidisciplinary teams exceed standards by providing WRAP-like services and linkages to assist anyone we serve to supportive programs, resources and help that individual meet their fullest potential.

Western Arkansas Counseling and Guidance Center, in 1960 even prior to becoming a Community Mental Health Center in 1972, was the Child Family Guidance Center under the guiding hand of Dr. Roger Bost. Central to the mission, then and now, is the significance of partnerships in helping to serve the children and youth, and families of this region. The agency is excited to have recently partnered with Arkansas Children's Hospital in a program, SafeCare, AR. Finding staff in the agency that are passionate about serving children and youth is not hard to do. The teams often hold Thank Tanks and have called in state and local DCFS personnel in order to have a round table discussion and brainstorm on ideas based on identified needs. The agency currently contracts with DCFS in order to provide Intensive Family Services which provides an array of intensive services to help prevent children from being removed from the home and to preserve the family. Given knowledge of the astoundingly high numbers of children currently in the foster care system, our teams work tirelessly in order to proactively engage the community partners and provide the medically necessary behavioral health services as well as WRAP support through CASSP and/or other resources. The agency works with STEPs, The Call, 100 families initiative, Restore Hope, Comprehensive Juvenile Services, CASA, Attorney ad litem, faith based organizations,

shelters, group homes, wellness centers, areas of academia across the region's school districts and Juvenile detention and courts. The agency has a number of registered play therapists as well as therapists trained in Trauma Focused-Cognitive Behavioral Therapy and all staff is able to provide trauma informed and culturally competent services. Western Arkansas Counseling and Guidance Center's, Fostering Change program- of Community Reintegration is the first of its kind to open in Arkansas. The treatment team demonstrates compassion and training on a daily basis to these youth that have been institutionalized as they are difficult to place adolescents in the foster care system. The treatment team has worked very closely with DCFS and the community. The list of community partners is very long of persons who contributed to the furnishing and decorating of this unit. A group of community leaders in Logan county are currently working to help find additional resources to secure a property to donate for the purpose of giving these children a real home, group home, but a home rather than a facility to live in while they are working to become productive and maximize their potential and opportunities for success. Our therapeutic foster care program, WATCH has grown by leaps and bounds, as it's up to 38 children and 33 homes. Comprehensive Juvenile Services is another partner. A meeting was recently held in which we learned of an increasing need for children and youth to receive behavioral health services, specifically for sexually deviant behaviors. As a result the agency is in the planning phase of programming to better train licensed mental health professionals and expanding these services to all counties as there is a shortage of Licensed Mental Health Professionals to provide such treatment. Group homes and shelters serving the foster care population are groups we partner with to provide crisis screening, intervention and stabilization services to as well as the full array of behavioral health services. This agency has assisted the local groups recently as they are working to become CARF accredited as group homes and residential settings. The center's Learning Enrichment and Appropriate Play, LEAP program for early intervention as well as CPP (Child-Parent Psychotherapy) therapists that work with DCFS families and also the community members with children under 6 that are exposed to violence and child maltreatment. Efforts are made to help keep sibling groups together and to work in the best interest of the child.

## E.5 STAFFING REQUIREMENTS

**E.5.A. Describe your company's staffing plan for the Region you are proposing to provide services and how you will ensure the services you render to Clients are provided within the scope the performing healthcare provider:**

- a. Describe your policies and procedures for training all staff and tracking the training requirements.
- b. Describe your ability to demonstrate on-going staff development and recruitment.
- c. Describe your efforts to ensure all staff are good stewards of state and federal funds.

Western Arkansas Counseling and Guidance Center employees 257 employees to provide services to persons served in the six counties that constitute Region 5. Of the 257 employees, 67 are full time Licensed Mental Health Professionals, 14 are part time Licensed Mental Health Professionals, and 2 are contracted Licensed Mental Health Professionals. 10 Medical Providers are included within the 257 employees of Western Arkansas Counseling and Guidance Center which includes a psychiatrist, physician, DAPRN, and APRNs. 71 Qualified Behavioral Health Providers deliver care throughout Region 5 to persons served. In order to ensure the initial intake is a respectful and compassionate experience for new persons, each location has trained County Service Representatives to assist new clients through the initial process of becoming a client. To support in providing quality care, Western Arkansas Counseling and Guidance Center has a dedicated Medical Records Team, Billing Department Team, Quality Assurance Team, Workforce Development and Management (Human Resources) Team, Information Technology Team, Credentialing Team, Maintenance Team and Administrative Team. The Core Values that the agency implemented June of 2107 are a driving force for the compassionate and respectful services that Western Arkansas Counseling and Guidance Center provide for Region 5. The Western Arkansas Counseling and Guidance Center Core Values are an integral part of the recruitment process. The agency strives to recruit employees who *embrace change through clear communication, respect, compassion, and adhere to a strong work ethic*. During the interview process (which includes more than one interview session), recruits are asked value based questions with multiple interviewers participating. Adhering to a strong work ethic begins to be incorporated into each new employee's work experience during On Boarding. Each new hire completes an extensive On Boarding which includes but is not limited to an Introduction/Overview of Western Arkansas Counseling and Guidance Center (Mission Statement, Core Values, Programs and Services, History of Western Arkansas Counseling and Guidance Center), Crisis Prevention Intervention Certification Training, CPR/First Aid/AED Certification, Credentialing, Electronic Medical Record (Credible) Training, Health and Safety Training, HIPAA Training provided by the Western Arkansas Counseling and Guidance Center Chief Information Officer, Payroll System (ADP) Training, and Personnel Policy Training. Also during On Boarding, Western Arkansas Counseling and Guidance Center new hires complete on-line training courses via RELIAS which include course completions on HIPAA and Corporate Compliance and Ethics, as well as policy acknowledgements. Newly hired QBHPs also complete 40 hours of additional RELIAS courses during their On Boarding experience towards earning their QBHP certification along with completing a Life Skills Assessment. Each new hire signs the Western Arkansas Counseling and Guidance Center Employee Orientation Checklist upon completion/review of each element listed on the checklist. Upon obtaining the new hire's dated signature on the Checklist, the On Boarding Coordinator also signs and dates the completed Checklist, which is then filed in the new hire's Personnel File per company policy.

As part of Western Arkansas Counseling and Guidance Center's Personnel Policy, a **Staff Development Plan** is followed to ensure that ongoing training is provided to all personnel:

**Policy:** Every effort will be made to insure that each employee functions at the highest professional level possible. To ensure this, efforts will be made to have employees involved in continuing education workshops and inservice training as it relates to their own profession.

**Guidelines:**

1. **Online Training:** The Center requires mandatory annual training and, as needed, additional required training for all employees. As part of our commitment to staff training and development, we provide online courses within a learning management system. Employees are given access to their training plans via a password secured log-in. The employee's online training plan will list any mandatory training requirements by the Center as well as specific due dates.

All mandatory training is expected to be complete on or before the "required by" due date and should

be completed during the employee's scheduled work hours. Employees may elect to complete mandatory online training outside their regular scheduled work hours, at their discretion, but there will be no additional compensation or time-off. Supervisors are expected to allow training time within normal work hours.

From time to time, a supervisor may recommend specific online courses as a performance improvement activity to be completed during normal work hours.

The online management training system provides a library of professional courses on a variety of behavioral health and human service topics. Employees choosing to take online courses at their own discretion, as electives, must do so on their own time and will not be compensated for their time.

- 2. Professional Training:** A "Continuing Education Request Form" should be filed with the Human Resources Office after receiving approval from the employee's Program Coordinator and the Center Chief Executive Office before attending a workshop or seminar. It is the responsibility of the supervisor to check with the Human Resources Office to make sure the employee's request is approved.

On Line RELIAS Trainings are tracked for each Western Arkansas Counseling and Guidance Center staff member via reporting system within RELIAS. Reports are generated to track the completion of all required RELIAS trainings. These reports are generated by the Western Arkansas Counseling and Guidance Center RELIAS Administrators. Western Arkansas Counseling and Guidance Center Supervisors may also view RELIAS course completion reports for their Direct Reports.

Continuing Education Units are also tracked in RELIAS with additional CEU certificates earned by personnel being uploaded onto the specific employee's RELIAS transcript. This is a beneficial way to track CEUs for Licensed Mental Health Professionals, Medical Providers, and QBHPs. Western Arkansas Counseling and Guidance Center requires that agency QBHPs earn an additional 10 hours of CEUs each year to earn QBHP re-certification. The 10 CEUs are tracked and monitored within RELIAS. In addition to on line RELIAS training, Western Arkansas Counseling and Guidance Center schedules Mental Health Professional Quarterly Trainings for the MHPs. At these trainings, MHPs absorb the information provided on various NBCC approved trainings, e.g.: Ethics and Self Care, Motivational Interviewing, Trauma and Its Interventions, Suicidality and Clinical Diagnostics. The Medical Records Team, CSRs, Billing Department Team, IT Team, QA Team, and QBHPs may also receive additional training during Quarterly Training dates on new procedures that may be occurring within the agency to ensure clear communication is being provided for all personnel.

All licensures and certifications are kept within each employee's personnel file. When completing visits, auditors can then review personnel files to ensure all staff members are certified to provide the services within their scope of work. Personnel files are kept within double locked rooms to ensure all privacy measures are being adhered to.

CARF (Commission for Accreditation of Rehabilitative Facilities) standards are reviewed each year at CARF 101 training which is attended by Western Arkansas Counseling and Guidance Center's Director of Clinical Operations and Administrative Coordinator. Changes to CARF Workforce Development and Management (Human Resources) standards are communicated to Western Arkansas Counseling and Guidance Center staff and the Workforce Development and Management (Human Resources) Team to make certain that all personnel are receiving the specific training required for continued accreditation as well as ensuring that persons served receive the best quality care from the most qualified staff.

Each employee of Western Arkansas Counseling and Guidance Center completes federally required Fraud, Waste, and Abuse training annually by December 31st. This training is tracked through RELIAS with a report being generated to verify the completion of this course by all staff members prior to attesting to the completion of the training. In addition, the Western Arkansas Counseling and Guidance Center Quality Assurance Team reviews client charts on a continuous basis with analysis being provided at Quarterly Quality Assurance Meetings. If errors or discrepancies are found within charts, immediate protocol is followed to correct errors in order to adhere to Western Arkansas Counseling and Guidance Center personnel being good stewards of state and federal funding.

**E.6.A. Describe your company's policies and procedures related to Client records and record retention including:**

- a. A description of the electronic medical records system you use and what documentation is captured in the electronic medical records system.**
- b. How you plan to document all services rendered via the Contract's funding sources and report this data to DHS in the DHS-approved format and timeframe.**

Western Arkansas Counseling and Guidance Center uses 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 Western Arkansas Counseling and 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 Western Arkansas Counseling and Guidance Center to track patient progress from start to finish with treatment planning tools and quantifiable clinical outcome assessments.

All clinical documentation is captured, stored and retrievable from the Credible Behavioral Health Software along with reporting of all captured data. Western Arkansas Counseling and Guidance Center has worked closely with Arkansas DHS to develop reports and provide them in ordinance with contract requirements. Crisis services reports are provided monthly and contain detailed screening information for adults and children.

WACGC completes DHS required data entry in the system as specified by DHS no later than the 10<sup>th</sup> working day of the month. The agency documents all services rendered via the contracts funding sources and reports the data to DHS-approved format and timeframe. Any compilation and submissions requested by DAABHS is timely as agreed upon. Information on client specific information is given to DHS in the manner requested. Annual reporting is submitted as necessary for federal reporting purposes including identifying the number of unduplicated Clients receiving evidenced based services listed by SAMHSS. Maintenance of Effort reporting is reported as required to report annually the amount of Medicaid revenue received in the previous state fiscal year. At anytime upon request, WACGC may submit a written report describing quality improvement activities.

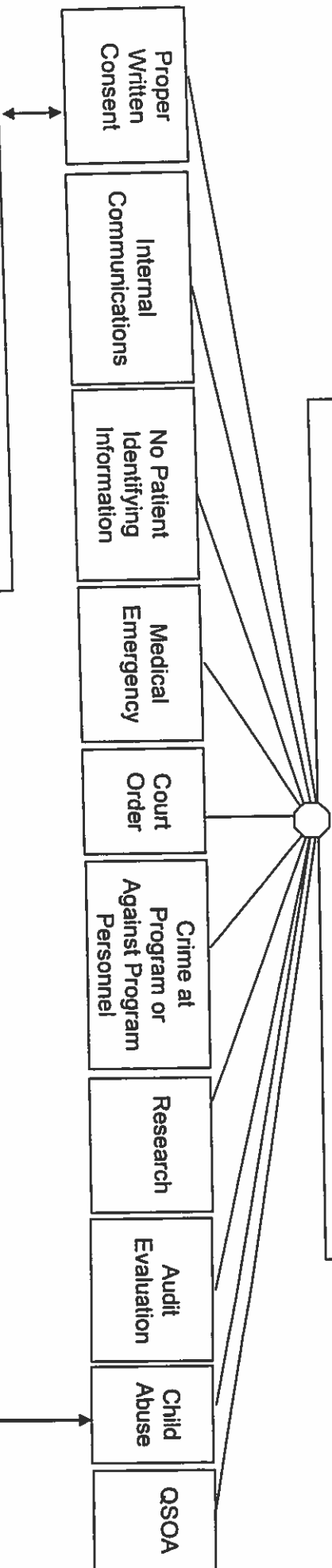
## **POLICY FOR RETENTION/ DISPOSAL ON MEDICAL RECORDS**

**For anybody who received "health care services" as an adult, store the records 10 years from last date of clinical service. For anybody who received them as a minor, store records for 10 years and also until they reach their 20<sup>th</sup> birthday. Arkansas statue of limitations for malpractice is 2 years after patient reaches age of majority, so age 20 is absolute minimum for anyone that received services as a child.**

**In Arkansas, all medical records shall be retained in either the original, microfilm or other acceptable methods for 10 years after the last discharge. After 10 years a medical record may be destroyed provided the facility permanently maintains the information contained in the Master Patient Index. Complete medical records of minors shall be retained for a period of two years after the age of majority.  
(Arkansas Regulation-007 05 CARR 002)**

**The General Rule:  
Individuals And/Or Entities Are Prohibited From Disclosing Any Patient Related Information**

**EXCEPTIONS: Conditions Which Permit Disclosure**



- ✓ Proper Consent
- ✓ Patient Name
- ✓ Program Making Disclosure
- ✓ Name of Individual or Organization Receiving Information
- ✓ Specific Information to be Disclosed (as limited as possible)
- ✓ Purpose or Need for Disclosure
- ✓ Statement of Understanding Including the Right to Revoke in Writing
- ✓ The Program's Ability to Condition Treatment and/or Consequences of Not Signing
- ✓ Expiration of Consent Date, Event or Condition
- ✓ Signature of Patient
- ✓ Date Signed by Patient
- ✓ Prohibition on Redisclosure
- ✓ Copy to Patient

**Reporting Abuse/Neglect/Domestic Violence About Individuals Other Than Children and Duty to Warn**

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HIPAA Permits Reporting

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42 CFR Requires Such Reporting to be Anonymous or Without Identifying Patient as an Alcohol or Drug Abuse Patient or Seek Court Order Before Making the Disclosure

## **1.20.01.00 TIMEFRAME GUIDELINES FOR CHART ENTRIES**

All entries made in the electronic chart and/or physical case records of the person served are to be completed in a timely manner to ensure quality continuity of care. Timeframe guidelines for specific types of chart entries are as follows:

1. Admission notes (screening/intake reports) are to be entered electronically or dictated for entry within two business days of admission.
2. Individual (service/treatment) plans are to be completed and electronically entered as soon as possible following admission, but at least within 2 weeks of the first billable service. They are to be entered in the EMR immediately following the attainment of signatures of all treatment team members. Treatment plans are to be reviewed periodically as needed. All charts receive a case review after the first 90 days. Medicaid requires case review at least every 90 days throughout the course of treatment.
3. Case manager/service coordinator progress notes are to be entered electronically or dictated for entry by the end of the next business day following the patient contact.
4. RSPMI Initial Service and Emergency Registration and/or Outpatient Behavioral Treatment Request Forms are to be entered electronically according to timeframe guidelines specified in the ValueOptions Utilization Review Manual.
5. Physician/clinician progress notes are to be entered electronically or dictated for entry by the end of the next business day of the patient contact.
6. The Medication Log is to be documented electronically at the same time the supporting documentation is completed following the provision of services.
7. Discharge summaries are to be completed electronically at the time of case inactivation or closure and entered in the EMR immediately following the attainment of signatures of appropriate team members.
8. Follow-up on missed appointments and referrals (unless contraindicated) is to be accomplished and documented in the EMR within two business days of the missed appointment or referral.
9. Clinical review of crisis intervention/assessment is to be accomplished and entered in the physical or electronic chart as appropriate within one business day of the occurrence.
10. Testing documentation is due to be entered in the electronic chart within 10 days after completion of administration of test(s).
11. Critical Incident reports are to be completed within one business day of the incident when possible. After appropriate routing and review is accomplished, the report will be maintained in a separate file by the Director of Continuous Quality Improvement.



Documents entered into the electronic chart system necessary for billings for services provided such as intake assessments, progress notes, physician's notes, treatment plans, case reviews, case management notes, etc., will have an electronic service ticket and electronic signature generated upon locking of the required document.

Non-compliance with these time-frame guidelines as well as others described in this policy may result in such employee sanctions as withholding the employee's paycheck, reductions in pay and ultimately termination of employment. Non-compliance may be assessed toward clinical staff for failure to document or sign notes in a timely manner, clerical staff for failure to turn around dictation, if applicable, or billing for not posting tickets in a timely manner.

Persons who terminate employment with the Center for any reason are expected to finalize all chart entries, service tickets and electronic signatures before his/her final Center paycheck will be released.

## **1.20.02.00 ELECTRONIC MEDICAL RECORD (EMR) CONTENTS**

In July 2002, the Center implemented an EMR system. EMRs for persons served are located within the Clinical Information System which resides on the AS/400 which is part of the Center's computer network system. The following documents may be found in an EMR of a person served and are accessible to the treatment team of patients.

### **ASSESSMENTS**

Psychiatric Assessment  
Children's Intake Assessment  
Children's Psychiatric Evaluation  
CAFAS Functional Assessment Scale  
Forensic Report  
Adult Intake Assessment  
Psychological Report  
Brief Diagnostic Review

### **CLINICAL**

Children's Group Note  
Clinical Memo  
Children's Progress Note  
Group Note  
Missed Appointment  
Progress Note

### **COMMUNITY SUPPORT**

Children's Case Management  
Adult Community Support Note  
Community Support Memo  
Adult Day Services Note  
Child/Adol. Day Services

### **CRISIS INTERVENTION**

Staffing-Consultation  
Adult Patient Data  
Child/Adol. Patient Data  
Emergency Contact  
Medical Report 861  
On-Call Memo  
Immediate Intervention

### **MEDICAID AUTHORIZATIONS**

Additional Clinical Information  
Managed Care Auth-Adult  
Managed Care Auth-Children  
PCP Referral – Scanned  
Reconsideration Form-Adult  
Reconsideration Form-Children  
RSPMI Registration  
Required Medicaid Docs-Adult  
Required Medicaid Docs-Child  
U21 Supportive Level Form

### **LEAP PROGRAM**

Leap Note  
Speech and Language Report

### **MEDICAL**

ADHD Medication Follow-Up  
Lab Report  
Medication Log  
Medication Call/Order  
Medical Memo  
Medical Missed Appointment  
Nursing Community Support  
Nursing Note  
Nursing Missed Appointment  
Psychiatry Note  
Physician Certification  
Child/Adol. SED Certification  
AIM

### **TREATMENT PLANS**

Children's Treatment Plan  
Medicaid Review/Authorization  
Treatment Plan  
Case Management Objectives  
Clinical Objectives  
Day Rehab Objectives

### **OUTCOMES**

BSI

### **MISCELLANEOUS**

Blank Page  
Change of Status  
Child/Adol. Change of Status  
Inventory  
Letter  
Release of Information

### **WATCH**

Monthly Progress Report

**1.21.00.00**

**REMOVAL AND SAFEGUARDING OF PATIENT RECORDS**

In addition to existing Center policies on confidentiality and informed consent, the following procedures will also be followed to safeguard patient records from loss, tampering, destruction, or unauthorized use:

1. All charts removed from Medical Records are to be officially checked out. Medical Records is to be notified if a chart originally checked out to a particular staff member is given to someone else during the day. This will allow the chart to be tracked if needed by others.
2. All patient charts are to be returned to Medical Records at the end of each work day for proper filing and are not to be kept in individual offices.
3. Patient charts, records, or copies of charts are not to be removed from the building except for such valid purposes as honoring a court subpoena or when a patient is transferring care from one county clinic to another. In these instances, the chart is to be personally accompanied by an authorized staff member at all times and contained in a lock box. Patient charts are not to be exchanged by mail except in emergency situations with prior administrative approval.
4. All patient charts are to be secured by lock in Medical Records at the end of each work day. There will be identifiable staff members designated to have access to patient charts should a chart be needed for any emergency purpose after normal working hours.
5. All Center staff members are responsible for helping insure the safe keeping and confidentiality of the Center's patient charts.

By following the above procedures, patient charts will not only be protected from damage or unauthorized use, but will also be easily tracked and accessible for use by appropriate staff members when needed.

Charts for clients seen at the County Clinics are filed at the appropriate county location. County charts on the EMR system are accessible at the in PSC in Fort Smith.

The individual record will indicate location of any other record.

**1.22.00.00**

### **DESIGNATING CHARTS INACTIVE PSYCHOTHERAPY AND MEDICATION MANAGEMENT**

#### **CASES NOT INVOLVING MEDICATION FROM A CENTER PSYCHIATRIST**

These cases will ordinarily be placed on inactive status when 90 days have passed without contact. At this point the clinician will complete a Change of Status form indicating the change to inactive status by checking the appropriate box. The clinician will also specify on the change of status form whether or not follow-up is indicated. The clinician will then fully complete the Discharge Summary describing in the narrative the patient's progress in treatment and specifying that the case is being placed on inactive status (rather than closed), etc. No further reviews of the case will be necessary as long as the case remains on inactive status.

Follow-up will be initiated at the time the case is being designated inactive through the mechanism previously in place for cases being closed.

If a non-Medicaid patient returns for services within the two year time frame, the case will be returned to active status by the Intake Coordinator (or County Coordinator) who will see the patient prior to (or following) the visit in order to update the chart administratively. Rather, an immediate appointment may be given, either with the clinician or psychiatrist, as appropriate. At this appointment, both the intake narrative and treatment plan should be reviewed and updated according to clinical need. The service ticket code for this first return visit should designate the session to be an intake interview.

If two years pass and the patient has not returned for services, the case will be administratively closed by the Director of Information Services in the Fort Smith office without further review by the clinician. If a patient returns after a two-year period without services, a full intake assessment will be done to reopen the chart, including the completion of a new Adult or Child Intake Questionnaire and full intake narrative.

## **CASES INVOLVING MEDICATION FROM A CENTER PSYCHIATRIST**

### **EXCEPTIONS**

Persons with a long-term severe mental illness are not to be routinely placed on discharge due to inactivity. These cases often necessitate special consideration and attempts should be made through case management initiatives to reactivate the patient in treatment services before altering status. Before discharging these patients, a collaborative decision by clinician, psychiatrist, and case manager should be reached. Unusual cases, or those, in which an agreement cannot be easily reached, should include consultation with the appropriate supervisors of these individuals.

Other exceptions include cases which have been originally opened for evaluation purposes only (forensic cases, certain psychological testing cases, etc.), and those unusual treatment cases in which a full intake assessment with dictated narrative was not completed for any reason prior to the patient discontinuing treatment. These cases may be closed by the primary therapist in the usual manner after 90 days (or sooner if indicated) rather than being placed on inactive status.

**1.23.00.00**

### **FORMER CLIENTS RETURNING FOR TREATMENT**

When a former client whose case has been discharged and initiates a request to reenter therapy, the initial return visit will be scheduled with the clinician who was primary therapist at the time of discharge whenever possible for purposes of continuity of care. A clinical judgment will be made during the initial return visit as to whether the former therapist will continue treatment responsibilities or transfer the client to another therapist, as it may be legitimate to do in a minority of cases.

Exceptions to this policy may be made when, of course, the Regional Coordinator feels it is clinically indicated to assign the case to a different therapist and in emergency situations when the former therapist is unavailable due to annual leave, sick leave, etc.

**1.24.00.00**

### **ASSIGNMENT OF NUMBER, PERMANENT STORAGE, DISPOSAL AND/OR DESTRUCTION OF CLINICAL RECORDS**

Case numbers are assigned to each new case at the time of administrative intake by the Registration office. County Service Representatives at the clinic locations call the Registration Specialist at the Primary Service Center in Fort Smith for numbers to assign to their cases.

Numbers are assigned in sequential order with the oldest cases being given the smallest number. Case numbers are never reassigned once a case has been opened under a particular number.

For clients age 21 years of age and older, the physical chart will be stored for ten (10) years from the last date of clinical service. For clients 20 years of age and under, the physical chart will be stored for two (2) years past the day of the clients 20<sup>th</sup> year of birth.

The following exceptions will supersede the guidelines listed above:

1. No case is to be destroyed until all audit questions, appeal hearings, investigations or court cases are resolved.
2. In cases of minors, files will also need to be retained for a period of two (2) years past the minor's eighteenth birthday in order to accommodate the statute of limitations in certain legal matters involving children.

Each year a check will be made of these records by Medical Records.

With regard to electronic record keeping, the Clinical Information System is stored electronically and not in the physical charts within Medical Records. This new procedure became effective July 1, 2002. The Clinical Information System is the Center's database on the AS/400 is not currently archived. In April 2012, the Center converted to an entirely Electronic Medical Record (EMR). Currently, no e-records are destroyed within the Clinical Information System.

**Related Resource Document:** Sarbanes-Oxley Act of 2002 -- SOX Title VIII, Section 802

## **REQUEST & RELEASE PROCEDURES**

### **1.04.01.00 Release Forms**

Release Forms are obtained at the time of client registration for appropriate functions of shared information. In addition, patients or their legal guardians should not be asked to sign a blank release form without specific purpose.

### **1.04.02.00 Guidelines for Releasing Chart Contents**

When it is determined that a third party is specifically requesting the written file record of a patient (as opposed to verbal impressions or a written summary of treatment), the following guidelines should be considered by the primary clinician:

1. The staff member must be satisfied that the patient, or when applicable, the legal guardian of the patient, has given specific informed written consent waiving the privilege and right of confidentiality in their therapeutic relationship. A general release of medical information is not sufficient for this purpose.
2. The staff member must be satisfied that the third party is advised and aware of any specific clinical material which may be potentially harmful to the patient if revealed or interpreted directly to the patient.
3. Except under court order, information provided by other agencies, copyrighted test protocols, and/or specific information which may be detrimental to the patient's well-being may be withheld.
4. Action taken by a staff member in line with the above three guidelines must be indicated by written documentation in the chart.
5. Fees for and mechanics of processing releases of chart information will be coordinated through Medical Records.

In accordance with the provisions of the current laws and regulations concerning disclosure, and ultimately subject to the discretion of the therapist as noted above, the patient has the right to review his/her record during normal business hours and to make copies of same. While the record itself is the property of the Center, the information therein belongs to the patient and the patient may have reasonable access to it. (See CPM 1.36.01.00 Access to Protected Health Information)

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

### **E.7.A. Describe your plan for providing a system for handling individual complaints and appeals, and cooperating fully with the processing of any complaint or appeal.**

Western Arkansas Counseling and Guidance Center also known as Western Arkansas Counseling and Guidance Center, includes the right to initiate a complaint or grievance within the Client's Rights which are reviewed during the initial patient orientation and as needed throughout the persons served course of services, as Western Arkansas Counseling and Guidance Center's main concern is the fair and equitable treatment of all clients while dealing with issues and/or concerns. The client is also informed that the use of grievance procedures will not result in retaliation or barriers to service for person served.

Also reviewed with persons served and provided in the Western Arkansas Counseling and Guidance Center Patient Orientation Booklet:

If person served believes his/her privacy rights have been violated, the person served may file a complaint with WESTERN ARKANSAS COUNSELING AND GUIDANCE CENTER or with the Secretary of the Department of Health and Human Services

To file a complaint with WESTERN ARKANSAS COUNSELING AND GUIDANCE CENTER, write to:

**Privacy Officer**

Western Arkansas Counseling and Guidance Center

P.O. Box 11818

Fort Smith, AR 72917-1818 [privacy@WesternArkansasCounselingandGuidanceCenter.org](mailto:privacy@WesternArkansasCounselingandGuidanceCenter.org)

To file a complaint with the Secretary of the Department of Health and Human Services, contact:

**The U.S. Department of Health & Human Services**

200 Independence Avenue, S.W. Washington, D.C. 20201 [HHS.Mail@hhs.gov](mailto:HHS.Mail@hhs.gov)

The complaint to the Secretary must be filed within 180 days of when the complainant knew or should have known that the act or omission complaint occurred. The complaint must be in writing, either on paper or electronically, name the entity that is the subject of the complaint, and describe the acts or omissions believed to be in violation of the standards. Persons will not be penalized for filing a complaint.

Furthermore, clients have the right to file a grievance at Western Arkansas Counseling and Guidance Center with the Center assisting the person served in any reasonable way with this process, including his/her use of an advocate.

For example, use of advocacy assistance will be available to illiterate and/or blind persons served. Attorneys will not be considered an appropriate advocate for this procedure.

If a person served feels he/she has not been treated fairly, he/she should:

Talk to the staff member to whom the complaint is directed.

Make a complaint in writing and present it to the staff member along with his/her immediate supervisor within 30 calendar days of the incident. A decision will be made and written feedback provided to the person served within 10 business days following the complaint presentation.

The person served may contact the Director of Clinical Operations to request a formal meeting.

In a formal meeting, the person served can present the written complaint to the Director of Clinical Operations in the presence of the staff member and his/her supervisor. The person served may elect to be accompanied by an individual who serves as an advocate (other than an attorney) for them. A decision will be made and written feedback provided to the person served within 10 business days following this meeting.

After meeting with the group described in the above paragraph, if the person served is not satisfied,

he/she should ask for a meeting with the Grievance Committee. The Grievance Committee is composed of the following five (5) individuals: One Administrative or clerical staff member, Two Clinical staff (Director of Clinical Operations), Director of Compliance (Chairperson)  
The Director of Clinical Operations will forward the written information to the Chairperson of the Grievance Committee for review.

The Chairperson of the Grievance Committee will convene the Committee and ask the person served to attend.

The Committee will then cause the Director Supervisor and the Director of Clinical Operations to meet with the Committee. They will review their findings with the Director Supervisor and the Director of Clinical Operations seeking any additional information that might have a bearing on the issue.

Following the hearing and investigation, when the Grievance Committee believes it has all the facts relating to the person served's case; they will transmit their findings--together with their recommendations--to the person filing the grievance and the Director of Clinical Operations.

Grievances and appeals filed will be:

Maintained in a file, and reviewed annually by The Director of Compliance to determine trends in complaints and identify areas for performance improvements.

Should the person served request a review of his/her grievance and/or its' resolution by an external entity, the Center will cooperate in every reasonable way with the request.

**E.8.A. Describe how you will develop and utilize quality assurance and quality improvements methods to ensure that the appropriate services and treatments for Clients with the most serious behavioral illness, including those with re-occurring crises, hospitalization, and emergencies, are receiving the most effective and efficient treatment modalities available.**

Western Arkansas Counseling and Guidance Center has the current methodologies for addressing parameters regarding appropriate services and treatment for individuals with the most serious behavioral illnesses include the following:

Quality Assurance and Quality Improvement committees meet on a regular basis to review individual cases, indicators and service patterns related to analyses completed by Quality Assurance and clinical staff. We have staff devoted full time to review cases 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 meetings typically held bi-weekly.

We have clinical staffings per treatment locations that are held regularly to review cases and discuss relevant treatment issues to provide the best quality care for our clients in an efficient and effective manner. These include meetings with our medical staff.

Clinical supervisors as well as our Clinical Director and Clinical Operating Officer consult with staff regarding particularly challenging cases involving seriously mentally ill clients who demonstrate increasingly problematic psychiatric difficulties.

We have trainings at least quarterly for our entire staff. These formats vary but focus on the integration and coordination of effective services through clear communication throughout our organization regarding the optimal ways to assist our clients.

We have a utilization review committee that meets regularly to specifically analyze parameters that include crises, hospitalizations and emergencies. These reviews address ways to most effectively and efficiently provide treatment in the appropriate settings. We have expanded our capacities to provide efficient and effective treatment that include in-home service delivery modules and telemedicine technologies. We also review ways to improve our screening processes to optimally utilize appropriate service modules throughout our catchment area.

Performance, Measurement and Management: Every program undergoes PMM efforts to ensure quality and effectiveness. We employ a variety of methodologies including scenario and critical path analyses to improve our overall systems of services. These analyses include a review of situations where individuals have had a substantial increase in services with less than successful results. We use a variety of tracking methodologies within our information systems to assist in these efforts. We are in the process of developing more differentiated and resource efficient work products to further improve our performance in these areas.

We incorporate relevant outcome data methodologies into our efforts to provide a comprehensive assessment of the efficiency, effectiveness and accessibility of our services. These outcomes data are gathered on all our programs and modified according to changes in the needs of our clients and relevant stakeholders.

In addition to our quarterly trainings, we send staff members to workshops and trainings to explore the utility of any new and innovative programs that are providing quality care, particularly to the individuals with serious behavioral illnesses. Performance criteria with regard to effective, efficient and accessible service delivery are modified according to the functional contexts of program formats. Our CEO, Clinical Director, Clinical Operating Officer and Quality Assurance/Quality Improvement Director participate, along



with other staff, in meetings and trainings with government and private stakeholders that include discussions of ways to improve the effectiveness and efficiency of our service delivery modules for persons with serious behavioral illnesses that often have reoccurring crises, hospitalizations and emergencies.

**E.9.A. Describe how it will comply with the requirements set forth in RFQ Section 2.9 regarding utilization of funds provided by DHS:**

- a. **Attest you shall utilize DAABHS funds only for the populations defined in RFQ Section 2.3.2.**
- b. **Describe how you will keep receipts of purchases for SSBG Title XX services and send billing to DHS monthly according to the SSBG Block Grant Manual (Attachment H J).**
- c. **Describe your ability to bill private insurance plans, Medicaid, Medicare, and Veterans Administration benefits and how you will ensure you bill these payor sources when an individual is enrolled such that contracted funds will be the payor of last resort.**
- d. **Attest you shall undergo an annual audit conducted by a certified public accounting firm.**

**Describe how your agency will utilize funds toward the development of infrastructure.**

The Guidance Center utilizes these funds from DAABHS for the benefit of the populations described in RFQ Section 2.3.2. Particularly, The Guidance Center strives to ensure that Indigent Arkansans, whether adult, youth, or child, are provided the quality services needed. The Guidance Center operates DHS certified locations in every county in Region Five. The services provided cover the spectrum for behavioral and psychiatric care, including but not limited to the following services:

Crisis Services for all ages. The Guidance Center also operates the Crisis Stabilization Unit, in collaboration with local law enforcement personnel, to provide jail diversion when a psychiatric or behavioral issue is presented.

Adults, youth, and children awaiting admission or who have been discharged from the Arkansas State Hospital.

Forensic Evaluations

Forensic Outpatient Restoration Program

Client services to non-Medicaid individuals meeting the criteria for Serious Mental Illness.

First Episode of Care for the population between the ages of fifteen (15) and thirty-four (34).

Community-based services and support.

Social Services Block Grant (SSBG) Title XX services.

Services for psychiatric, behavioral, or OBH service components are recorded and maintained in the Credible electronic medical record system, per client and service. By the 10th of each month, these services that have been assigned to SSBG Title XX funds are exported and entered into the DAABHS invoice form 145 and submitted to the state. Receipts for purchases for SSBG Title XX services are maintained by the coordinator, and are made available for any audit or request from the State. These services are also billed monthly, when funds are utilized, on the invoice form 145. In preparation for the end-of-year period, multiple partial month invoices are provided to the state to ensure deadlines are met.

The Guidance Center utilizes Credible's electronic medical record system for billing claims electronically to various insurance plans including, but not limited to, private insurance plans, Medicaid, Medicare, and Veterans Administration, among others. Each client in the system has a defined order of reimbursement sources. Any private insurance available is set as the primary payor, then subsequent payor sources are set in a "waterfall" matrix until DHS funds are used as the last payor source. As the client receives Title XX services, if a payor source has been approved and added and payment received, then any funds reimbursed through Title XX is credited against future monthly invoices.

The Guidance Center utilizes BKD, LLP to perform an annual independent audit. The Guidance Center also develops an annual budget based on operating revenues and expenses and shall submit this budget to DAABS.

Development of infrastructure will consist of training and preparation for Partial Hospitalization Program, Mental Health Court, Peer Support program, and continued Crisis Intervention Team training.

**E.10.A. Submit a narrative that describes how you propose to perform the RFQ required services in your desired Region.**

**a. Describe your specific community collaborations in each county within this Region. Include copies of Memorandum of Understandings, and any other formal or informal agreements, or letters of support from community partners in your Region to demonstrate solid community partnerships and collaborations. For example, without limitation, these may include emergency departments, jails, Division of Children and Family Services, local law enforcement, local PCPs, Division of County Operations, local schools, shelters, and Crisis Stabilization Units.**

**b. Describe any unique challenges you see within this Region and how you will address them and explain why you are particularly well suited to provide services in the Region.**

Western Arkansas Counseling and Guidance Center is well established in each of the 6 counties representing Region 5: Sebastian, Crawford, Franklin, Logan, Scott and Polk Counties. The past 47 years are advantageous in having formed networks of relationships in each county; however the energy, compassion and passion with which Western Arkansas Counseling and Guidance Center is present today in each county propels this particular agency towards the strength, character and reputation needed to do what sometimes feels like the impossible. The demand for behavioral healthcare services is high even in the more rural areas of Arkansas. Each of the clinic sites, a large campus in Fort Smith with great potential for growth with partnerships in both youth and adult programming; 2 side-by-side offices in Van Buren's Oak Lane facilities; a clinic location in Franklin county; 2 clinic locations in Logan County (Paris and Booneville), and clinic locations in both Scott and Polk Counties; each host an array of behavioral health services. Services include a continuum of care, that are trauma-informed, culturally competent and co-occurring capable. Medication evaluation, management and Medication assisted treatment are available at each location. Exceeding the standards, specialty co-occurring services are provided to include peer support services, services by Qualified Behavioral Health Professionals, and Licensed Mental Health Professionals with specialized training in Co-occurring disorders and addictive treatment as well as Medical providers. Services available to each community serve anyone from birth and across the lifespan. The services are person-centered with a holistic view of treating the whole person and emphasize family involvement when appropriate. The Five West Crisis Stabilization unit for the primary purpose of jail diversion offered to all of the 6 counties within Region 5 is making great strides in diverting persons with mental illness and substance use issues away from incarceration to more appropriate treatment. It also is reducing emergency room visits and psychiatric hospitalizations. A well-coordinated and comprehensive crisis response mechanism is intact and serves the 6 counties, to include all of the services in the RFQ of crisis response, mobile screening/assessment, triage, intervention and stabilization to prevent deterioration and improve functioning with supportive pathways to assist in linkages to a full array of medically necessary behavioral health services and supportive aftercare. Warm lines and a crisis line available 24/7 for the region, along with further research and pilot implementations improve upon the entire state's methods of crisis response. Single Point Of Entry for ASH, Single Point of Access for acute psychiatric hospitalization processes are well defined with a highly effective system in place. The Forensic Outpatient Restoration Program has demonstrated positive outcomes since its inception in 2012. Forensic evaluations services are provided as well to each county within the region.

Child and youth services are aimed at keeping children in school and within their families; therefore family support services are a vital component. From prevention, early intervention, diversion, treatment alternatives and aftercare recovery supports to help persons with the supportive and aftercare needed to

improve the possibilities for success and sustenance. Care coordination among the multidisciplinary team and system is essential for helping persons served navigate their person centered path.

Each Region 5 County Clinic location will offer the following array of services:

Note: All areas of Region 5 are a part of the Comprehensive and Coordinated Crisis Services System

### **List of services for each location within Region 5**

#### **Western Arkansas Counseling & Guidance Center**

#### **Children & Adolescents Programs & Services**

Locations in Crawford, Sebastian, Logan, Franklin, Scott, and Polk Counties

479-452-6650

24 Hours Crisis Hotline: 1-800-542-1031

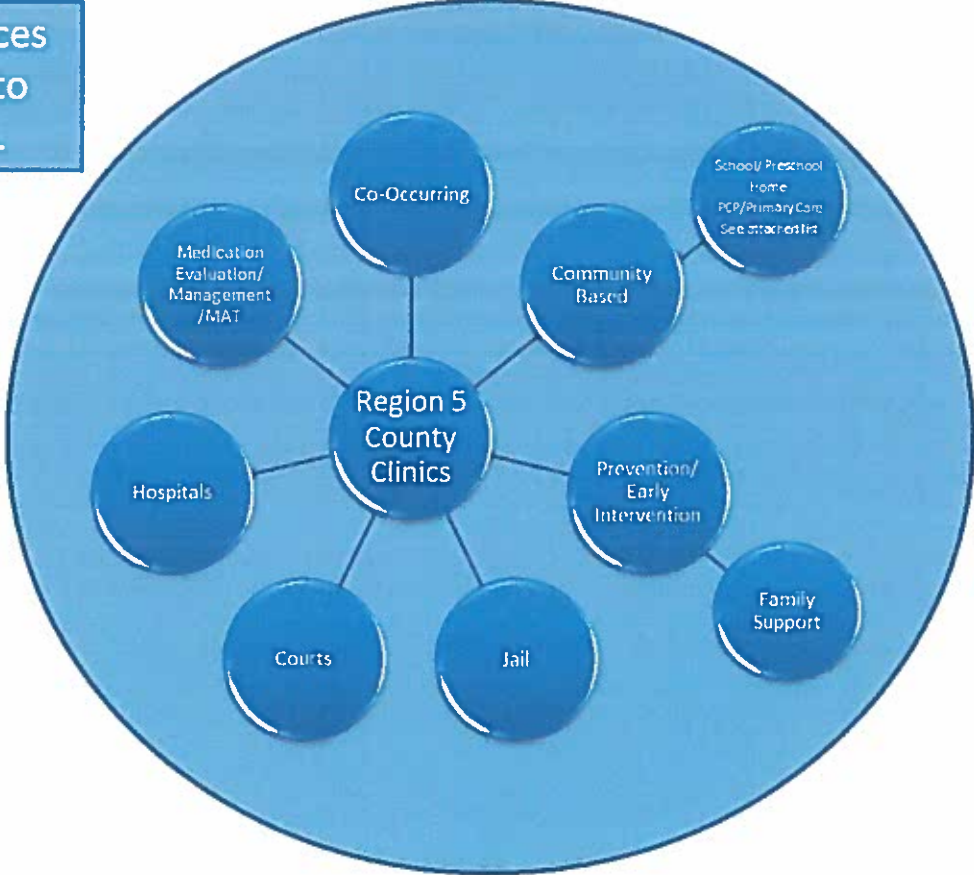
[www.wacgc.org](http://www.wacgc.org)

1. **Outpatient Counseling** – Offered to children, adolescents and families with behavioral, emotional and/or mental health problems. Licensed mental health professionals evaluate, treat and refer if necessary to provide the most effective behavioral healthcare available.
2. **Learning Enrichment and Appropriate Play Program (LEAP)** offers intense language enrichment and appropriate play for preschoolers ages 2-5 years old. LEAP prepares a child with the skills necessary to successfully enter public school. Social skills are also incorporated in the treatment through the involvement of individual and group therapy. Parental involvement is essential. \*At available locations.
3. **Western Arkansas Therapeutic Children's Homes (WATCH)** – Temporary substitute family care for children when their own families are unable or unwilling to care for them. The key to the program's success is the therapeutic foster family. Therapeutic foster care is a method of treatment for children and youth with emotional/behavioral disturbances which uses the home as treatment. Therapeutic parents are specially trained and WATCH provides intensive therapeutic services.
4. **Children and Adolescent Service System Program (CASSP)** – A mechanism to coordinate behavioral healthcare and other wraparound services for children that use multiple services from multiple agencies. CASSP serves children that are at risk of removal from normal educational, social or home settings, children in therapeutic foster care or residential treatment facilities, or children discharged from inpatient facilities.
5. **Group Therapy** – A form of psychotherapy where a small group of clients meet regularly under the guidance of a professionally trained mental health professionals to talk, interact and discuss problems. There are several topical groups available.
6. **Case Management Services** – Qualified Behavioral Health Providers (QBHP) help children with daily living skills, social skills, basic needs, referrals, treatment goals, medication management, and communication skills. QBHPs can coordinate services with the home and school environments to maximize treatment and provide information to parents or guardians throughout a child's treatment process.
7. **School-Based Services** – Mental Health Professionals and QBHPs provide outpatient counseling and case management to school-aged children in the schools. These professionals work closely with teachers, guidance counselors, and families to coordinate services.
8. **Psychological Testing** – A wide range of psychological tests help determine the best possible treatment and/or diagnosis for a child.
9. **Therapeutic Day Treatment** – TDT is a comprehensive integration of academic clinical programs that serve children ages six to eighteen. The goal of TDT is to stabilize a child's behavior in a structured behavioral management environment so that when appropriate, the child can remain with their family and return to school better able to succeed academically and emotionally. \*At available locations.

**Western Arkansas Counseling & Guidance Center**  
**Adult Programs & Services**  
Offices Located in Crawford, Sebastian, Logan, Franklin, Scott, and Polk Counties  
479-452-6650  
24 Hour Crisis Hotline: 1-800-542-1031  
[www.wacgc.org](http://www.wacgc.org)

1. **Outpatient Counseling** – Available for adults with behavioral, emotional and/or mental health problems. Licensed mental health professionals evaluate, treat and refer if necessary to provide the most effective behavioral healthcare treatment.
2. **Group Therapy** – A form of psychotherapy where a small group of clients meet regularly under the guidance of professionally trained mental health professionals for treatment of specific problems. There are several topical groups available, including co-occurring and anger management.
3. **Case Management Services** – Qualified Behavioral Health Providers coordinate services for qualifying adults and assist with daily living skills, social skills, basic needs, referrals, treatment goals, medication management and communication skills to maximize treatment.
4. **Psychological Testing** – A wide range of psychological tests are offered to help determine the best possible treatment for an individual.
5. **NEW Beginning Day Treatment** – A program for Seriously Mentally Ill (SMI) clients to facilitate therapy goals, enhance independence and network the clients within their community. Clients are given a variety of group choices in which they can participate that target areas such as stress management, trauma and self-esteem. \*At available locations.
6. **Intensive Day Treatment (IDT)** – A time-limited (60 days), highly structured service, which emphasizes positive reinforcement for severely mentally ill clients who have recently been discharged from a hospital or who may be experiencing an acute stage of their illness. Activities focus on daily living, socialization and effectively coping with symptoms. \*At available locations.
7. **Drug Alcohol Safety Education Program (DASEP)** - A mandatory court ordered education program for adults and adolescents who have received DUI, DWI and minor in possession violations. Safety instructors are certified by the state and provide screenings and classroom instruction.
8. **University Counseling Clinic** – An outpatient counseling clinic for students enrolled at the University of Arkansas in Fort Smith. Students may schedule a session with a licensed mental health professional up to eight sessions per academic year. Fees for the sessions are included in the Student Activity Fees.
9. **Retired Senior Volunteer Program (RSVP)** – A proactive volunteer-placement organization that recruits and connects active adults 55 years of age and over with a variety of volunteer opportunities. Volunteers are placed at various venues and events such as schools, community centers, hospitals and museums. \*At available locations.
10. **Co-Occurring Services** - Dual licensed mental health and substance abuse professionals provide a therapeutic, comprehensive approach to individuals that exhibit a combination of both substance abuse and mental health disorders that affect recovery. The program includes psychological, psychiatric and clinical services.
11. **Crisis Stabilization Unit** – The Five West CSU is designed to provide crisis services through Law Enforcement Referral. It is a 72-hour treatment facility created to provide immediate crisis care with establishing a long-term treatment plan for the individual. (479-785-9480)

**Crisis Services Available to Region 5.**



**MHP/QBHP graph**

**Western Arkansas Counseling & Guidance Center, Inc.**  
MHPs/QBHPs/CSRs - Fort Smith Campus

**Sharon Strawn, LCSW**  
**Sebastian County MHPs**

**PSC**  
Angela Heckle, LCSW  
Brenden Stephens, LCSW  
Bryant Prieto, LPC (Bilingual)  
-Clay Connelly, LPC (At Ozark Clinic Three Days Per Week)  
-Clay Mitchell, PhD  
Detonna Cross, LAC (Crisis)  
Diana Atjuri, LPC  
Holly Hannam, LCSW  
-Tia Debose, LCSW / Tues/Thurs Only  
Jan Moore, LCSW  
Jonathan Seibold, LPC  
Kenneth Harris, LPC, LADAC, ADC, DYS Mansfield/Mon/Tues  
-Kate Rhodes, LMSW  
Kaye Pryor, LCSW  
Matthew McClure, LPC  
Rachel Hatfield, LPC, LMFT, RPT  
Robin Williford, LPC  
Ryan Kaundart, LPC  
Susan Smith, LPC

**Co-Occurring**  
Brad Walker, LAC  
Jordan Griffin, LAC  
Michael Steinbeck, LCSW  
W Lindhout, LPC

**NEW Center (Clay)**  
David Schneider, LCSW

**Sebastian County School Based (Maria)**  
Cathy Cassingham, LPC  
Jene Miesner, LCSW  
Kristan Lovell, LAC

**MAES Clinic**  
Holly Hannam, LCSW  
Karen Martindale-Orze, LAC

**LEAP Program**  
Sarah Morton, LAC

**WATCH**  
Christine Clark, LPC  
-Kathy Patton, LPC

**Five West CSU**  
Amber Cervantes, LAC

**Ernestine Olames**  
Sarah Green, LPC

**Horizon Outpatient**  
Danelle Patterson, LPC, AADC

**IES - Intensive Family Services**  
-Michelle Pess -Brad Scott  
-Zayna Glasscock -Jan Moore  
-Charlotte Kraiger -Ronnice Goff  
-Michael Steinbeck -Ashley Brown  
-Rooney Neighbors -Glenda Evers

**Sebastian County QBHPs**

**Addressed Co-Occurring Outpatient (Lynn)**  
Jony Potts, BA, AADC, CCOA-A, QHP  
Marta Martinez QHP  
Yolanda Warford, QHP  
Chris Lewis, QHP  
-Cody Russell, QHP

**Five West (John)**  
Jimmy Taylor, QHP, LPH  
Reid Wilcox, QHP, Med Tech  
Alicia Wilcox, QHP  
Jackie Buckman, QHP, Med Tech  
Misty Carney, QHP  
Dora Edgemon, QHP, BA  
Felicia Fuller, QHP, BA  
Heather Wilson, QHP, BA  
Neal Garret, QHP  
John Griffin, QHP  
Carol Regen, QHP, LPH  
LeeAnne Harris, QHP  
Stacy Kanningeder, QHP, BA  
Piper Lumpkin, QHP  
Adam Malone, QHP  
Samuel Andrews, QHP, LPH  
Patricia O'Connor, QHP, BA  
Tanner Phloot, QHP  
Mark Varnado, QHP  
Nick Whittier, QHP

**Family Support Specialist**  
Sarah McVay, QHP

**PSC**  
Bob Neetham, QHP  
Ayan McClure, QHP  
Tessa Scott, QHP (CA)

**House Counselor**  
Patty Cotterman, QHP

**Adult Co-Occurring**  
-Chris Lewis, QHP  
Jerry Morgan, QHP  
Jennifer Pettygrove, QHP (Scheduler)  
Tom Grant, QHP  
-Bonnie Zittel, QHP

**IES - Intensive Family Services**  
Shelby Fox, QHP  
Sharon Shutz, QHP  
Wayne Brown, QHP

**LEAP**  
-Kris Freeman (LEAP)  
Robert Jackson (LEAP)

**Sebastian County School Based**  
Amanda Smith, QHP  
Kasey Williams, QHP  
Mark Shepherd, QHP

**WATCH**  
Paula Egge, QHP  
Rebecca Harce, QHP  
Sharon Wilks, QHP  
Shelby Burdette, QHP

**CASSE and Credentialing**  
Jo Lynn Gerdes, QHP

**NEW**  
Robert Mason, QHP  
Jennifer Oliver, QHP  
Rebecca Rgor, QHP  
Aime Williams, QHP  
Zack Bates, Peer Support Specialist  
Maggie Steward, QHP

**Ernestine Olames (Ashley/Maria S.)**  
Abby Runderl, QHP  
James Coffe, QHP  
Sarah Vanhook, QHP  
James Holt, QHP

Erica Cavell, QHP  
Maya/Heath Johnson, QHP  
Ashley Vann, QHP  
Kasey Heston, QHP

Nicole Eason, QHP  
Marta Kerr, QHP  
Nick Halsey, QHP  
Nicole Ervin, QHP

**Accessibility Service Representatives (CSRs)**

**Horizon IIT/Outpatient/Ernestine Olames**  
Cindy Buckner, QHP  
Marta Martinez, QHP

**Five West CSU**  
Jeff McClure, QHP

**PSC**  
Robyn Bleszins  
Samantha Moses

**MAES**  
Kim Hurst, QHP

Western Arkansas Counseling & Guidance Center, Inc.  
MHPs/QBHPs/CSRs - County Clinics

**Maria Kendrick, LPC**  
**Logan and Franklin County Clinic MHPs**  
Booneville  
Holley Zaringo, LPC  
Glenda Evans, LCSW  
Shanta Davis, LAC, Booneville and Magazine Schools  
+ Ronnie Goff, LPE-I  
Cara Hicks, LAC, Booneville Schools  
Paris  
+ Ron Bush, LPE  
Cliff Duran, LAC (School Based)  
+ Glenda Evans, LCSW  
+ Ronnie Goff, LPE-I  
Orish  
+ Tammy Biggs, LAC (COO)  
+ Clay Connely, LPC  
Jerry Stearman, LPE-I  
\* Clay Mitchell, PhD  
Charleston Schools  
Damon McKenzie, LAC  
Jessica Higgins, LAC  
Kylee Stallings, LAC

**Logan and Franklin County QBHPs**  
Booneville  
Ashley Hughes, QBHP  
Laura Botsel, QBHP  
Ray Matthews, QBHP (COO)  
Charleston  
Ken Hines, QBHP  
Uy Dobbs, QBHP  
Paris (Gina)  
Alfreda Young, CSR, QBHP  
Ray Matthews, QBHP (COO)  
Orish (Gina)  
Lisa Medlock, CSR, QBHP

**Logan and Franklin County CSRs (Gina)**  
Booneville Orish  
Laura Botsel, Lisa Medlock  
Brentney McElrath, Lynn Wilson  
Charleston (Merla) Paris  
Kaye Robertson, Susan Brown  
Alfreda Young

**Rachel Abshere, LPC**  
**Crawford County Clinic MHPs**  
Van Buren Clinic  
Katrina Abshere, LCSW  
Rachel Abshere, LPC  
Gary Greenwood, LPC  
Danielle Litchford, LPC  
TC Long, LPC  
Heather Olson, LAC  
+ Clay Mitchell, PhD  
\* Zayna Glasscock, LPE  
+ Tammy Biggs, LAC (COO)  
TLC/School Based  
Bonnie Boston, LMSW  
Theresa Ball, LPC  
Ashley Brown, LPC  
Karen Martindale-Orea, LPC  
+ Jonna Hussey, LCSW  
Maria Remar, LPE  
Shawn Lopez, LPC  
Celeste Nichols, LAC  
Brad Scott, LAC  
Rodney Neighbors, LAC, CT  
Bilan Abshere, LPC  
Sarah Campbell, LAC  
Julianne Passen, LAC  
Lisa Sisco, LAC  
LEAP  
Maureen Restre, LCSW  
IDI  
Kathy Patton, LPC  
Hemilton House  
Sherry Hollingshead, LPC

**Crawford County QBHPs**  
Van Buren  
+ Bonnie Zibel, QBHP (COO)  
TLC/Van Buren Schools  
Alyssa Benaux, QBHP  
Cindy Williams, QBHP  
Brooke Naimz, QBHP  
Twylla Railey, QBHP  
Anastasia Anderson, QBHP  
Jodi Brown, QBHP  
Elizabeth McLaughlin, QBHP  
LEAP  
Elizabeth McLaughlin, QBHP  
IDI  
Tyler Coxas, QBHP  
Dianne Turner, QBHP, Teacher  
Wright, Glona, QBHP  
Clyde Gutley, QBHP  
Robert Hammond, QBHP  
LeAnn Darden, LPN, QBHP  
+ Tori Moore

**Crawford County CSRs (Gina)**  
Van Buren TLC/Career Center  
Becky Withrow, Angel Little, Katie Forman  
+ Kandis Neely, Twylla Railey, Tanya Watkins  
Morgan Mitchell, Christin Kampman

**Rhonda Penner, LPC**  
**Polk and Scott County Clinic MHPs**  
Meina  
Brandi Titsworth, LPC  
Charlotte Kraiger, LPC  
Donna Parks, LPC  
+ Darlena Harrelson, LCSW  
Waldron  
David Harris, LAC  
Amy Hirschcock, LMSW  
Charlotte Kraiger, LPC  
+ Clay Mitchell, PhD  
+ Darlena Harrelson, LCSW  
Taylor Ward, LMSW

**Polk and Scott County QBHPs**  
Meina  
+ Heather Ward, QBHP (COO)  
Waldron  
+ Heather Ward, QBHP (COO)

**Polk and Scott County CSRs**  
Meina  
Gloria Caldwell  
Heather Lackey  
Waldron  
Christi Johnston  
Tommi Balance

+ Part-time  
Revised 03/11/2019

Western Arkansas Counseling & Guidance Center, Inc.  
Medical Department

**Medical Director: Dr. Fayz Hudefi, MD**

Medical Team Manager: Ben Glass, QBHP, JIT

Colleen Atchley, APRN

Kellie Berry –Hert, APRN

+Jenna Campbell, APRN

Katherine Darling, APRN

+Barbara Ellington, MD

Lynn Lovell, APRN

Alice Slavens, APRN

Karen McGrew, LPN, QBHP

Mary Jo Gatewood, LPN, QBHP

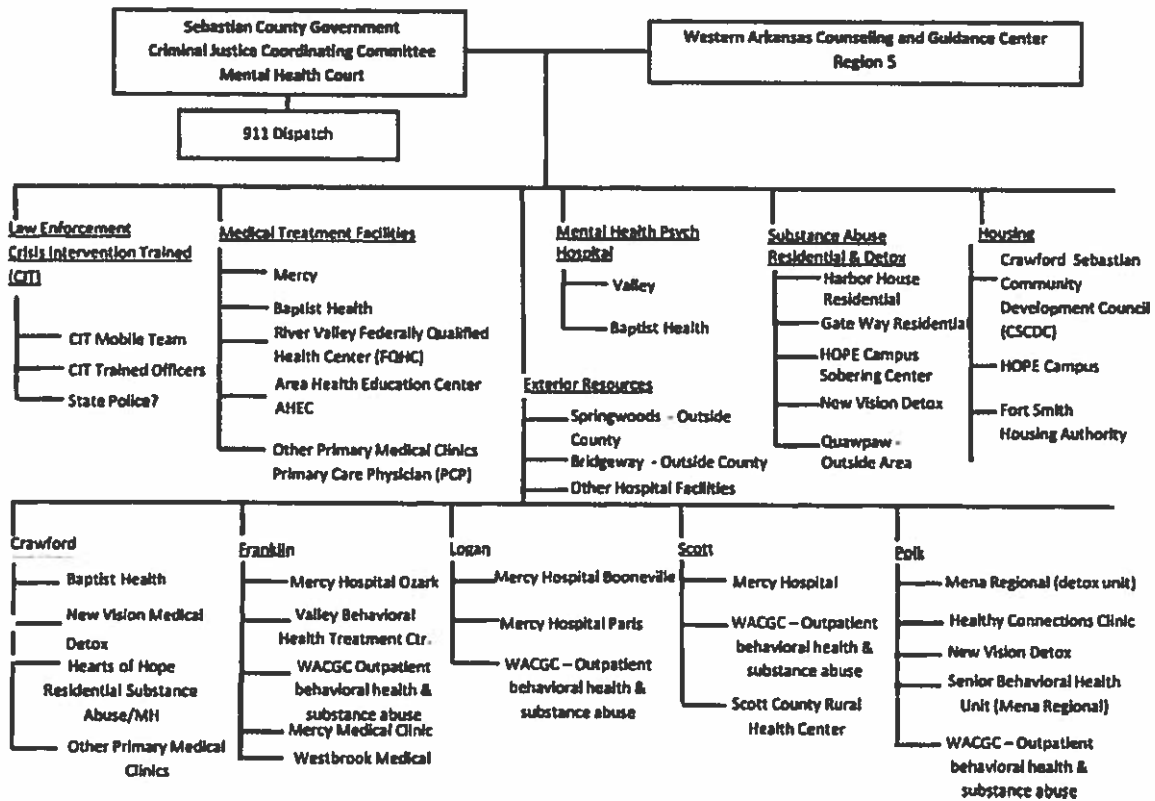
Lynn Tabarez, LPN, QBHP

LeAnn Darden, LPN, QBHP

+Gabrielle Coleman, JIT



## Organizational Entity with Collaborative Relationships



WACGC is especially suited as the CMHC in the counties of Region 5. Western Arkansas Counseling and Guidance Center has the experience in the field and has demonstrated with excellence, results. The staff and teams of Western Arkansas Counseling and Guidance Center are made up of individuals who live, eat and pray in the very communities being served. The community partnerships are strong and sown with a reputation that is reliable, accountable and one of integrity. Western Arkansas Counseling and Guidance Center has an amazing and highly developed work force that is skilled with extensive training in the areas of behavioral health, co-occurring disorders and addictions, trauma, family systems and in evidenced based practices. The work force is capable of meeting the needs of this community with 257 employees across the region, 67 fulltime Licensed Mental Health Professionals(LMHP), masters degreed, 14 Part-time LMHP, 2 contract LMHP and 10 medical providers(psychiatrist, physician, DAPRN, APRNs) and 71 Qualified Behavioral Health Professionals (QBHP)and continues to grow through the recruitment and retention of staff. The already in place and existing infrastructure is well-established and intricately woven; therefore, with WACGC as the CMHC, funding is better able to be utilized for direct service provision rather than building infrastructure. The center provides an extremely wide array of services for persons no matter what age. From birth, across the lifespan, the professional clinical staff is trained and undergoes continual education and competency based assessments. It is our mission and our identity to carry out the agency's mission of:

Our unique mission is to provide a comprehensive network of quality behavioral healthcare services that are consumer sensitive, outcome oriented and cost effective.

To that end we:

- Offer treatment, prevention and education;
- Provide services which are affordable, appropriate, timely and accessible;
- Exercise sound financial and business practices through effective stewardship of available and future resources;
- Convey trust and instill confidence;
- Treat with dignity and respect the individuals we serve and enhance their quality of life.

The Center's Core Values of Embracing Change through Clear Communication, Respect, Compassion, and adhering to a Strong Work Ethic. The values are not simply words on a wall or business card. The values of the organization are dynamic values established with the input of the persons who make up Western Arkansas Counseling and Guidance Center. These individuals are passionate and demonstrate compassion daily in our work. These individuals are champions for the agency and its mission. Compassion and customer service are at the forefront of what we do and who we are as an organization. The *no wrong door* philosophy in handling behavioral health issues no matter where they fall on the spectrum. We welcome individuals and will help them find the right path whether they walk in off of the street, come in by law enforcement, brought by Department of Child and Family Services,(DCFS), hospital, school or other source. We want confidence within our community to have the knowledge if someone comes to us by whatever means, they can be assured that person/family was taken care of once they have been touched by our agency. Western Arkansas Counseling and Guidance Center has made it a top priority to improve access to care. Walk-in clinics have been implemented and Just-In-time scheduling and alternative hours to help improve timely access for our communities. The organization is one of new ideas, innovation and growth to better serve the public and to care for Arkansas' most at risk and vulnerable population.

The challenges include staffing more rural areas with licensed mental health professionals. This seems to be a challenge that ebbs and flows. For example, recruiting efforts seem to be feast or famine depending on the market and time of year with new graduates from area graduate programs. Another challenge is the lack of LCSW's available to hire for the Medicare population. When one is hired for this purpose, the provider is easily strained due to heavy caseloads. Western Arkansas Counseling and Guidance Center prefers and works to place persons in the counties rather than utilize telemedicine for therapy appointments. Telemedicine is one option for trouble shooting if this were to become problematic. Telemedicine is not currently being utilized for therapy; only for medication management. The goal is for medical staff to be present in a clinic at a minimum of once a month and use telemed f or additional needs throughout the month. Overcoming challenges require the collaborative relationships with community partners, refer to the chart attached of primary community partners for crisis services and crisis stabilization.

**Highlights of WACGC Services for Region 5 (03/01/2018 – 02/28/2019)**

**Services Provided: 117,633**

**Persons Served: 6,190**

**Jail Services: 1934**

**Mental Health Crisis/ER Screenings: 2990**

**Substance Abuse Screenings: 2274**

**CSU Assessments: 86**

<b>County</b>	<b>TOTAL SERVICES</b>
<b>Crawford</b>	<b>27036</b>
<b>Franklin</b>	<b>7426</b>
<b>Logan</b>	<b>10426</b>
<b>Polk</b>	<b>5373</b>
<b>Scott</b>	<b>3215</b>
<b>Sebastian</b>	<b>62231</b>
<b>Grand Total</b>	<b>115707</b>

## Western Arkansas Counseling and Guidance Center, Inc.

Western Arkansas Counseling and Guidance Center, Inc. has been providing quality, cost-effective mental health services as a Non-Profit Community Behavioral Health Care Provider since 1972 for Crawford, Franklin, Logan, Polk, Scott, and Sebastian counties. Over the past forty-six years, Western Arkansas Counseling and Guidance Center has expanded services which encompass individual therapy, family therapy, co-occurring treatment, medication management, group therapy, psychological testing, a 24 Hour Emergency Hotline, and crisis phone call/crisis walk-in services for children, adolescents, and adults. Services specific for adults, adolescents, and children are also offered at Western Arkansas Counseling and Guidance Center. During the past year, Western Arkansas Counseling and Guidance Center served 12,788 clients with 117,633 services being provided for said clients.

Western Arkansas Counseling and Guidance Center provides mental health services for children through the following programs:

Fostering Change: Community Reintegration Program for children in foster care that are difficult to place

LEAP Program: Learning Enrichment and Appropriate Play for Pre-Schoolers

CASSP: Children and Adolescent Service System Program

WATCH: Western Arkansas Therapeutic Children's Homes (Therapeutic Foster Care Program).

Western Arkansas Counseling and Guidance Center's highly trained trauma staff also provides services for children and adolescents on-site at

Department of Children and Family Services (DCFS) Foster Care Shelters, Homes, and the Hamilton House as well as completing DCFS screenings and referrals to initiate services for those families/individuals who enter into the foster care system. We partner with and provide services to Maggie House (Franklin County), The Young Home, The Boys Shelter, The Girls Shelter and the Children's Emergency Shelter (all of Sebastian County).

Western Arkansas Counseling and Guidance Center implements and maintains services on-site at schools throughout the six county school areas, working with the area educators to enable success for area youth in obtaining their education.

Schools served: Sebastian County- Future School of Ft. Smith, Greenwood Public Schools and Lavaca Public Schools

Franklin County- Ozark Public Schools and Charleston Public Schools

Logan County- Paris Public Schools, Booneville Public Schools and Magazine Public Schools

Crawford County- Van Buren Public Schools, Alma Public Schools, Mulberry Public Schools and Cedarville Public Schools

Polk County- Mena Public Schools, Ouachita River and Cossatot River

Scott County- Waldron Public Schools

Western Arkansas Counseling and Guidance Center also provides valuable treatment for youth within the Adolescent Substance Abuse Out-Patient Program. Western Arkansas Counseling and Guidance Center provides Intensive Family Services (IFS) to DHS/DCFS referred families. Western Arkansas Counseling and Guidance Center also implemented Therapeutic Day Treatment in Van Buren for school aged children from 6-18 in two separate classrooms. Western Arkansas Counseling and Guidance Center was also awarded the first Residential Community Reintegration Program in the state. The program serves adolescents in DCFS custody who have been in numerous placements and are the hardest to place in the state, a stable environment in which to receive evidence based therapy approaches to address mental health and behavioral health issues. This environment helps them to have a stable and safe home to live in while learning how to successfully reintegrate into the community. We also have Intensive Family Services in all the 6 counties and a new program called SafeCare which also reaches all 6 counties. SafeCare is an evidence-based training curriculum for parents who are at-risk or have been reported for child maltreatment. Parents receive weekly home visits to improve skills in several areas, including home safety, health care, and parent-child interaction.

Western Arkansas Counseling and Guidance Center is proud of the treatment and services provided by the qualified staff for all children and adolescents whom Western Arkansas Counseling and Guidance Center serves.

Continuity within adult care also continues to be a driving force at Western Arkansas Counseling and Guidance Center. 51,594 services were obtained by clients ages nineteen (19) to sixty-five plus (65+) within the past year. Adult services available through Western Arkansas Counseling and Guidance Center include:

The Five West CSU- Crisis Stabilization Unit

DASEP: Drug Alcohol Safety Education Program

FORP: Forensic Outpatient Restoration Program

COO: Adult Co-Occurring Treatment Program

NEW Beginnings: Adult Day Treatment Program

RSVP: Retired Senior Volunteer Program

Western Arkansas Counseling and Guidance Center also provides on-site services and screenings at:

County Jails

Nelson Hall Homes

University of Arkansas Fort Smith (UAFS)

Good Samaritan Clinic, Fort Smith

Hope Campus, Fort Smith

Western Arkansas Counseling and Guidance Center upholds its relevant presence within Western Arkansas communities by providing beneficial mental health educational trainings. These trainings occur at, and are not limited to:

## Law Enforcement Centers

University of Arkansas Fort Smith (UAFS)

MDT Meetings (Multi-Disciplinary Team): Priority One (1) DHS cases

DCFS Parent Meetings/ Foster Parent Meetings

DCFS Staffings/DCFS Residential Placement Staffings

## Wellness Centers

Western Arkansas Counseling and Guidance Center staff supports the community of the six counties it serves by:

Debriefings with law enforcement after trauma situations

Serving on The Homeless Coalition/Riverview Hope Campus Committee, Fort Smith

Western Arkansas Counseling and Guidance in conjunction with Sebastian County in the fall of 2017, was awarded to open one of four Crisis Stabilization Units in the state of Arkansas. The Five West Crisis Stabilization Unit is located at the Horizon facility and began serving the Western Arkansas Counseling and Guidance Center catchment area on March 1<sup>st</sup>, 2018.

In 2017, Western Arkansas Counseling and Guidance Center completed 970 Jail Services, 1,476 Mental Health Screenings, and 853 Substance Abuse Screenings. These services and screenings assisted the clients in obtaining appropriate treatment in coordination with the various agencies involved with the clients.

Western Arkansas Counseling and Guidance Center has involvement in each county as shown below:

### **Sebastian County-**

Western Arkansas Counseling and Guidance Center works daily with the jail to assess the needs of inmates on suicide watch as well as 1-2 days a week to do in person counseling for inmates requesting therapy and also for inmates on suicide watch.

Tragedy response in schools and the community where suicide or traumatic events have occurred.

Western Arkansas Counseling and Guidance Center staff work with local Law enforcement to educate and provide awareness of mental health issues through CIT training for officers from each of county in our region. We have hosted trainings on our campus and will continue to do this quarterly.

Western Arkansas Counseling and Guidance Center hosts meetings with the Sherriff of Sebastian County and the Judge to discuss ways to collaborate more and improve communication to help the community when having a mental health crisis. Regular meetings with law enforcement to discuss ways to make easier transitions for them when a person is in crisis. For example the use of SWYMED.

Work with Probation and Parole as paroles are coming out of incarceration to get them set up for individual therapy or co-occurring treatment as needed.

Western Arkansas Counseling and Guidance Center is working with ACC to help paroles coming out to get MAT (vivitrol shots).

Restore Hope initiative to help reduce recidivism.

Western Arkansas Counseling and Guidance Center provides a therapist each day to do individual, family and group therapy as needed for the youth in DYS at Mansfield.

Western Arkansas Counseling and Guidance Center works with juvenile office to help them get any child placed in services and develop the best course of treatment. We work with them to get families more involved and work to divert from jail.

Provide Co-occurring treatment to youth that are court ordered or to families that recognize the need. We offer an after school intensive outpatient program for youth.

Fostering Change program- This is the first in the state Community Reintegration Program and serves the whole state including our Region. We collaborate with DCFS weekly and have regular staffings to better serve the needs of these children.

We work and collaborate with Comprehensive Juvenile Services for all counties in our region.

Meet with area judges for juveniles to discuss the needs and how we can meet those needs.

We collaborate and partner with Mercy in Ft. Smith and have regular meetings to partner and collaborate on ways to reduce jail diversion and ER visits that are unnecessary. We work together to help get clients to the Crisis Stabilization Unit when it is appropriate to keep them from entering the ER or jail. We have also met with them to educate physicians and nurses on crisis prevention and intervention and ways to get them into appropriate mental health services.

We collaborate and partner with Baptist Health to help increase the awareness of crisis intervention and reducing ER visits and jail diversion.

Western Arkansas Counseling and Guidance Center meet with Area 2 DCFS workers and supervisors to educate them on new programming, have Think tanks, discuss the needs of the department and how we can better meet that need and communication with case workers regularly about clients to better serve children and adults. We work directly with them on contracts such as IFS, Co-Occurring, and Therapeutic Counseling services as well as our new program, SafeCare. We also work with local organizations: The Call, 100 Families, CASA, STEPS, The Hope Campus, Children's Emergency Shelter, The Boys Shelter, The Girls Shelter, The Young Home, The Good Samaritan Clinic and the Cancer Support House to name a few.

**Crawford County-**

Western Arkansas Counseling and Guidance Center works and collaborates with Judge Baker in his court to help him identify through assessments, those that might need substance abuse treatment. We also have representatives present from DASEP in court.

We collaborate and partner with Baptist Health to help increase the awareness of crisis intervention and reducing ER visits and jail diversion.

Western Arkansas Counseling and Guidance Center staff work with local Law enforcement to educate and provide awareness of mental health issues through CIT training for officers from each of county in our region. We have hosted trainings on our campus and will continue to do this quarterly.

Western Arkansas Counseling and Guidance Center is working with ACC to help paroles coming out to get MAT (vivitrol shots).

Western Arkansas Counseling and Guidance Center works with juvenile office to help them get any child placed in services and develop the best course of treatment. We work with them to get families more involved and work to divert from jail.

Provide Co-occurring treatment to youth that are court ordered or to families that recognize the need. We offer an after school intensive outpatient program for youth

**Franklin County-**

Franklin County jail and Western Arkansas Counseling and Guidance Center work together through face to face screenings for inmates that are in need of an assessment or by telemed when available.

Western Arkansas Counseling and Guidance Center works well with the area DHS workers and supervisors to address their needs and the needs of the clients.

Community collaboration and partnership: Franklin County Learning Center, Ozark Juvenile Probation Officer, Ozark Area Youth Organization, Arkansas Tech University Ozark Campus and The Maggie House.

Mercy Hospital Ozark and Western Arkansas Counseling and Guidance Center work together to help with crisis interventions and assessments.

Tragedy response in schools and the community where suicide or traumatic events have occurred.

Western Arkansas Counseling and Guidance Center works with juvenile office to help them get any child placed in services and develop the best course of treatment. We work with them to get families more involved and work to divert from jail

**Logan County-**

Western Arkansas Counseling and Guidance Center has met on several occasions to work with the Sherriff in Logan County in regards to the CSU and jail diversion. Logan county law enforcement has been involved in CIT trainings and does a great job of identifying the need for mental health treatment.

Western Arkansas Counseling and Guidance Center has been collaborating with a team of individuals in the community of Paris that recognize a need for helping the foster care problem in the area. We have had multiple round table discussions on ways we can be a part of the solution to such a large problem.

Western Arkansas Counseling and Guidance Center works collaboratively with both the County and City jail. We also work with Mercy hospitals in Paris and Booneville to help with diversion from the jails, ER and to identify and assess those in crisis.

Tragedy response in schools and the community where suicide or traumatic events have occurred

Western Arkansas Counseling and Guidance Center works with juvenile office to help them get any child placed in services and develop the best course of treatment. We work with them to get families more involved and work to divert from jail

**Polk County-**

Western Arkansas Counseling and Guidance Center has representation on the MDT (multi-disciplinary team) which also includes juvenile services, DHS, child advocacy center, the sheriffs department, state police, and the prosecutor's office. The team discusses hotline calls in order to coordinate services for those involved.

Western Arkansas Counseling and Guidance Center works with the Polk county sheriffs department and local police department to do onsite screenings or through telemed. Involuntary commitment screenings are done as well. FORP services are also provided to restore those who have been identified as incompetent to stand trial.

Western Arkansas Counseling and Guidance Center works with the Mercy Cooper Child Advocacy Center to coordinate services for children that have experienced abuse.

Mena Hospital uses Western Arkansas Counseling and Guidance Center to provide crisis screenings and coordinate services for ambulance transportation for those needing inpatient treatment.

Tragedy response in schools and the community where suicide or traumatic events have occurred

Western Arkansas Counseling and Guidance Center works with juvenile office to help them get any child placed in services and develop the best course of treatment. We work with them to get families more involved and work to divert from jail.

Tragedy response in schools and the community where suicide or traumatic events have occurred.

**Scott County-**

Western Arkansas Counseling and Guidance Center has representation on the MDT (multi-disciplinary team) which also includes juvenile services, DHS, child advocacy center, the sheriffs department, state police, and the prosecutor's office. The team discusses hotline calls in order to coordinate services for those involved

Scott County Hometown Health Coalition- We send a representative each month to explore ways to improve the health and well-being of the community. Also participate in community events. For example, we will be set up to promote services at "Waldron Tradin' Days" on April 6<sup>th</sup> in connection with Child Abuse Awareness month.

Western Arkansas Counseling and Guidance Center works with the Scott county sheriffs department and local police department to do onsite screenings or through telemed. Involuntary commitment screenings are done as well. FORP services are also provided to restore those who have been identified as incompetent to stand trial

Western Arkansas Counseling and Guidance Center does Involuntary Commitment screenings.

Western Arkansas Counseling and Guidance Center works with the juvenile probation office for those on probation, diversion or FINS.

Partner and work with area DHS workers and supervisors to work together in helping fulfill the needs of children and families.

Mercy Hospital in Waldron- provide crisis screenings and coordinate services for ambulance transportation for those needing inpatient treatment.

Tragedy response in schools and the community where suicide or traumatic events have occurred.

# 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 70<sup>th</sup> 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

7-29-11

\_\_\_\_\_  
Date

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@archchildrens.org](mailto:SteeleRW@archchildrens.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

## MEMORANDUM OF UNDERSTANDING

This Counseling Services Agreement ("Agreement") is made and entered into this 23 day of May, 2017, by and between Western Arkansas Counseling & Guidance Center Inc. (WACGC) and the Arkansas College of Osteopathic Medicine – Fort Smith (ARCOM).

### RECITALS

- A. ARCOM desires to contract with Western Arkansas Counseling & Guidance Center to provide counseling services for their students and/or faculty.
- B. ARCOM and Western Arkansas Counseling & Guidance Center desire to enter into this Agreement to provide a full statement of their respective rights and responsibilities.

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

### AGREEMENT

1. **Services.** Western Arkansas Counseling & Guidance Center will provide the following services:

- (a) *Services and Hours of Operation.*
- (i) Western Arkansas Counseling & Guidance Center shall arrange for the provision of counseling to Eligible Person at any WACGC location (see attachment of catchment area and distribution/clinics).
- (ii) Western Arkansas Counseling & Guidance Center shall provide clinicians and support persons during WACGC business hours, 8:30am-5:00pm Monday through Friday at all clinic locations and 8:30am-5:00pm and Saturdays at Fort Smith Primary Service Center.
- (iii) There will be a limit of three (3) sessions per academic year for each student with exceptions as approved by the ARCOM designee. WACGC will accept referrals for Psychoeducational/Psychological assessments. Faculty referrals will be handled on a case-by-case basis.
- (iv) WACGC staffed after hours crisis hotline, 1-800-542-103, is available twenty-four (24) hours per day, three hundred sixty-five (365) days a year from all locations where students receive education from the ARCOM.

KDP



at the clinic. Western Arkansas Counseling & Guidance Center shall ensure that clinical records are safeguarded against loss or unauthorized use and shall comply with all applicable laws and regulations governing the privacy and security of such records. As required by applicable laws, regulations, and governing ethics, Western Arkansas Counseling & Guidance Center will provide the College with only the minimum amount of information necessary in order to obtain payment.

(c) *Reports.* On a monthly basis and for statistical purposes only, the Western Arkansas Counseling & Guidance Center will provide to ARCOM administration the number of students served, number of referrals made, and type of services provided.

(f) *Compliance.* Western Arkansas Counseling & Guidance Center shall provide services hereunder in accordance with applicable laws, regulations, and professional and ethical standards.

**2. Eligible Persons.** The service will be available to students of ARCOM. There will be a limit of three (3) sessions per academic year for each student with exceptions as approved by the College's designee. Services for faculty member referrals will occur on a case-by-case basis.

### **3. ARCOM Obligations.**

(a) *ARCOM shall:*

(i) Identify a liaison who will be available as the primary contact or provide a contact list for Western Arkansas Counseling & Guidance Center during the term of this Agreement for the purpose of answering questions and providing information and assistance; and,

(ii) Make referrals to WACGC by contacting Rusti Holwick, to ensure care coordination and linking the student/faculty to the appropriate services and service provider.

### **4. Financial Agreement.**

(a) Western Arkansas Counseling & Guidance Center will submit an invoice to ARCOM for services rendered.

(b) *Service Fees.* Western Arkansas Counseling & Guidance Center shall be compensated for services at the rate of \$110.00/hour. Psychoeducational/Psychological batteries or additional services will be on a case-by-case basis.

**5. Mutual Responsibilities.** Each party shall cooperate with the other party and meet with the other party as necessary to further the objectives of this memorandum.

**6. Security and Privacy of Health Information.** Through this MOU the parties wish to acknowledge their mutual obligations arising under laws and regulations of the following:

(a) Health Insurance Portability and Accountability Act of 1996 (HIPAA), Privacy Regulations effective April 14, 2003, and Security Regulations effective on April 20, 2005; and (2) Confidentiality of Alcohol and Drug Abuse patient Records (CADAPR). 45 CFS 164, 42 CFR 2.

7. **Modification.** This memorandum may be modified at any time by a written modification mutually agreed upon by both agencies.

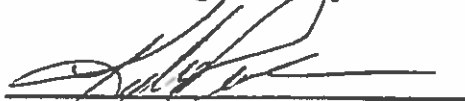
8. **Effective date.** This memorandum of understanding is effective on the date that both signatories have executed this document.

The parties, having read and understood the terms of this memorandum do, by their respective signatures below, hereby agree to the terms and conditions thereof.

9. **Non-Collusion and Acceptance.** The undersigned attests, subject to the penalties for perjury, that he/she is the agreeing party, or that he/she has not, nor has any other member, employee, representative, agent or officer of the agreeing party, that he/she has not, nor has any other member, employee, representative, agent or officer of the division, firm, company, corporation, or partnership representative by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this agreement other than that which appears upon the face of the agreement.

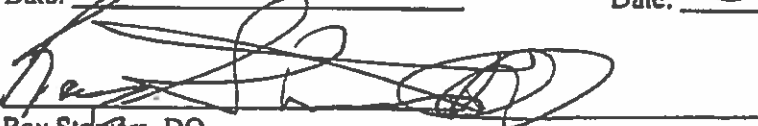
10. **Signatures.** In Witness Whereof, ARCOM and WACGC have, through dually authorized representatives entered into this agreement. The parties have read and understand the foregoing terms of the Agreement do by their respective signatures dated below hereby agree to the terms thereof.

Arkansas College of Osteopathic Medicine



Kyle D. Parker, JD  
President and Chief Executive Officer

Date: 5-24-17



Ray Stowers, DO  
Provost and Dean

Date: 5-24-17

Western Arkansas Counseling &  
Guidance Center, Inc.



Rusti Holwick  
Chief Operating Officer

Date: 5-23-17

# ATTACHMENT

## Guidance Center Locations & Directions

### Outpatient Clinics

Fort Smith/ 3111 South 70th Street/ 479-452-6650/ 479-452-5847 (fax)

Van Buren/ 2705 Oak Lane/ 479-474-8084/ 479-474-8085 (fax)

Ozark/ 1600 North 18th Street/ 479-667-2497/ 479-667-4506 (fax)

Booneville/ 174 North Welsh/ 479-675-3909/ 479-675-3914 (fax)

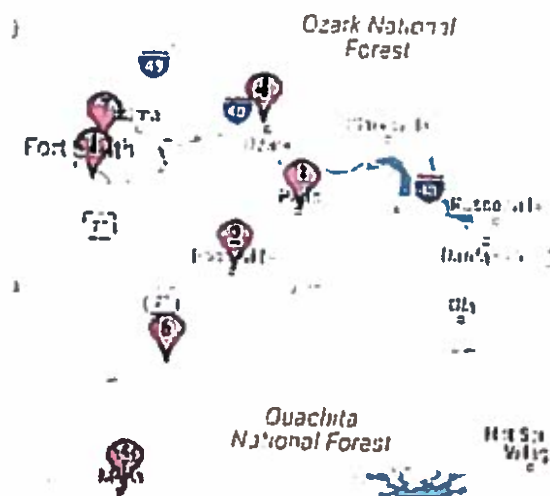
Paris/ 415 South 6th Street/ 479-963-2140/ 479-963-2705 (fax)

Waldron/ 1857 Rice Street/ 479-637-2468/ 479-637-2492 (fax)

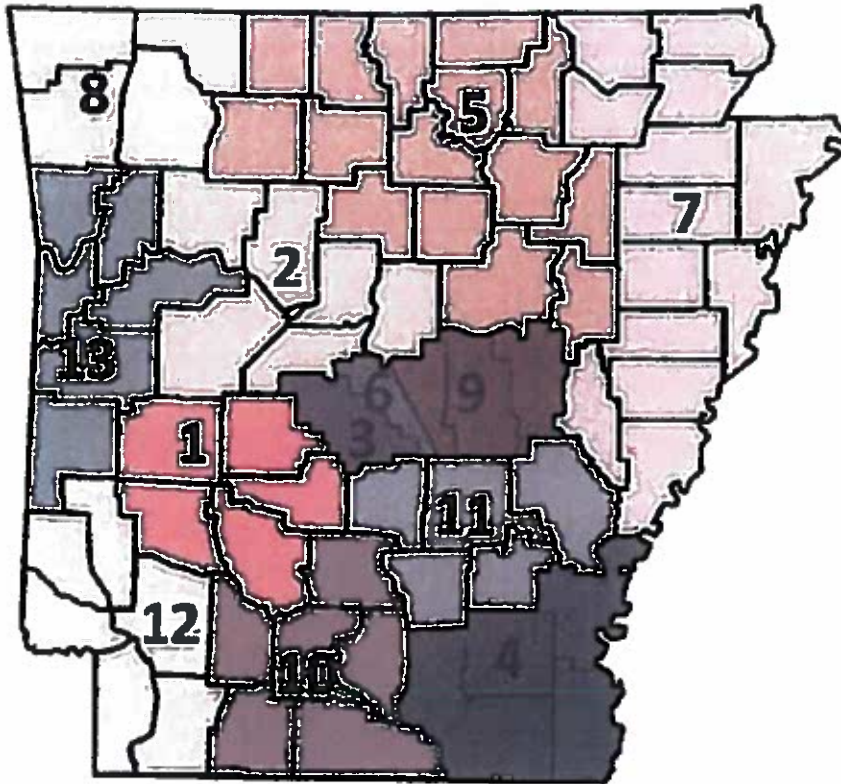
Mena/ 307 South Cherry/ 479-394-5277/ 479-394-5546 (fax)

*Emergency After-Hours Hotline: 800-542-1031*

<http://waccg.org/>



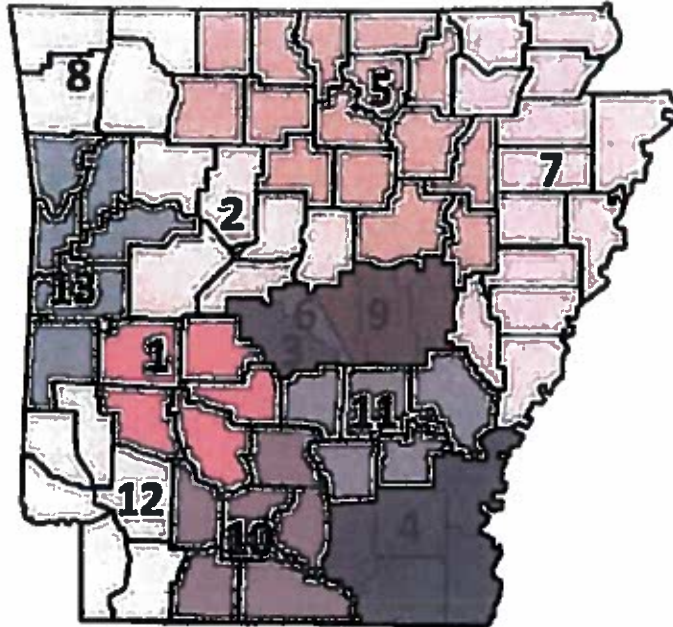
# Arkansas Community Mental Health Center Directory



Arkansas Department of Human Services  
Division of Behavioral Health Service  
Central Administration Office  
Physical Address: 4800 West 7<sup>th</sup> Street  
Mailing Address: 305 South Palm Street  
Little Rock, AR 72205

Telephone: 501.686-9164  
Fax: 501.686.9182  
Teletypewriter (TTY): 501.683.6972  
[humanservices.arkansas.gov/dbhs](http://humanservices.arkansas.gov/dbhs)

# Arkansas Community Mental Health Center Directory



Area	Agency	Telephone
1	Community Counseling Services, Inc.	501-624-7111
2	Counseling Associates, Inc.	501-327-4889
3	Counseling Clinic, Inc.	501-315-4224
4	Delta Counseling Associates	870-367-9732
5	Health Resources of Arkansas, Inc.	870-793-8900
6	Little Rock Community Mental Health Center, Inc.	501-686-9300
7	Mid-South Health Systems, Inc.	870-972-4000
8	Ozark Guidance Center, Inc.	479-750-2020
9	Professional Counseling Associates	501-221-1843
10	South Arkansas Regional Health Center	870-862-7921
11	Southeast Arkansas Behavioral Healthcare System, Inc.	870-534-1834
12	Southwest Arkansas Counseling & Mental Health Center, Inc.	870-773-4655
13	Western Arkansas Counseling & Guidance Center	479-452-6650

# Arkansas Community Mental Health Center Directory

## Area 1

### Community Counseling Services

**Contact Information:**  
125 Dons Way  
Hot springs, AR 71913

501-624-7111  
communitycounselingservices.org

**Counties Served:**  
Clark  
Garland  
Hot Spring  
Montgomery  
Pike

## Area 2

### Counseling Associates, Inc.

**Contact Information:**  
350 Salem Road, Suite 9  
Conway, AR 72034

501-327-4889  
calinc.org

**Counties Served:**  
Conway  
Faulkner  
Johnson  
Perry  
Pope  
Yell

## Area 3

### Counseling Clinic, Inc.

**Contact Information:**  
307 East Sevier Street  
Benton, AR 72015

501-315-4224  
counselingclinicinc.org

**Counties Served:**  
Saline

## Area 4

### Delta Counseling Associates

**Contact Information:**  
790 Roberts Drive  
Monticello, AR 71655

870-367-9732  
deltacounseling.org

**Counties Served:**  
Ashley  
Bradley  
Chicot  
Desha  
Drew

# Arkansas Community Mental Health Center Directory

## Area 5

### Health Resources of Arkansas

**Contact Information:**  
25 Gap Road  
Batesville, AR 72503

870-793-8900  
healthresourcesofarkansas.com

**Counties Served:**

Baxter	Marion
Boone	Newton
Cleburne	Searcy
Fulton	Sharp
Izard	Stone
Independence	Van Buren
Jackson	White

## Area 6

### Little Rock Community Mental Health Center

**Contact Information:**  
1100 North University, Suite 200  
Little Rock, AR 72205

501-686-9300

**Counties Served:**  
Pulaski (South of the  
Arkansas River)

## Area 7

### Mid-South Health Systems, Inc.

**Contact Information:**  
2707 Browns Lane  
Jonesboro, AR 72401

870-972-4000  
mshs.org

**Counties Served:**

Clay	Lee
Craighead	Mississippi
Crittenden	Monroe
Cross	Phillips
Greene	Polk
Lawrence	Randolph
	St. Francis

## Area 8

### Ozark Guidance Center

**Contact Information:**  
2400 South 48<sup>th</sup> Street  
Springdale, AR 72762

479-750-2020  
ozarkguidance.org

**Counties Served:**

Benton  
Carroll  
Madison  
Washington

# Arkansas Community Mental Health Center Directory

Area 9

## Professional Counseling Associates

**Contact Information:**  
3601 Richards Road  
North Little Rock, AR 72231

501-221-1843  
pca-ar.org

**Counties Served:**  
Lonoke  
Prairie  
Pulaski (North of the  
Arkansas River)

Area 10

## South Arkansas Regional Health Center

**Contact Information:**  
715 North College  
El Dorado, AR 71730

870-862-7921  
sarhc.org

**Counties Served:**  
Calhoun  
Columbia  
Dallas  
Ouachita  
Nevada  
Union

Area 11

## Southeast Arkansas Behavioral Healthcare System, Inc.

**Contact Information:**  
2500 Rike Drive  
Pine Bluff, AR 71613

870-534-1834  
sabhs.org

**Counties Served:**  
Arkansas  
Cleveland  
Grant  
Jefferson  
Lincoln

Area 12

## Southwest Arkansas Counseling and Mental Health Center, Inc.

**Contact Information:**  
2904 Arkansas Boulevard  
Texarkana, AR 71854

870-773-4655  
swacmhc.com

**Counties Served:**  
Hempstead  
Howard  
Lafayette  
Little River  
Miller  
Sevier



# Arkansas Community Mental Health Center Directory

## Area 13

### Western Arkansas Counseling and Guidance Center

Contact Information:  
3111 South 70<sup>th</sup> Street  
Fort Smith, AR 72903

479-452-6650  
swacmhc.com

Counties Served:  
Crawford  
Franklin  
Logan  
Polk  
Sebastian  
Scott

## Specialty Clinics

### BirchTree Communities

Contact Information:  
1718 Old Hot Springs Hwy  
Benton, AR 72015

501-315-3344  
birchtree.org

### Centers for Youth and Families

Contact Information:  
6601 W 12th Street  
Little Rock, AR 72204

501-666-8686  
centersforyouthandfamilies.org

### GAIN, Inc.

Contact Information:  
712 W 3rd Street Suite 100  
Little Rock, AR 72201

501-379-4246

Arkansas Department of Human Services  
Division of Behavioral Health Service  
Central Administration Office  
Physical Address: 4800 West 7<sup>th</sup> Street  
Mailing Address: 305 South Palm Street  
Little Rock, AR 72205

Telephone: 501.686.9164  
Fax: 501.686.9182  
Teletypewriter (TTY): 501.683.6972  
humanservices.arkansas.gov/dbhs

## Arkansas Community Mental Health Center Directory

AREA KEY	COUNTY	COMMUNITY MENTAL HEALTH CENTER	LOCATION	CONTACT INFORMATION
11	Arkansas	Southeast Arkansas Behavioral Healthcare System, Inc.	2500 Rike Drive Pine Bluff, AR 71613	870-534-1834 sabhs.org
4	Ashley	Delta Counseling Associates	790 Roberts Drive Monticello, AR 71655	870-367-9732 deltacounseling.org
5	Baxter	Health Resources of Arkansas	25 Gap Road Batesville, AR 72503	870-793-8900 healthresourcesofarkansas.com
8	Benton	Ozark Guidance Center	2400 South 48 <sup>th</sup> Street Springdale, AR 72762	479-750-2020 ozarkguidance.org
5	Boone	Health Resources of Arkansas	25 Gap Road Batesville, AR 72503	870-793-8900 healthresourcesofarkansas.com
4	Bradley	Delta Counseling Associates	790 Roberts Drive Monticello, AR 71655	870-367-9732 deltacounseling.org
10	Calhoun	South Arkansas Regional Health Center	715 North College El Dorado, AR 71730	870-862-7921 sarhc.org
8	Carroll	Ozark Guidance Center	2400 South 48 <sup>th</sup> Street Springdale, AR 72762	479-750-2020 ozarkguidance.org
4	Chicot	Delta Counseling Associates	790 Roberts Drive Monticello, AR 71655	870-367-9732 deltacounseling.org
1	Clark	Community Counseling Services	125 Dons Way Hot springs, AR 71913	501-624-7111 communitycounselingservices.org
7	Clay	Mid-South Health Systems, Inc.	2707 Browns Lane Jonesboro, AR 72401	870-972-4000 mshs.org
5	Cleburne	Health Resources of Arkansas	25 Gap Road Batesville, AR 72503	870-793-8900 healthresourcesofarkansas.com
11	Cleveland	Southeast Arkansas Behavioral Healthcare System, Inc.	2500 Rike Drive Pine Bluff, AR 71613	870-534-1834 sabhs.org
10	Columbia	South Arkansas Regional Health Center	715 North College El Dorado, AR 71730	870-862-7921 sarhc.org
2	Conway	Counseling Associates, Inc.	350 Salem Road Suite 9 Conway, AR 72034	501-327-4889 cainc.org

## Arkansas Community Mental Health Center Directory

7	Craghead	Mid-South Health Systems, Inc.	2707 Browns Lane Jonesboro, AR 72401	870-972-4000 mshs.org
13	Crawford	Western Arkansas Counseling and Guidance Center	3111 South 70 <sup>th</sup> Street Fort Smith, AR 72903	479-452-6650 swacmhc.com
7	Crittenden	Mid-South Health Systems, Inc.	2707 Browns Lane Jonesboro, AR 72401	870-972-4000 mshs.org
7	Cross	Mid-South Health Systems, Inc.	2707 Browns Lane Jonesboro, AR 72401	870-972-4000 mshs.org
10	Dallas	South Arkansas Regional Health Center	715 North College El Dorado, AR 71730	870-862-7921 sarhc.org
4	Desha	Delta Counseling Associates	790 Roberts Drive Monticello, AR 71655	870-367-9732 deltacounseling.org
4	Drew	Delta Counseling Associates	790 Roberts Drive Monticello, AR 71655	870-367-9732 deltacounseling.org
2	Faulkner	Counseling Associates, Inc.	350 Salem Road Suite 9 Conway, AR 72034	501-327-4889 calinc.org
13	Franklin	Western Arkansas Counseling and Guidance Center	3111 South 70 <sup>th</sup> Street Fort Smith, AR 72903	479-452-6650 swacmhc.com
5	Fulton	Health Resources of Arkansas	25 Gap Road Batesville, AR 72503	870-793-8900 healthresourcesofarkansas.com
1	Garland	Community Counseling Services	125 Dons Way Hot springs, AR 71913	501-624-7111 communitycounselingservices.org
11	Grant	Southeast Arkansas Behavioral Healthcare System, Inc.	2500 Rike Drive Pine Bluff, AR 71613	870-534-1834 sabhs.org
7	Greene	Mid-South Health Systems, Inc.	2707 Browns Lane Jonesboro, AR 72401	870-972-4000 mshs.org
12	Hempstead	Southwest Arkansas Counseling and Mental Health Center, Inc.	2904 Arkansas Boulevard Texarkana, AR 71854	870-773-4655 swacmhc.com
1	Hot Spring	Community Counseling Services	125 Dons Way Hot springs, AR 71913	501-624-7111 communitycounselingservices.org
12	Howard	Southwest Arkansas Counseling and Mental Health Center, Inc.	2904 Arkansas Boulevard Texarkana, AR 71854	870-773-4655 swacmhc.com

## Arkansas Community Mental Health Center Directory

5	Independence	Health Resources of Arkansas	25 Gap Road Batesville, AR 72503	870-793-8900 healthresourcesofarkansas.com
5	Izard	Health Resources of Arkansas	25 Gap Road Batesville, AR 72503	870-793-8900 healthresourcesofarkansas.com
5	Jackson	Health Resources of Arkansas	25 Gap Road Batesville, AR 72503	870-793-8900 healthresourcesofarkansas.com
11	Jefferson	Southeast Arkansas Behavioral Healthcare System, Inc.	2500 Rike Drive Pine Bluff, AR 71613	870-534-1834 sabhs.org
2	Johnson	Counseling Associates, Inc.	350 Salem Road Suite 9 Conway, AR 72034	501-327-4889 callnc.org
12	Lafayette	Southwest Arkansas Counseling and Mental Health Center, Inc.	2904 Arkansas Boulevard Texarkana, AR 71854	870-773-4655 swacmhc.com
7	Lawrence	Mid-South Health Systems, Inc.	2707 Browns Lane Jonesboro, AR 72401	870-972-4000 mshs.org
7	Lee	Mid-South Health Systems, Inc.	2707 Browns Lane Jonesboro, AR 72401	870-972-4000 mshs.org
11	Lincoln	Southeast Arkansas Behavioral Healthcare System, Inc.	2500 Rike Drive Pine Bluff, AR 71613	870-534-1834 sabhs.org
12	Little River	Southwest Arkansas Counseling and Mental Health Center, Inc.	2904 Arkansas Boulevard Texarkana, AR 71854	870-773-4655 swacmhc.com
13	Logan	Western Arkansas Counseling and Guidance Center	3111 South 70 <sup>th</sup> Street Fort Smith, AR 72903	479-452-6650 swacmhc.com
9	Lonoke	Professional Counseling Associates	3601 Richards Road North Little Rock, AR 72231	501-221-1843 pca-ar.org
8	Madison	Ozark Guidance Center	2400 South 48 <sup>th</sup> Street Springdale, AR 72762	479-750-2020 ozarkguidance.org
5	Marion	Health Resources of Arkansas	25 Gap Road Batesville, AR 72503	870-793-8900 healthresourcesofarkansas.com
12	Miller	Southwest Arkansas Counseling and Mental Health Center, Inc.	2904 Arkansas Boulevard Texarkana, AR 71854	870-773-4655 swacmhc.com
7	Mississippi	Mid-South Health Systems, Inc.	2707 Browns Lane Jonesboro, AR 72401	870-972-4000 mshs.org

## Arkansas Community Mental Health Center Directory

7	Monroe	Mid-South Health Systems, Inc.	2707 Browns Lane Jonesboro, AR 72401	870-972-4000 mshs.org
1	Montgomery	Community Counseling Services	125 Dons Way Hot springs, AR 71913	501-624-7111 communitycounselingservices.org
10	Nevada	South Arkansas Regional Health Center	715 North College El Dorado, AR 71730	870-862-7921 sarhc.org
5	Newton	Health Resources of Arkansas	25 Gap Road Batesville, AR 72503	870-793-8900 healthresourcesofarkansas.com
10	Ouachita	South Arkansas Regional Health Center	715 North College El Dorado, AR 71730	870-862-7921 sarhc.org
2	Perry	Counseling Associates, Inc.	350 Salem Road Suite 9 Conway, AR 72034	501-327-4889 calinc.org
7	Phillips	Mid-South Health Systems, Inc.	2707 Browns Lane Jonesboro, AR 72401	870-972-4000 mshs.org
1	Pike	Community Counseling Services	125 Dons Way Hot springs, AR 71913	501-624-7111 communitycounselingservices.org
7	Polk	Mid-South Health Systems, Inc.	2707 Browns Lane Jonesboro, AR 72401	870-972-4000 mshs.org
13	Polk	Western Arkansas Counseling and Guidance Center	3111 South 70 <sup>th</sup> Street Fort Smith, AR 72903	479-452-6650 swacmhc.com
2	Pope	Counseling Associates, Inc.	350 Salem Road Suite 9 Conway, AR 72034	501-327-4889 calinc.org
9	Prairie	Professional Counseling Associates	3601 Richards Road North Little Rock, AR 72231	501-221-1843 pca-ar.org
6	Pulaski (South of the Arkansas River)	Little Rock Community Mental Health Center	1100 North University Suite 200 Little Rock, AR 72205	501-686-9300
9	Pulaski (North of the Arkansas River)	Professional Counseling Associates	3601 Richards Road North Little Rock, AR 72231	501-221-1843 pca-ar.org
7	Randolph	Mid-South Health Systems, Inc.	2707 Browns Lane Jonesboro, AR 72401	870-972-4000 mshs.org
3	Saline	Counseling Clinic, Inc.	307 East Sevier Street Benton, AR 72015	501-315-4224 counselingclinicinc.org

## Arkansas Community Mental Health Center Directory

13	Scott	Western Arkansas Counseling and Guidance Center	3111 South 70 <sup>th</sup> Street Fort Smith, AR 72903	479-452-6650 swacmhc.com
5	Searcy	Health Resources of Arkansas	25 Gap Road Batesville, AR 72503	870-793-8900 healthresourcesofarkansas.com
13	Sebastian	Western Arkansas Counseling and Guidance Center	3111 South 70 <sup>th</sup> Street Fort Smith, AR 72903	479-452-6650 swacmhc.com
12	Sevier	Southwest Arkansas Counseling and Mental Health Center, Inc.	2904 Arkansas Boulevard Texarkana, AR 71854	870-773-4655 swacmhc.com
5	Sharp	Health Resources of Arkansas	25 Gap Road Batesville, AR 72503	870-793-8900 healthresourcesofarkansas.com
7	St. Francis	Mid-South Health Systems, Inc.	2707 Browns Lane Jonesboro, AR 72401	870-972-4000 mshs.org
5	Stone	Health Resources of Arkansas	25 Gap Road Batesville, AR 72503	870-793-8900 healthresourcesofarkansas.com
10	Union	South Arkansas Regional Health Center	715 North College El Dorado, AR 71730	870-862-7921 sarhc.org
5	Van Buren	Health Resources of Arkansas	25 Gap Road Batesville, AR 72503	870-793-8900 healthresourcesofarkansas.com
8	Washington	Ozark Guidance Center	2400 South 48 <sup>th</sup> Street Springdale, AR 72762	479-750-2020 azarkguidance.org
5	White	Health Resources of Arkansas	25 Gap Road Batesville, AR 72503	870-793-8900 healthresourcesofarkansas.com
2	Yell	Counseling Associates, Inc.	350 Salem Road Suite 9 Conway, AR 72034	501-327-4889 callnc.org

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is made on 2/21/19 by and between Birch Tree Communities, Inc., 1781 Old Hot Springs Highway, Benton, Arkansas, 72018, and Western Arkansas Counseling and Guidance Center, P.O. Box 11818, Fort Smith, Arkansas, 72917. The parties hereby bind themselves to undertake a Memorandum of Agreement ("Agreement") under the following terms and conditions:

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

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

### **OBLIGATIONS OF THE PARTIES.**

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

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

Western Arkansas Counseling and Guidance Center shall perform the following obligations:

#### Pre-Tiering Requirements

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

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

#### Evaluation Term

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

re-admit the member or make plans to admit the member to a new program no later than seven calendar days after the thirty-day evaluation term ends.

The TC provider shall be reimbursed for each day during the evaluation term at the rate determined by the DHS or PASSE billing manuals for the appropriate level of care. If a member is still in the care of a TC program after the thirty-day evaluation period and the member has been deemed unsuitable then the TC provider may bill at 1.5 times the billing rate so long as the member remains under the provider's care.

### Medicaid Eligibility Status

A TC provider may deny a referral of a member that has no Medicaid, Medicare or private health insurance coverage. A TC provider also has the option to deny a member if the member is in the Medicaid Spend Down program. Alternatively, if the provider accepts a Spend Down member then the CMHC must reimburse the TC provider for services performed by the TC provider that must be delivered to activate Medicaid for that member.

These "uncovered services" required to activate Medicaid are recurring and vary based on the member's income. Once the amount of uncovered services meets the Medicaid threshold that activates coverage, that member will have a window of active Medicaid coverage for three months. After this period then the coverage expires and the member must again meet the threshold to activate Medicaid coverage. As long as the member is under the provider's care and is not referred back to a CMHC then the provider will continue to be reimbursed for uncovered services by the CMHC.

**CONFIDENTIALITY.** Subject to sub-clause (2) below, each party shall treat as strictly confidential all information received or obtained as a result of entering into or performing this Agreement.

Each party may disclose information which would otherwise be confidential if and to the extent:

- (i) required by the law of any relevant jurisdiction;
- (ii) the information has come into the public domain through no fault of the party; or
- (iii) the other party has given prior written approval to the disclosure, provided that any such information disclosed shall be disclosed only after consultation with and notice to the other party.

**REPRESENTATIONS AND WARRANTIES.** Each party to this Agreement represents and warrants to the other party that it:

- (a) has full power, authority, and legal right to execute and perform this Agreement;
- (b) has taken all necessary legal and corporate action to authorize the execution and performance of this Agreement.



**MEMORANDUM OF AGREEMENT SUMMARIZATION.**

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

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

**AUTHORIZATION AND EXECUTION.**

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

This agreement shall be signed by Birch Tree Communities, Inc., and Western Arkansas Counseling and Guidance Center and shall be effective as of the date first written above.



First Party Signature

Birch Tree Communities, Inc.

2/21/19

Date



Second Party Signature

Western Arkansas Counseling and Guidance Center

3-11-19

Date

## **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.

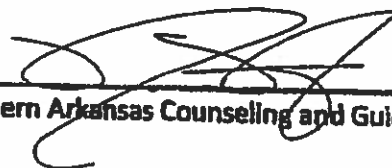
Services will not be terminated due to nonpayment, lack of PCP referral, and/or transportation without first attempting to assist the family manage services and resources necessary to meet required components necessary for school based mental health services.

Contractor agrees to provide school-based mental health services up to 30% non-billable 70% billable nonpaying 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  X  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?

X  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](mailto:Brittany.Rogers@arkansas.gov)*

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

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March 06, 2019

Trent Goff  
Booneville School District  
381 West 7<sup>th</sup> 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 70<sup>th</sup> Street  
P.O. Box 11818  
Fort Smith, Arkansas 72917

Ph 479-452-6650  
Fax 479-452-5847  
[www.wacgc.org](http://www.wacgc.org)



**AGREEMENT FOR PSYCHOLOGICAL TESTING**

This **AGREEMENT FOR PSYCHOLOGICAL TESTING** is made and entered into as of the 11 day of October, 2017 between:

**Bost, Inc. (Bost) (Bost Brazil, Willowcreek, and Woodcrest)**  
PO Box 11495  
Fort Smith, AR 72917

And

**Western Arkansas Counseling and Guidance Center, Inc. (Guidance Center)**  
3111 South 70<sup>th</sup> Street  
Fort Smith, AR 72903

**SERVICES:**

The Guidance Center agrees to provide psychological testing services to intellectually disabled clients of Bost upon referral to the Guidance Center. Initial testing will include the WAIS-IV, the Vineland-II and interview. Additional testing may be required to address diagnosis such as Asperger's Syndrome. All additional testing provide will require pre-approval by Laura Lewis or her designee.

**PROCESS:**

Upon completion of Referral for Psychological Evaluation form from Bost, the Guidance Center staff will contact the client, family and/or case worker to schedule appointment for testing. Prior to the evaluation, a Release of Information Form will be completed by Guidance Center staff to allow the report of the testing to be sent to Bost upon completion. Reports will be mailed based upon agreed timeframe.


**RATES:**

Bost, Inc. will be responsible for the reimbursement of the psychological evaluation at the following rates:

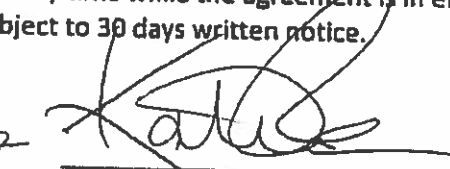
Completion of WAIS-IV, Vineland-II and Client Interview	\$350.00 per evaluation
Behavior Support Plan	\$272.50 per plan

**TERMS:**

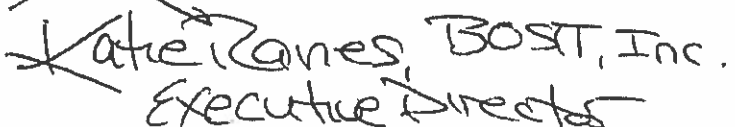
This agreement is effective on the date of execution by both parties. Upon agreement by both parties, an addendum to this agreement made be made at any time while the agreement is in effect. This agreement may be terminated by either party, subject to 30 days written notice.

  
Aaron L. Holwick, CEO  
Western Arkansas Counseling  
& Guidance Center, Inc.

10/11/17  
Date

  
Lesa Fuller  
Bost, Inc.

10/11/17  
Date

  
Kate Jones, BOST, Inc.  
Executive Director



## AGREEMENT FOR PSYCHOLOGICAL TESTING

This AGREEMENT FOR PSYCHOLOGICAL TESTING is made and entered into as of the \_\_\_\_ day of October, 2017 between:

**Brownwood Life Care Center**  
7500 Wells Lake Road  
Fort Smith, AR 72923

And

**Western Arkansas Counseling and Guidance Center, Inc. (Guidance Center)**  
3111 South 70<sup>th</sup> Street  
Fort Smith, AR 72903

### SERVICES:

The Guidance Center agrees to provide psychological testing services to intellectually disabled clients of Brownwood Life Care Center upon referral to the Guidance Center. Initial testing will include the WAIS-IV, the Vineland-II and interview. Additional testing may be required to address diagnosis such as Asperger's Syndrome. All additional testing provided will require pre-approval by Greg Keller or his designee.

### PROCESS:

Upon completion of Referral for Psychological Evaluation form from Brownwood Life Care Center, the Guidance Center staff will contact the client, family and/or case worker to schedule an appointment for testing. Prior to the evaluation, a Release of Information Form will be completed by Guidance Center staff to allow the report of the testing to be sent to Brownwood Life Care Center upon completion. Reports will be mailed based upon agreed timeframe.

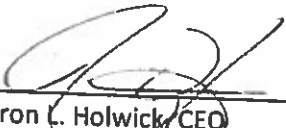
### RATES:

Brownwood Life Care Center will be responsible for the reimbursement of the psychological evaluation at the following rates:

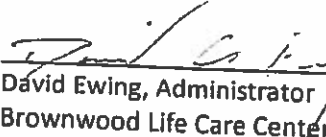
Completion of WAIS-IV, Vineland-II and Client Interview	\$350.00 per evaluation
Behavior Support Plan	\$272.50 per plan

### TERMS:

This agreement is effective on the date of execution by both parties. Upon agreement by both parties, an addendum to this agreement made be made at any time while the agreement is in effect. This agreement may be terminated by either party, subject to 30 days written notice.

  
\_\_\_\_\_  
Aaron L. Holwick, CEO  
Western Arkansas Counseling  
& Guidance Center, Inc.

11/8/17  
Date

  
\_\_\_\_\_  
David Ewing, Administrator  
Brownwood Life Care Center

11/12/17  
Date





## AGREEMENT FOR PSYCHOLOGICAL TESTING

This **AGREEMENT FOR PSYCHOLOGICAL TESTING** is made and entered into as of the 11 day of October, 2017 between:

**Cedar Ridge**  
P.O. Box 2389  
Fort Smith, AR 72921

**And**

**Western Arkansas Counseling and Guidance Center, Inc. (Guidance Center)**  
3111 South 70<sup>th</sup> Street  
Fort Smith, AR 72903

### SERVICES:

The Guidance Center agrees to provide psychological testing services to intellectually disabled clients of Cedar Ridge upon referral to the Guidance Center. Initial testing will include the WAIS-IV, the Vineland-II and interview.

### PROCESS:

Upon completion of Referral for Psychological Evaluation form from Cedar Ridge, the Guidance Center staff will contact the client, family and/or case worker to schedule appointment for testing. Prior to the evaluation, a Release of Information Form will be completed by Guidance Center staff to allow the report of the testing to be sent to Cedar Ridge upon completion. Reports will be mailed based upon agreed timeframe.

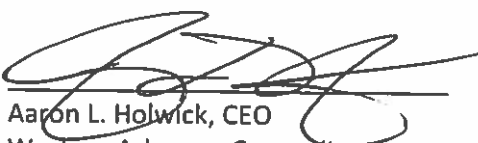
### RATES:

Cedar Ridge will be responsible for the reimbursement of the psychological evaluation at the following rates:

Full Scale Testing	\$220.00 per evaluation
Behavior Support Plan	\$110.00 per plan

### TERMS:

This agreement is effective on the date of execution by both parties. Upon agreement by both parties, an addendum to this agreement may be made at any time while the agreement is in effect. This agreement may be terminated by either party, subject to 30 days written notice.

  
Aaron L. Holwick, CEO  
Western Arkansas Counseling  
& Guidance Center, Inc.

10-11-17  
Date

\_\_\_\_\_  
Toni Wilson  
Cedar Ridge

\_\_\_\_\_  
Date

**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**

- 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:**

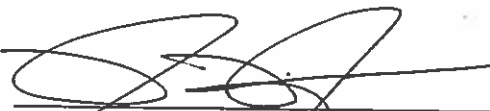
- This agreement shall be in full effect from the time of signing with services to commence at the beginning of the Cedarville Public School District as part of the 2018-2019 academic year and to terminate at the end of the Cedarville Public School District 2018-2019 academic year.
- The Cedarville Wellness 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**

- 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 70<sup>th</sup> 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

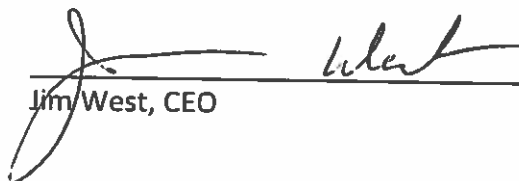
Page Two

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  
 \_\_\_\_\_  
 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:

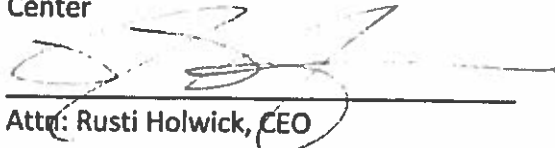
\_\_\_\_\_  
Conway Behavioral Health, LLC

\_\_\_\_\_  
Attn: Doris Singleton, CEO

\_\_\_\_\_  
Date

Referring Entity:

By: \_\_\_\_\_  
Western Arkansas Counseling and Guidance  
Center

  
\_\_\_\_\_  
Attn: Rusti Holwick, CEO

10-23-18  
\_\_\_\_\_  
Date

## AGREEMENT

An Agreement between Western Arkansas Counseling and Guidance Center, hereinafter referred to as WACGC, and Sebastian County Government, County Judge, and for Administrative coordination with the Criminal Justice Coordinating Committee, said committee hereinafter referred to as CJCC.

This agreement is entered into by and between Western Arkansas Counseling and Guidance Center and the Sebastian County Judge; and for administrative coordination with the Sebastian County Criminal Justice Coordinating Committee [CJCC]; and is executed pursuant to the terms and conditions set forth herein.

In consideration of those mutual undertakings and covenants, the parties agree as follows:

WHEREAS Sebastian County Government must provide certain necessary services to the citizens of Sebastian County pursuant to Arkansas Code Annotated 14-14-802, the Administration of Justice through the several courts of record of the County and Law Enforcement Protection Services and the custody of the persons accused or convicted of crimes; and

WHEREAS Implementation of Criminal Justice System Diversion Programs are needed, including support for and facilitation of the effective operation of a Sebastian County Crisis Stabilization Unit, for diversion of the mentally ill who are not dangerous and not violent, to short term treatment, as identified and referred by trained law enforcement officers in Crisis Intervention Training [CIT]; and operated in accordance with Act 423 of 2017, and in compliance with administration of these programs by the Arkansas Department of Behavioral Health Services; are a priority for the Sebastian County Criminal Justice System; and

WHEREAS Sebastian County Government has submitted an application and has been authorized for funding by the State of Arkansas through the Governor's office and the Arkansas Department of Behavioral Health Services and for the implementation of a Crisis Stabilization Unit serving the six (6) county mental health catchment area; and Sebastian County wishes to enter into an operating agreement with the Western Arkansas Counseling and Guidance Center for the provision of services and operation of the Crisis Stabilization Unit Facility.

NOW THEREFORE Sebastian County agrees to provide \$140,000 to Western Arkansas Counseling and Guidance Center for the purpose of remodeling an existing Western Arkansas Counseling and Guidance Center building to provide crisis stabilization services to our six (6) county mental health catchment area which includes [Sebastian, Crawford, Franklin, Logan, Scott and Polk Counties].

**TERM OF AGREEMENT** This agreement shall become effective immediately upon both parties signing the agreement. The agreement may be terminated by providing no less than one year written notice in order to allow sufficient time to implement another facility and subject to appropriate approvals; or in the event state funding is not provided with 30 days notice of such funding expiration effective date.

Responsibilities of Western Arkansas Counseling and Guidance Center shall include providing services for the operation of the crisis stabilization unit in accordance with the scope of services and plan for operation of crisis stabilization units in the state of Arkansas as established by the Arkansas Governor's office and the Arkansas Department of Behavioral Health Services.

Sebastian County shall serve as the oversight coordinating governmental entity supporting the administration of funds awarded to Sebastian County by the Governor's Office through the Arkansas Department of Behavioral Services to support the operations of a Sebastian County Stabilization Unit, and by the ongoing functioning and operations of the Sebastian County Justice Coordinating Committee as adopted by County Ordinance and with the planned implementation of a Sebastian County Mental Health Court to enhance and support the effectiveness of the Sebastian County Crisis Stabilization Unit.

HEREBY approved this \_\_\_\_\_ day of \_\_\_\_\_ 2017

Sebastian County  
County of Sebastian County, Arkansas      Western Arkansas Counseling and Guidance  
Center

By \_\_\_\_\_  
David Hudson, County Judge

By \_\_\_\_\_  
Rusti Holwick, Chief Executive Officer



**INTERLOCAL AGREEMENT/MEMORANDUM OF UNDERSTANDING  
SEBASTIAN COUNTY REGIONAL CRISIS STABILIZATION UNIT**

**ATTACHMENT 2  
CRITERIA FOR ADMISSION**

**DEFINITION:**

A Crisis Stabilization Unit (CSU) is defined as a program of non-hospital emergency services, with sixteen or fewer beds, providing crisis stabilization for individuals who are experiencing a behavioral health crisis and/or detained by law enforcement, as authorized by Act 423 of 2017. CSUs provide observation, evaluation and emergency treatment and referral, when necessary, for inpatient psychiatric or substance use disorder treatment services.

**DESCRIPTION OF SERVICE:**

This level of care provides a facility-based program where patients with an urgent/emergent need can receive crisis stabilization services in a safe, structured setting. It provides continuous 24-hour observation and supervision for individuals who do not require intensive clinical treatment in an inpatient setting and would benefit from a short-term structured stabilization setting. The primary objective of the CSU is to promptly conduct a comprehensive assessment of the patient and to develop a treatment plan with emphasis on crisis intervention services necessary to stabilize and restore the patient to a level of functioning that requires a less restrictive level of care. CSU stays are short-term, with efficient and coordinated transfer of the individual to a less restrictive level of care following stabilization or a more restrictive level of care as needed. Prior to discharge, there is a documented active attempt at coordination of care with appropriate community-based services or agencies. Licensure and credentialing requirements specific to facilities and individual practitioners do apply and are found in the Arkansas Department of Human Services, Behavioral Health Acute Crisis Unit Certification.

## **INTERLOCAL AGREEMENT/MEMORANDUM OF UNDERSTANDING SEBASTIAN COUNTY REGIONAL CRISIS STABILIZATION UNIT**

AGREEMENT between the counties of Sebastian, Crawford, Franklin, Logan, Scott and Polk and each Incorporated City in those Counties. The parties to this Agreement endorse the mission and goals of the Behavioral Health Deflection Program and the establishment of the Sebastian County Regional Crisis Stabilization Unit (“SCRCSU”) as a pilot program authorized by Act 423 of 2017. By addressing behavioral health and related issues in the community, and thus limiting the number of participants who become enmeshed in the criminal justice system, those participants will realize improved quality of life. The parties recognize that for the Behavioral Health Deflection Program to be successful, cooperation and collaboration must occur among the partners in the Program.

The parties are acting pursuant to existing legal authority. This Memorandum (“MOU”) does not create any new authority to act. This MOU sets forth the intentions of the parties to act pursuant to their individual missions.

### Mission Statement

The mission of the Stepping Up Initiative, which has provided the impetus for the Behavioral Health Deflection Program, is to “help advance counties’ efforts to reduce the number of adults with mental and co-occurring substance use disorders in jails.”

### Program Goal

The goal of the program is to improve the lives of individuals with behavioral health issues by assisting them to gain access to case management and other appropriate resources in the community.

### Regional Stakeholders Roundtable for Crisis Stabilization Unit Oversight

A Regional Stakeholders Roundtable will serve in an oversight role for Crisis Stabilization Unit operations.

Members of the Stakeholders Roundtable include each of the six County Judges, County Sheriffs, and each Mayor/and or City Administrator and Police Chief within the six county mental health catchment area of Sebastian, Crawford, Franklin, Logan, Scott and Polk Counties. For administrative purposes, class 1 cities shall represent the cities of each county.

The Regional Stakeholders Roundtable shall meet as needed to review operations, not less than annually and initially in development of the Crisis Stabilization Unit on a quarterly basis.

### Criminal Justice Coordinating Committee

The Sebastian County Criminal Justice Coordinating Committee (“CJCC”) will periodically review data and records of the participating jails and the SCRCSU in order to assist with the transfer of data and/or make recommendations for protocols for the efficient use of criminal justice resources when applicable. Additionally, the Committee will provide information regarding SCRCSU activities and accomplishments to the Sebastian County Quorum Court upon request.

Each Judicial District in the six county mental health catchment area of Sebastian, Crawford, Franklin, Logan, Scott and Polk counties are encouraged to establish a Criminal Justice Coordinating Committee using the model as set forth in National Institute of Corrections 2002 publication, Establishing and Operating a Criminal Justice Coordinating Committee.

### Individual Agency Responsibilities and Staff Commitments

#### **SEBASTIAN COUNTY**

1. Sebastian County will fund the construction of the SCRCSU facility.
2. Sebastian County will monitor budgetary costs and revenues for the SCRCSU and oversee administration of the Interlocal Agreement for ongoing maintenance of the SCRCSU, in accordance with grant reimbursement guidelines.
3. Sebastian County will enter into and manage the services contract with a medical services provider for the SCRCSU.
4. Initially, only mental health and co-occurring substance abuse services will be provided at the SCRCSU. In the future, sobering beds may be added to the scope of services.
5. Sebastian County will participate as an active member in the Regional Stakeholders Roundtable serving as the coordinating entity for meeting planning, agendas, reports and roundtable administration.
6. Sebastian County will provide necessary training to new or replacement roundtable members.
7. Sebastian County will receive, analyze, and report all required data as required by the State of Arkansas (“State”) in order to receive reimbursement for funding of the SCRCSU.
8. Sebastian County will ensure that the medical services provider reports all data necessary to continue participation in the State CSU pilot program.

## **PARTICIPATING COUNTIES, CITIES AND LAW ENFORCEMENT AGENCIES**

1. The designated representative of each County and City law enforcement agency contributes data to the program as defined in Attachment 1, Data Collection and Sharing.
2. The Counties and City law enforcement agencies will ensure that its officers receive CIT training as required by state law.
3. The Counties agree that their local and/or regional jails will implement the use of the Correctional Mental Health Screen for Men (CMHS-M), the Correctional Mental Health Screen for Women (CMHS-W), the Texas Christian University (TCU) Screen V for substance abuse, by the date services are initiated at the SCRCSU or one week after the State provides training for use and implementation of the tools, whichever is sooner.
4. The Counties agree that local and/or regional jails will implement the use of the criminogenic risk assessment tool recommended by the Interagency Task Force for the Implementation of Criminal Justice Prevention Initiatives, by the date services are initiated at the SCRCSU or one week after the State provides training for use and implementation of the tools, whichever is sooner.
5. The Counties and Cities agencies shall provide funding as agreed upon in the Interlocal Agreement.
6. The Counties and Cities shall provide transportation to and from the facility by a law enforcement officer for any individual who meets the agreed upon criteria for admission to the SCRCSU as defined in Attachment 2, Criteria for Admission. The determination as to whether an individual meets the criteria for admission to the SCRCSU and transported thereto shall be made by a CIT officer pursuant to Ark. Code Ann. 20-47-808 (b)(Supp.2017). In no event shall a participating County, City, or Law Enforcement Agency be required to provide transportation to and/or from the SCRCSU facility on behalf of another participating County, City, or Law Enforcement Agency.
7. The Counties and Cities agree the priority and population for service by the SCRCSU are individuals in contact with CIT law enforcement officers, and, that individuals may not be sent to the SCRCSU from jails, community mental health centers or "walk-in" off the street. The SCRCSU is strictly reserved for individuals with whom CIT trained officers have made contact with during the normal course of their business and a determination that the individual meets the agreed upon criteria for admission to the SCRCSU as defined in Attachment 2, Criteria for Admission is made. These individuals have not been charged with a crime or booked into a jail. However, during the initial 90 day implementation of the SCRCSU, in accordance with ACT 423 of 2017, the option to accept referrals of eligible individuals to the SCRCSU from jails, hospital emergency rooms and community mental health centers will be permitted. This policy recognizes the need for additional CIT training of law enforcement officers to support SCRCSU operations and the implementation of new protocols by each law enforcement agency. Referrals from jails will be based upon collaboration and approval of the Sheriff, Prosecuting Attorney and appropriate District or Circuit Judge, for such individual to be released from jail and transported

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to the SCRCU for treatment. During the initial 90 day implementation time frame SCRCU operations will be monitored from SCRCU treatment reports, by the Administrator, and this procedure may be extended for an additional 90 days. Provided, however, transport from hospital emergency rooms will be by law enforcement officials, not by ambulance.

8. The Counties and City law enforcement agencies will abide by all policies and procedures developed and agreed to between Sebastian County and the medical services provider, including but not limited to submittal of basic information prior to drop-off at the SCRCU; criteria for admissions; securing of weapons while at the SCRCU, other than response to an emergency situation, the pick-up and return transportation of an individual from the SCRCU to their county and/or city of origin within a maximum of two (2) hours of notification by the medical services provider for all participants in Sebastian County and within a maximum of three (3) hours of notification by the medical services provider for all other participating counties, except Polk County within a maximum of six (6) hours of notification.

#### Agreement

In creating this partnership and uniting around the goal of improving public safety, we are pledged to enhance communication and cooperation among regional Counties, City law enforcement agencies, and the medical services provider. Through this linkage of services, we expect improved outcomes and effectiveness in addressing the needs of persons with behavioral health issues.

#### Data Sharing

The partners agree that sharing data between and among themselves is crucial to the success of the SCRCU. Thus, the partners agree to develop a plan and protocols for the collection and sharing of program data, and to share all needed data, as long as doing so does not violate any law or regulation. Any information used and collected will be for the sole purpose of the SCRCU. Confidentiality of the program participant is paramount. However, compiled data, absent any individually identifying information, will be provided to State as required for continued participation in the State's crisis stabilization unit pilot program, for reimbursement purposes from the State, and to seek other funding sources, such as grants.

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6. The Data provided to the Program will be restricted to that which is needed for the Program's purposes.
7. Parties may not use the Data to contact any individual who is the subject of the information.
8. At all times, the parties in the Program will be the owners of their own Data.
9. At all times, the parties in the Program will de-identify mental health information received in the course of Program activities and shall keep such Data confidential and nonpublic, and in accordance with applicable federal, state, and local laws. *See* Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5), (collectively referred to hereinafter as "HIPAA"); Ark. Code Ann. § 25-19-105.
10. All parties to the MOU are bound by applicable laws and regulations at the federal, state, and local levels.
11. Parties shall report to the involved party within twenty-four (24) hours of becoming aware of any security breach or use or disclosure of the party's Data in violation of this Agreement or applicable law.

#### Data specifics

1. The initial Data that will be provided to the medical services provider, as the central point for the Program, includes the following as available:

- Name
- Date of birth
- Contact information for the individual
- Date, time and location of call
- Time spent on call
- Case notes- including previous law enforcement contact with the individual
- Answer to questions:
  - "Would this person benefit from behavioral health/substance abuse services?"
  - "Is the person open to treatment and follow-up contact?"

The above Data will be provided by the law enforcement agency prior to dropping off the individual at the SCRCUSU.

2. Each participating county/local jail shall immediately provide medical records to the SCRCUSU upon receipt of a signed authorization and/or release provided by the SCRCUSU or pursuant to a simple request from SCRCUSU, if a Business Associate Agreement has been entered into.

3. Each participating county/local jail and law enforcement agency shall provide Data and records as reasonably requested by the Criminal Justice Coordinating Committee (CJCC).

**INTERLOCAL AGREEMENT/MEMORANDUM OF UNDERSTANDING  
SEBASTIAN COUNTY REGIONAL CRISIS STABILIZATION UNIT**

**ATTACHMENT 2  
CRITERIA FOR ADMISSION**

**DEFINITION:**

A Crisis Stabilization Unit (CSU) is defined as a program of non-hospital emergency services, with sixteen or fewer beds, providing crisis stabilization for individuals who are experiencing a behavioral health crisis and/or detained by law enforcement, as authorized by Act 423 of 2017. CSUs provide observation, evaluation and emergency treatment and referral, when necessary, for inpatient psychiatric or substance use disorder treatment services.

**DESCRIPTION OF SERVICE:**

This level of care provides a facility-based program where patients with an urgent/emergent need can receive crisis stabilization services in a safe, structured setting. It provides continuous 24-hour observation and supervision for individuals who do not require intensive clinical treatment in an inpatient setting and would benefit from a short-term structured stabilization setting. The primary objective of the CSU is to promptly conduct a comprehensive assessment of the patient and to develop a treatment plan with emphasis on crisis intervention services necessary to stabilize and restore the patient to a level of functioning that requires a less restrictive level of care. CSU stays are short-term, with efficient and coordinated transfer of the individual to a less restrictive level of care following stabilization or a more restrictive level of care as needed. Prior to discharge, there is a documented active attempt at coordination of care with appropriate community-based services or agencies. Licensure and credentialing requirements specific to facilities and individual practitioners do apply and are found in the Arkansas Department of Human Services, Behavioral Health Acute Crisis Unit Certification.

CONTINUED STAY CRITERIA:

All the following criteria are necessary for continuing treatment at this level of care:

1. The individual's condition continues to meet admission criteria at this level of care and does not require a more intensive level of care.
2. Care is rendered in a clinically appropriate manner, is focused on the individual's behavioral and functional outcomes and is carefully structured to achieve optimum results in the most time efficient manner possible consistent with sound clinical practice.
3. Progress in relation to specific symptoms or impairments is clearly evident and can be described in objective terms, but goals of treatment have not yet been achieved or there has been clinically appropriate treatment plan adjustments to address the lack of progress.
4. There is a documented active attempt at coordination of care with appropriate community-based services or agencies.

DISCHARGE CRITERIA:

Any of the following criteria are sufficient for discharge at this level of care:

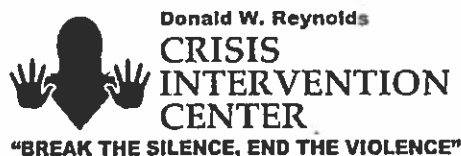
1. The individual's documented treatment plan goals and objectives have been substantially met.
2. The individual has clinically improved and stabilized to the point where they can be safely maintained and effectively treated in a less intensive and less restrictive level of care.
3. The individual is not making progress toward treatment goals and there is no reasonable expectation of progress at this level of care.
4. The member is not likely to respond or is not responding to stabilization efforts and requires a more structured, monitored, and locked unit in order to assure the member's or others' safety.
5. The individual is in need of acute medical treatment requiring a hospital setting.



**Attachment 3**

Crisis Intervention Estimated Operating Budget	Monthly	Annual
Auditing/ Accounting	500.00	6,000.00
Board	100.00	1,200.00
Books & Publications	150.00	1,800.00
Computer Supplies	200.00	2,400.00
Contract Services	-	-
Depreciation	-	-
Drugs/Medicines	5,000.00	60,000.00
Dues/ Memberships	-	-
Employee Recruitment	-	-
Employee Expense	100.00	1,200.00
Equipment Repairs/ Maintenanc	150.00	1,800.00
Equipment Leases	50.00	600.00
On-call	-	-
Food/ Kitchen Supplies	7,500.00	90,000.00
Housekeeping	500.00	6,000.00
Insurance- General	3,000.00	36,000.00
Insurance- Group Health	11,115.00	133,380.00
Insurance- Group Dental	823.08	9,876.96
Insurance- Group Life	133.38	1,600.56
Insurance- LTD	133.38	1,600.56
Janitorial Service	1,000.00	12,000.00
Legal	-	-
Linens (linens & scrubs)	5,000.00	60,000.00
Maintenance- Buildings	1,500.00	18,000.00
Office Supplies	150.00	1,800.00
Postage	50.00	600.00
Printing	-	-
Program Materials	1,000.00	12,000.00
Rent	-	-
Salaries	89,088.33	1,069,060.00
Pension Plan	3,563.53	42,762.40
Group Term Life Insurance	-	-
Payroll Taxes	6,815.26	81,783.09
Taxes & Licenses	-	-
Telephone	500.00	6,000.00
Travel	-	-
Utilities:		
Electric	650.00	7,800.00
Water	750.00	9,000.00
Gas	100.00	1,200.00
Vehicle Operations	-	-
Vehicle Repairs	-	-
Workshops- Registration	-	-
Workshops- Lodging & Meals	-	-
Workshops- Travel	-	-
Quality Assurance	-	-
Interest Expense	-	-
CARF Expense	-	-
	<u>139,621.96</u>	<u>1,675,463.57</u>

## MEMORANDUM OF UNDERSTANDING



### INTRODUCTION

Representatives from the organizations listed below met for the purpose of establishing a coordinated working protocol solidified by memorandum of understanding (MOU) to be signed by the highest-ranking official of each partner organization:

THE WESTERN ARKANSAS GUIDANCE CENTER (The Guidance Center), Fort Smith, AR

DONALD W REYNOLDS CRISIS INTERVENTION CENTER (CIC), Fort Smith, AR

**PURPOSE:** The parties agree that victims of domestic violence or sexual assault should be offered professional care and guidance in seeking freedom from abusive relationships. This MOU is intended to streamline roles and create a community network for victims. The undersigned acknowledge that fragmented service delivery hinders a victim's access to stability and independence. Each partner organization is dedicated to the goal of incorporating responsive and effective services to victims of domestic violence or sexual assault.

**ROLES AND RESPONSIBILITIES:** This agreement promotes the coordination of services in a manner that respects the roles and responsibilities of each partner organization. Each organization has a vital responsibility to address the barriers to access for mental health treatment by victims of domestic violence or sexual assault in Fort Smith, AR. The parties recognize that each must work in a manner that complements the contributions of others and have a vested interest in the successful implementation of the MOU.

**NON-DISCRIMINATION:** Either the Crisis Intervention Center or The Guidance Center shall not discriminate against any victim, employee, colleague, allied professional, or member of the public on basis of race, gender, age, disability, ethnicity, national origin, religious belief or sexual orientation.

**EXPENSES:** The Guidance Center is fully responsible for any/all billing or collections of service payments.


Nothing in the MOU should be construed to interfere with or violate the statutory authority of either party.

**MODIFICATIAONS/TERMINATION/COMMITMENT TO SUCCESS**

Modifications to the MOU must be agreed to in writing by all parties. The Memorandum of Understanding may be reviewed as needed and amended in writing upon mutual agreement. Any party may terminate the MOU by giving the other party thirty (30) days written notice. This MOU remains in effect until such termination.

The parties to this agreement are committed to working together to achieve the goal of mental health well-being for victims and are committed to the continued success of the project. The parties mutually agree they will undertake all project activities in a manner that is consistent with the highest standards of the community.

This Memorandum of Understanding is executed by the undersigned person in their official capacities as stated below, on this Oct. 22, 2014.

  
\_\_\_\_\_  
Jim West, Chief Executive Officer,  
Western Arkansas Counseling & Guidance Center, Inc.


\_\_\_\_\_  
Toni Holohan, Board President  
Donald W Reynolds Crisis Intervention Center




**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 3<sup>rd</sup> 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 20<sup>th</sup> 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 30<sup>th</sup> 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

5-24-18

Date

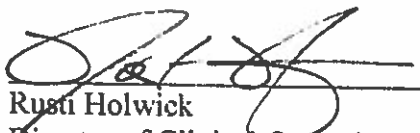
The   
Guidance Center  
*Over 40 years of Quality Behavioral Healthcare*

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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



# **Memorandum of Understanding**

This agreement is entered into by and between Harbor House, Inc. (HHI) and Western Arkansas Counseling and Guidance Center, Inc., (WACGC) and is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

## **I. PURPOSE**

This Memorandum of Understanding ("MOU") is entered into by HHI and W A C G C to assist and coordinate a referral agreement between Harbor House, Inc. and Western Arkansas Counseling and Guidance Center, Inc. whereby WACGC may assist with mental health services including counseling, and psychological testing services for patient.

## **II. TERM OF AGREEMENT**

This MOU shall become effective July 1, 2018. Either party may terminate this contract with thirty (30) days written notice.

## **III. RESPONSIBILITIES OF HHI**

HHI shall have the following responsibilities: Make referrals to WACGC as needed.

## **IV. RESPONSIBILITIES OF WACGC**

WACGC shall have the following responsibilities:

Assist individuals referred by HHI meeting criteria for psychological testing and mental health services.

## **V. SECURITY AND PRIVACY OF HEALTH INFORMATION**

Through this MOU the parties wish to acknowledge their mutual obligations arising under laws and regulations of the following:

(1) Health Insurance Portability and Accountability Act of 1996 (HIPAA), Privacy Regulations effective April 14, 2003, and Security Regulations effective on April 20, 2005; and (2) Confidentiality of Alcohol and Drug Abuse Patient Records (CADAPR). 45 CFR 164. 42 CFR 2.

## **VI. MODIFICATION**

This memorandum may be modified at any time by a written modification mutually agreed upon by both agencies.

VII. NON-COLLUSION AND ACCEPTANCE

The undersigned attests, subject to the penalties for perjury, that he/she is the agreeing party, or that he/she is the representative, agent, member or officer of the agreeing party, that he/she has not, nor has any other member, employee, representative, agent or officer of the division, firm, company, corporation or partnership representative by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this agreement other than that which appears upon the face of the agreement.

VIII. SIGNATURES

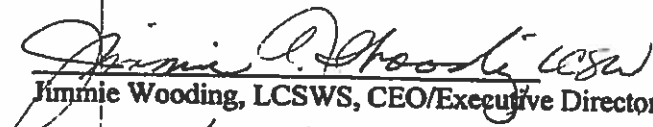
In Witness Whereof, Harbor House, Inc. and Western Arkansas Counseling and Guidance Center have, through dually authorized representatives entered into this agreement. The parties having read and understand the foregoing terms of the Agreement do by their respective signatures dated below hereby agree to the terms thereof.

Western Arkansas Counseling and Guidance  
Center, Inc.

  
\_\_\_\_\_  
Aaron E. Holwick, LPE-I/LADAC,  
AADC CEO

Date: 6-13-18

Harbor House Inc.

  
\_\_\_\_\_  
Jimmie Wooding, LCSWS, CEO/Executive Director

Date: 6/17/2018



**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 Hedwick, 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

**Memorandum of Agreement Between  
Mid South Health Systems, Inc. and  
The Guidance Center**

WHEREAS, Mid-South Health Systems, Inc.(MSHS) is a non-profit community mental health center serving persons with mental illness in Northeast Arkansas; and

WHEREAS, The Guidance Center (Provider) is also a non-profit community mental health center serving persons with mental illness in Western Arkansas; and

WHEREAS, both entities have similar interests in meeting the needs of Arkansas' citizens and wish to be able to utilize resources of each other;

NOW THEREFORE, both MSHS and Provider agree to the following:

1. Each party is familiar with the services offered by the other party and shall exchange specific contact information in order for each party to make referrals to the other party.
2. Provider shall, where appropriate, refer individuals to MSHS as needed for the service of Therapeutic Communities, Level 1 and Level 2.
3. This agreement does not create any on-going obligation, financial or otherwise, to the other party but merely creates a relationship for purposes of referrals.

AGREED, this the 11<sup>th</sup> day of March, 2019.

  
\_\_\_\_\_  
Ruth Allison Dover  
Mid South Health Systems

3/11/19  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Rusti Holwick  
The Guidance Center

3/11/19  
\_\_\_\_\_  
Date



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:**

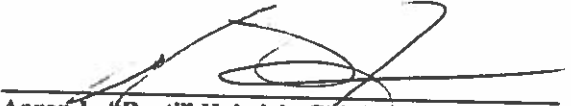
- The agreement shall initiate at the date of signing and terminate one year after date signed. However, district may terminate this agreement within 30 days' notice to WACGC if District determines breach of contract of that District can no longer commit within its educational

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.

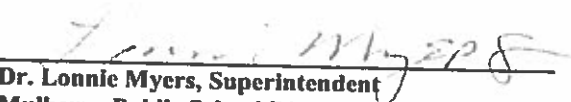
**SIGNATURES:**

**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

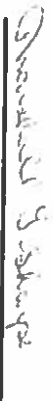
8/14/18  
Date

Old Fort  
Homeless Coalition  
*Homeless Not Helpless*

Certificate of Good Standing

2018

WESTERN ARKANSAS COUNSELING & GUIDANCE CENTER



Marshall Sharpe, President

## MEMORANDUM OF UNDERSTANDING

Old Fort Homeless Coalition, Inc. (OFHC), and Western Arkansas Counseling & Guidance Center, Inc. (The Guidance Center) agree to work together to provide services to the homeless population of the greater Fort Smith area at the proposed Riverview Hope Campus (RHC) to be located at 301 South E Street in Fort Smith, Arkansas.

OFHC agrees to provide the following to accomplish the above program intent and mission:

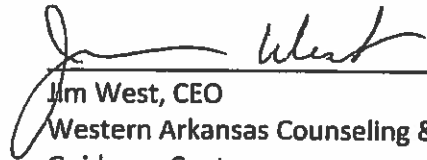
- Governance and oversight of the Riverview Hope Campus through the OFHC Board of Directors in accordance with the OFHC By-Laws.
- Homeless Programs Director will perform the duties described in the approved job description under the supervision of the OFHC Board of Directors.
- Procure and fund the renovations to the 301 South E Street facility including the complete rehabilitation of the interior spaces to be occupied by The Guidance Center to provide services to homeless persons in accordance with an operating agreement to be agreed to prior to delivery of services at the RHC.
- No rent or utility charges will be required of The Guidance Center during the first year of operations at the RHC.

The Guidance Center agrees to the following:

- Western Arkansas Counseling & Guidance Center, Inc. (The Guidance Center) supports the efforts of the Old Fort Coalition and pledges out intent to offer and provide behavioral health services to homeless persons.
- Apart from any business practice restrictions, The Guidance Center will provide on-site services at the Riverview Hope Campus and at our Primary Service Center located at 3111 South 70<sup>th</sup> Street, Fort Smith, Arkansas.
- Assigned personnel and duties will be subject to availability and procedures required.

This agreement will be reviewed annually and a renewal established as appropriate.

Agreed to this date Oct. 16, 2013.

  
\_\_\_\_\_  
Jim West, CEO  
Western Arkansas Counseling &  
Guidance Center

\_\_\_\_\_  
OFHC Representative

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 (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:**

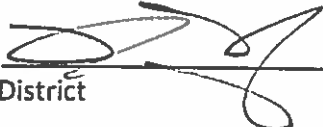
- The agreement shall initiate at the date of signing and terminate one year after date signed. However, district may terminate this agreement within 30 days' notice to Western Arkansas Counseling and Guidance Center if District determines breach of contract or that district can no longer commit within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

1-8-19  
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.

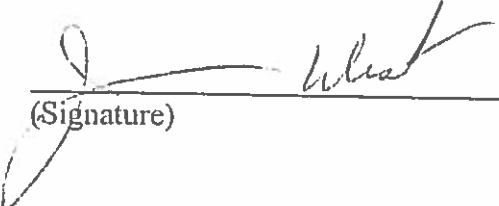
*[Signature page follows.]*

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.

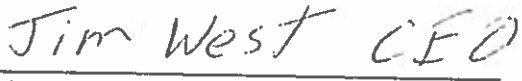
**Covered Entity**

**Business Associate**

  
\_\_\_\_\_  
(Signature)

  
\_\_\_\_\_  
(Signature)

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

  
\_\_\_\_\_  
(Print Name and Title)



# STATE OF ARKANSAS PROFESSIONAL CONSULTANT SERVICES CONTRACT

<b>CONTRACT #</b>	RA01951901	<b>FEDERAL I.D. #</b>	23-701682
<b>VENDOR #</b>	Western Arkansas Counseling & Guidance Center	<b>MINORITY VENDOR</b>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>

**1. PROCUREMENT:**

Check ONE appropriate box below for the method of procurement for this contract:

- |   |  |   |   |
|---|--|---|---|
| <input type="checkbox"/> ABA Criteria                     | <input checked="" type="checkbox"/> Request for Proposal   | <input type="checkbox"/> Competitive Bid                | <input type="checkbox"/> Request for Qualifications |
| <input type="checkbox"/> Intergovernmental                | <input type="checkbox"/> Emergency   | <input type="checkbox"/> Invitation for Bid             | <input type="checkbox"/> Cooperative Contract       |
| <input type="checkbox"/> Small Order                      | <input type="checkbox"/> Sole Source by Justification<br><i>(Justification must be attached)</i> | <input type="checkbox"/> Sole Source by Intent to Award |   |
| <input type="checkbox"/> Sole Source by Law - Act # _____ | or Statute #: _____  |   |   |
| <input type="checkbox"/> Exempt by Law                    | <input type="checkbox"/> Special Procurement   |   |   |

**2. TERM DATES:**

The term of this agreement shall begin on 07/01/2018 and shall end on 06/30/2019  
(mm/dd/yyyy) (mm/dd/yyyy)

**3. CONTRACTING PARTIES:**

State of Arkansas is hereinafter referred to as the agency and contractor is herein after referred to as the Vendor.

<b>AGENCY NUMBER &amp; NAME</b>	0195 University of Arkansas Fort Smith	<input type="checkbox"/> Service Bureau
<b>VENDOR NAME</b>	Western Arkansas Counseling & Guidance Center	
<b>VENDOR ADDRESS</b>	3111 S. 70th, Fort Smith, AR 72903	
<b>TRACKING #</b>	<b>TRACKING #2</b>	

**4A. TOTAL PROJECTED CONTRACT COST:**

Total Projected Cost of entire project if all available extensions of this contract are completed (up to the date anticipated and stated in Section 13) **\$ 871,341.60**

**4B. CALCULATIONS OF COMPENSATION:**

For work to be accomplished under this agreement, the Vendor agrees to provide the personnel at the rates scheduled for each level of consulting personnel as listed herein. Calculations of compensation and reimbursable expenses shall only be listed in this section. If additional space is required, a continuation sheet may be used as an attachment.

LEVEL OF PERSONNEL	NUMBERS	COMPENSATION RATE	TOTAL FOR LEVEL
Clinicians and support personnel			\$110,000.00

Total compensation exclusive of expense reimbursement **\$ 110,000.00**

REIMBURSABLE EXPENSES ITEM (Specify)	ESTIMATED RATE OF REIMB.	TOTAL

Total reimbursable expenses \$ \_\_\_\_\_

Total compensation inclusive of expense reimbursement **\$ 110,000.00**

**STATE OF ARKANSAS  
PROFESSIONAL CONSULTANT SERVICES CONTRACT**

Contract #: RA01981901

**5. SOURCE OF FUNDS:**

Complete appropriate box(es) below to total 100% of the funding in this contract. You may use an attachment if needed.

Fund Source	Identify Source of Funds*	Fund	Fund Center	Amount of Funding	% of Total Contract Cost
Cash Funds	Dedicated Fees			\$ 110,000.00	100.00
				\$	
				\$	
				\$	
				\$	
<b>TOTALS</b>				<b>\$ 110,000.00</b>	<b>100%</b>

\* MUST BE SPECIFIC (i.e. fees, tuition, agricultural sales, bond proceeds, donations, etc.)

\*\* "State Funds" is defined as and deemed State General Revenue Dollars. If other state funds are being used such as tobacco funds, general improvement funds, etc., these should be noted. Special revenue funds from taxes or fees generated for the agencies should be shown as "Other" and the actual source of the funds should be clarified in the "Identify Source of Funds."

**6. RENDERING OF COMPENSATION:**

The method(s) of rendering compensation and/or evaluation of satisfactory achievement toward attainment of the agreement listed herein is as follows, or in attachment no. A to this agreement.

Monthly invoicing per terms of contract - see attached "A" contract.

**7. OBJECTIVES AND SCOPE:**

State description of services, objectives, and scope to be provided. (DO NOT USE "SEE ATTACHED")

Continuation of management services for operation of on-site university student counseling clinic.

**8. PERFORMANCE STANDARDS:**

List Performance standards for the term of the contract. (If necessary, use attachments)

All terms of the contract must be satisfactorily met, see attachment "A" contract.

Failure to provide staffing per terms of the contract will result in pro-rated adjustment to payment.



STATE OF ARKANSAS  
PROFESSIONAL CONSULTANT SERVICES CONTRACT

Contract #: RA01951901

9. **ATTACHMENTS:**

List ALL attachments to this contract by attachment number:

- Attachment "A" Contract
- Attachment "B" Contract and Grant Disclosure and Certification Form
- Attachment "C" Illegal Immigrant Certification
- Attachment "D" Equal Employment Statement
- Attachment "E" Restriction of Boycott of Israel Certification

10. **CERTIFICATION OF VENDOR**

A. "I, Aaron L. "Rusti" Holwick CEO  
(Vendor) (Title)

certify under penalty of perjury that, to the best of my knowledge and belief, no regular full-time or part-time employee of any State agency of the State of Arkansas will receive any personal, direct or indirect monetary benefits which would be in violation of the law as a result of the execution of this contract." Where the Vendor is a widely-held public corporation, the term 'direct or indirect monetary benefits' shall not apply to any regular corporate dividends paid to a stockholder of said corporation who is also a State employee and who owns less than ten percent (10%) of the total outstanding stock of the contracting corporation."

B. List any other contracts or subcontracts you have with any other state government entities. (Not applicable to contracts between Arkansas state agencies) (If no contracts or subcontracts, please put "N/A" or "None")

N/A

C. Are you currently engaged in any legal controversies with any state agencies or represent any clients engaged in any controversy with any Arkansas state agency? (If no controversies, please put "N/A" or "None")

N/A

D. The Vendor agrees to list below, or on an attachment hereto, names, addresses, and relationship of those persons who will be supplying services to the state agency at the time of the execution of the contract. If the names are not known at the time of the execution of the contract, the Vendor shall submit the names along with the other information as they become known. Such persons shall, for all purposes, be employees or independent contractors operating under the control of the Vendor (sub-contractors), and nothing herein shall be construed to create an employment relationship between the agencies and the persons listed below.

NAME	RELATIONSHIP
Holly Honnann, LMSW	MHP - Clinician
Eva Karen Martindale-Drite, LEC	MHP - Clinician
Zayna Glasscock, LMSW	MHP - Clinician
Clay Mitchell, Ph.D.	Ph.D - Clinician
Kim Hurst, MHP	MHP - Clinic Coordinator
Sharon Strawn, LMSW	Management Contact

E. The agency shall exercise no managerial responsibilities over the Vendor or his employees. In carrying out this contract, it is expressly agreed that there is no employment relationship between the contracting parties.

STATE OF ARKANSAS  
 PROFESSIONAL CONSULTANT SERVICES CONTRACT

Contract #: RA01951901

16. AGENCY CONTACTS FOR QUESTION(S) REGARDING THIS CONTRACT:

Contact #1 -- Agency Representative submitting/tracking this contract

<u>Tammy Spencer</u> (Name)	<u>Assistant Director of Procurement</u> (Title)
<u>479-788-7071</u> (Telephone #)	<u>tammy.spencer@uafs.edu</u> (Email)

Contact #2 -- Agency Representative with knowledge of this project (for general questions and responses)


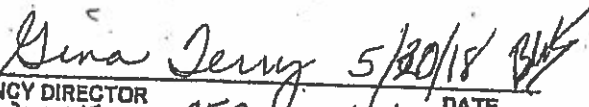
<u>Rhonda Caton</u> (Name)	<u>Director of Procurement</u> (Title)
<u>479-788-7073</u> (Telephone #)	<u>rhonda.caton@uafs.edu</u> (Email)


Contact #3 -- Agency Representative Director or Critical Contact (for time sensitive questions and responses)

<u>Bradley W. Sheriff</u> (Name)	<u>Vice Chancellor for Finance &amp; Administration</u> (Title)
<u>479-788-7036</u> (Telephone #)	<u>brad.shariff@uafs.edu</u> (Email)

16. AGENCY SIGNATURE CERTIFIES NO OBLIGATIONS WILL BE INCURRED BY A STATE AGENCY UNLESS SUFFICIENT FUNDS ARE AVAILABLE TO PAY THE OBLIGATIONS WHEN THEY BECOME DUE.

17. SIGNATURES:

<u></u> VENDOR	<u>5-22-18</u> DATE	<u></u> AGENCY DIRECTOR	<u>5/30/18</u> DATE
<u>Aaron L. "Rusli" Holwick, CEO</u> TITLE		<u>Gina Terry CFO - VA System</u> TITLE	
<u>3111 S. 70th</u> <u>Fort Smith, AR 72903</u> ADDRESS		<u>2404 North University Avenue</u> <u>Little Rock, AR 72207</u> ADDRESS	

APPROVED:   
 DEPARTMENT OF FINANCE AND ADMINISTRATION

6/15/18 dh  
DATE

*U.S. Probation and Parole*

**SECTION A SOLICITATION / OFFER / ACCEPTANCE**

1. Solicitation No. <b>0861-18-06</b>		2. Date Issued <b>07/03/2017</b>	3. Award No.
4. Issued By: <b>Sarah Luginbuhl</b> <b>30 S 6th Street, Suite 1064, Fort Smith, AR 72901</b>		5. Address Offer To (if other than Item 4)	

**SOLICITATION**

6. Offers in original and 0 copies for furnishing the required services listed in Section B will be received at the place specified in Item 5, or if handcarried, in the depository located:

**30 S 6th Street, Suite 1064, Fort Smith, AR 72901**

until 05:00 PM local time 08/01/2017  
(hour) (date)

7. For information call:

a. Name <b>Sarah Luginbuhl</b>	b. Telephone <b>(479) 709-5423</b>
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(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
<b>PART I - THE SCHEDULE</b>				<b>PART II - AGREEMENT CLAUSES</b>			
X	A	SOLICITATION OFFER ACCEPTANCE	1		F	REQUIRED CLAUSES	
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2	<b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.</b>			
X	C	DESCRIPTION SPEC. WORK STATEMENT	19		J	LIST OF ATTACHMENTS	
X	D	INSPECTION AND ACCEPTANCE	1	<b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>			
X	E	AGREEMENT ADMINISTRATION DATA	5		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OR OFFERS	
X	F	DELIVERIES OR PERFORMANCE	1		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	G	PACKAGING AND MARKING			M	EVALUATION CRITERIA	
	H	SPECIAL AGREEMENT REQUIREMENTS					

**OFFER**

8. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (365 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item delivered at the designated point(s), within the time specified in the schedule.

9. DISCOUNT FOR PROMPT PAYMENT <i>(See Section I, Clause No. 52-232 8)</i>	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
	"u"	"u"	"u"	"u"
10. ACKNOWLEDGEMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated.</i>	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

11. NAME AND ADDRESS OF OFFEROR  
**Western Arkansas Counseling and Guidance Center**  
**3111 South 70th Street,**  
**Fort Smith, AR 72903**

16.  AWARD  
Your offer on Solicitation Number \_\_\_\_\_ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets.

12. Telephone No. (Include area code)  
**(479) 452-6650**

13. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER  
*(Type or print)*  
~~Jim West~~ **Aaron L. Holwick**  
**CEO**

17A. NAME OF CONTRACTING OFFICER  
**Sarah Luginbuhl**

14. Signature  


17B. UNITED STATES OF AMERICA  
BY \_\_\_\_\_  
*(Signature of Contracting Officer)*

15. Offer Date  
**8-1-17**

17C. DATE SIGNED

## AGREEMENT FOR ACUTE PSYCHIATRIC HOSPITALIZATION

This AGREEMENT FOR ACUTE PSYCHIATRIC HOSPITALIZATION is made and entered into as of the 1<sup>st</sup> 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 70<sup>th</sup> 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 admision.*

**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  
Barling, AR 72923  
Attention: Angel Piper, CEO  
Facsimile: (479) 494-5700

If to WACGC:                   Western Arkansas Counseling & Guidance Center  
3111 South 70<sup>th</sup> 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 Holwich  
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.

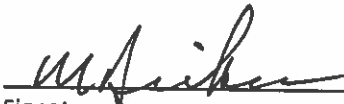
### Tort Immunity

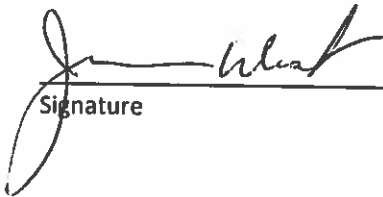
Nothing herein shall constitute a waiver of tort immunity provided to the Van Buren School District and its employees by Arkansas Code Annotated §21-9-301

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 Date  
Van Buren School District 4-20-10

 \_\_\_\_\_  
Signature Organization Date  
Western Ark. Couns. and Guidance Center 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.

- 2.13 Damage or Destruction: If the Premises is damaged by fire or other casualties (collectively "casualty"), the damage shall be repaired and at the expense of the Primary Lessee, provided such repairs can be made within sixty (60) days after the occurrence of such casualty without the payment of overtime or other premiums. If the repairs cannot be made within 60 days, the Primary Lessee may make them within a reasonable time, not to exceed 120 days, and in such event this Agreement shall continue in effect. If the Primary Lessee does not so elect to make such repairs that cannot be made within 60 days then either parties (Primary Lessee and District) may, by written notice to the other, terminate the sublease as of date of the casualty. In the event that the sublease is terminated by the Primary Lessee and/or District, this Agreement with the Guidance Center is therefore terminated. A total destruction of the building shall automatically terminate this Agreement.

### SECTION 3 - INSURANCE

- 3.1 Guidance Center's Obligation: The Guidance Center, at its sole expense, will secure prior to the Agreement Start Date, and will maintain throughout the Term of this Agreement:
- (a) comprehensive general liability insurance covering itself, contents, its employees, contractors, and agents with commercially reasonable limits;
  - (b) appropriate workers' compensation insurance as required by law; and
  - (c) appropriate levels of professional liability insurance which covers the provision of professional services furnished by the Guidance Center and its employees, contractors and agents at the SBHC.
- 3.2 District's Obligation: The District, at its sole expense, will maintain comprehensive general liability insurance and "at-risk" property damage insurance.

- 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 6<sup>th</sup> 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

EMERGENCY ORDINANCE NO. 2018 - 11

"BE IT ENACTED BY THE QUORUM COURT OF THE COUNTY OF SEBASTIAN, STATE OF ARKANSAS; AN ORDINANCE TO BE ENTITLED:"

AN ORDINANCE ADOPTING AN INTERLOCAL AGREEMENT BETWEEN THE COUNTIES AND CITIES IN THE SEBASTIAN COUNTY MENTAL HEALTH CATCHMENT AREA CONCERNING THE OPERATIONS OF THE SEBASTIAN COUNTY REGIONAL CRISIS STABILIZATION UNIT SERVING SEBASTIAN, CRAWFORD, FRANKLIN, LOGAN, SCOTT AND POLK COUNTIES, AND EACH MUNICIPALITY IN THAT SIX COUNTY REGION; AND FOR OTHER PURPOSES.

SECTION 1. The Quorum Court hereby authorizes the County Judge to enter into an Interlocal Agreement, a copy of said agreement attached hereto and made a part hereof, providing for the operations and management of the Regional Crisis Stabilization Unit serving Sebastian, Crawford, Franklin, Logan, Scott and Polk Counties, and each municipality in that six County Mental Health Catchment Area Region.

SECTION 2. In order to insure the effective planning, implementation and management of the Regional Crisis Stabilization Unit serving Sebastian, Crawford, Franklin, Logan, Scott and Polk Counties, and each municipality in that six County Mental Health Catchment Area Region, an immediate need for this ordinance is created. Therefore, an emergency is declared to exist and this ordinance being necessary for the immediate preservation of the public peace, health and safety shall be in full force and in effect from after passage and approval.

Dated: 7/17/2018

Approved: David Hudson

County Judge

Attest: Sharon Brooks

County Clerk

4/12/2018

### INTERLOCAL AGREEMENT

An Interlocal Agreement between the Counties and Cities in the Sebastian County Mental Health Catchment Area (Sebastian, Crawford, Franklin, Logan, Scott and Polk Counties and each incorporated city in those six counties) regarding the oversight, operations and services provided by the Sebastian County Regional Crisis Stabilization Unit opened in 2018, located in Sebastian County, City of Fort Smith.

#### WITNESSETH:

WHEREAS, counties routinely provide treatment services to the estimated 2 million people with serious mental illnesses booked into jail each year; and,

WHEREAS, prevalence rates of serious mental illnesses in jails are three to six times higher than for the general public; and,

WHEREAS, almost three-quarters of adults with serious mental illnesses in jails have co-occurring substance use disorders; and,

WHEREAS, adults with mental illnesses tend to stay longer in jail and, upon release, are at a higher risk of recidivism than people without these disorders; and,

WHEREAS, county jails spend two to three times more on adults with mental illnesses that require interventions compared to those without these treatment needs; and,

WHEREAS, without the appropriate treatment and services, people with mental illnesses continue to cycle through the criminal justice system, often resulting in tragic outcomes for these individuals and their families; and,

WHEREAS, all counties take pride in their responsibility to protect and enhance the health, welfare, and safety of its residents in efficient and cost-effective ways; and,

WHEREAS, Sebastian County has dedicated one hundred eighty four thousand dollars (\$184,000.00) to secure an appropriate facility for the Sebastian County Regional Crisis Stabilization Unit ("SCRCSU"), which will help people stay out of jail by offering mental health and co-occurring substance treatment; and,

WHEREAS, through Stepping Up, the National Association of Counties, The Council of State Governments Justice Center, and the American Psychiatric Association Foundation are encouraging public, private, and nonprofit partners to reduce the number of people with mental illnesses in jails; and,

#### PURPOSE

WHEREAS, the Counties recognize that they have a responsibility to maintain and operate jails and acknowledge that there are increasing numbers of persons incarcerated in their respective county jails with mental health and co-occurring substance abuse issues and that jails are searching for alternative solutions to incarceration; and,

WHEREAS, in an attempt to address these growing concerns the State of Arkansas enacted Act 423 of 2017, otherwise known as the Criminal Justice Efficiency and Safety Act of

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2017, which authorized the opening of regional crisis stabilization units and provided partial funding for the staffing of said units; and,

WHEREAS, the Counties and Cities acknowledge that Sebastian County alone cannot, and should not, be solely responsible for the maintenance and operations of the SCRCSU; and,

WHEREAS, the Counties and Cities desire to enter into a contractual agreement whereby County and City funds are made available to Sebastian County to assist in the maintenance and operation of the SCRCSU.

IT IS THEREFORE hereby agreed in order to effectuate each of these purposes (as required by ACA 25-20-104 (c) (3) that:

SECTION 1. CSU Budget, Revenue and Expenses

Establishment of the Sebastian County Crisis Stabilization Unit is intended to serve the six County catchment area of Sebastian, Crawford, Franklin, Logan, Scott and Polk Counties and each Incorporated City in those six Counties.

State funding of \$1.6 million annually has been allocated to operate the CSU based upon daily billable services to each individual treated and subject to appropriate and eligible reimbursement from Medicaid and other available patient insurance.

The SCRCSU 2018 line item budget developed by Western Arkansas Counseling and Guidance Center, with personnel schedule, is attachment 3 to the agreement for reference. Annual budgeting will follow this procedure for development and review in accordance with grant guidelines, coordination with the Sebastian County Judge as administrator, and the Regional Stakeholders Roundtable for oversight, including the Counties and Cities daily rate as set forth herein.

The cost per day for services for serving each patient will be determined by actual operations expenses, and will serve as the basis for cost sharing among the six Counties and each municipal government utilizing this facility.

The objective of the Counties and Cities cost sharing is to equitably allocate the unreimbursed cost to each governmental entity using the CSU facility for treatment services, after consideration of grant funding and allowable insurance reimbursement.

The Counties and Cities cost sharing agreement shall be based upon the collection of actual operations data in the first year of service, and each year thereafter, as appropriate for annual adjustment.

For general planning purposes the treatment cost per day is estimated at \$350 per patient and the projected unreimbursed amount, when averaged among all patients/clients served will provide the basis for cost sharing by the Counties and Cities.

It is understood that building maintenance budget expenses are not eligible for grant reimbursement. In the 2018 Budget WACGC has budgeted \$18,000 for this projected expense.

Accordingly, to help defray maintenance and operation costs of the Sebastian County Regional Crisis Stabilization Unit the Counties and Cities agree to pay a daily rate of \$5 a day for services provided each day of care, up to the length of stay, for each individual they deliver to

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the SCRCSSU for treatment. The medical services provider shall determine the length of stay. A day is defined as any amount of time, during a calendar day, after acceptance for admission into the SCRCSSU.

**Section 2. Annual Review/Administrator.**

The Sebastian County Judge shall serve as Administrator and review the amount listed in Section 1 annually and send notice of modifications by November 1<sup>st</sup> of each year. SCRCSSU Budget and Operations will be reviewed annually by the Regional Stakeholders Roundtable.

**Section 3. Operations Cost Sharing Payment Due Date.**

Sebastian County shall send an itemized bill to each County and City by the tenth day of each month. The payments identified above shall commence on August 1, 2018.

**Section 4. Use.**

Each County and City will transport individuals to and from the SCRCSSU in conformance with the Memorandum of Understanding ("MOU"), which is incorporated by reference and made a part of this Interlocal Agreement as if stated word for word therein. If the SCRCSSU is at maximum capacity and unable to accept new individuals, the medical services provider will provide verbal notification to each Crisis Intervention Trained (CIT) officer that calls in while the facility is closed to admissions.

**Section 5. Ratification.**

If a County or City fails to ratify this agreement, that County or City may not participate in the SCRCSSU.

**Section 6. Duration.**

The duration of this agreement shall be perpetual, unless and until the State of Arkansas reduces or withdraws funding of the SCRCSSU.

**Section 7.**

**Non-appropriation.**

Notwithstanding anything contained in this Agreement to the contrary, if a County or City fails to appropriate funds for subsequent periods within the term of this Agreement, the County or City shall not be obligated to make payment(s) beyond the then-current fiscal appropriation period provided that once an appropriation is made, the County or City is obligated to provide funds for that appropriation period.

**Section 8. Ownership and Disposition of Property.**

Sebastian County will enter into an agreement, for the facility that will house the SCRCSSU. All personal property, i.e. furniture, medical equipment, computer equipment, etc., provided at the facility is, and will continue to be, the property of the medical services provider. Cities and



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counties will have no legal authority, right, or title to the facility that houses the SCRCSSU or the personal property contained therein.

In the event the Regional Stakeholders Roundtable agrees to acquire property to further the goals and purposes of the SCRCSSU, said property shall be acquired, held and disposed of as set forth in an amendment to this agreement.

Section 9.

Memorandum of Understanding, Data Sharing, Criteria for Admission. The attached Memorandum of Understanding, Data Sharing, and Criteria for Admissions are incorporated by reference to this Interlocal Agreement.

Section 10. Termination of Agreement

A. Conflict Resolution

Any conflict that arises will be referred to the Sebastian County Judge's Office for resolution. Sebastian County shall attempt to resolve the problem to ensure continuation of the Program including presentation and review by the Regional Stakeholders Roundtable. If unable to resolve the conflict, the individual County or City can exercise its right to terminate.

B. Agreement Modifications

Any individual county or city wishing to amend and/or modify this Agreement will notify the Sebastian County Judge's Office. Sebastian County will address the issue(s) for the purpose of modifying and/or amending the Agreement in coordination with the Regional Stakeholders Roundtable. Otherwise, the Interlocal Agreement/MOU shall be reviewed annually, beginning on January 1, 2019, by the Sebastian County Judge's Office to ensure compliance with best practices. All modifications shall be in writing and approved by the participating Counties and Cities.

C. Termination of Agreement

Individual Counties or Cities contemplating termination of their participation in this Agreement shall first notify the Sebastian County Judge of their concerns. The Sebastian County Judge shall attempt to resolve the problem to ensure continuation of the program with the Regional Stakeholders Roundtable input and consultation. If unable to resolve the problem, the individual County or City can exercise its right to terminate this Agreement for a material breach of this Agreement or by notifying the Sebastian County Judge, in writing a minimum of thirty (30) days prior to such termination. Correspondence should be addressed to the following:

Sebastian County Judge  
Sebastian County Judge's Office  
Room 106, Courthouse  
Fort Smith, AR 72901

and

Respective County Judges  
and City Mayors in the Six County  
Mental Health Catchment Area

4/12/2018

Signatures:

David Hudson  
Sebastian County Judge/CEO

7/17/2018  
Date

\_\_\_\_\_  
Crawford County Judge/CEO

\_\_\_\_\_  
Date

\_\_\_\_\_  
Franklin County Judge/CEO

\_\_\_\_\_  
Date

\_\_\_\_\_  
Logan County Judge/CEO

\_\_\_\_\_  
Date

\_\_\_\_\_  
Scott County Judge/CEO

\_\_\_\_\_  
Date

\_\_\_\_\_  
Polk County Judge

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor of the City of Fort Smith

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor of the City of Barling

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor of the City of Lavaca

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor of the City of Greenwood

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor of the City of Van Buren

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor of the City of Alma

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor of the City of Mulberry

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor of the City of Ozark

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor of the City of Charleston

\_\_\_\_\_  
Date

4/12/2018

\_\_\_\_\_  
Mayor of the City of Paris

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor of the City of Booneville

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor of the City of Waldron

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor of the City of Mena

\_\_\_\_\_  
Date

4/12/2018

**INTERLOCAL AGREEMENT/MEMORANDUM OF UNDERSTANDING  
SEBASTIAN COUNTY REGIONAL CRISIS STABILIZATION UNIT**

**AGREEMENT** between the counties of Sebastian, Crawford, Franklin, Logan, Scott and Polk and each Incorporated City in those Counties. The parties to this Agreement endorse the mission and goals of the Behavioral Health Deflection Program and the establishment of the Sebastian County Regional Crisis Stabilization Unit ("SCRCSU") as a pilot program authorized by Act 423 of 2017. By addressing behavioral health and related issues in the community, and thus limiting the number of participants who become enmeshed in the criminal justice system, those participants will realize improved quality of life. The parties recognize that for the Behavioral Health Deflection Program to be successful, cooperation and collaboration must occur among the partners in the Program.

The parties are acting pursuant to existing legal authority. This Memorandum ("MOU") does not create any new authority to act. This MOU sets forth the intentions of the parties to act pursuant to their individual missions.

**Mission Statement**

The mission of the Stepping Up Initiative, which has provided the impetus for the Behavioral Health Deflection Program, is to "help advance counties' efforts to reduce the number of adults with mental and co-occurring substance use disorders in jails."

**Program Goal**

The goal of the program is to improve the lives of individuals with behavioral health issues by assisting them to gain access to case management and other appropriate resources in the community.

**Regional Stakeholders Roundtable for Crisis Stabilization Unit Oversight**

A Regional Stakeholders Roundtable will serve in an oversight role for Crisis Stabilization Unit operations.

Members of the Stakeholders Roundtable include each of the six County Judges, County Sheriffs, and each Mayor/and or City Administrator and Police Chief within the six county mental health catchment area of Sebastian, Crawford, Franklin, Logan, Scott and Polk Counties. For administrative purposes, class 1 cities shall represent the cities of each county.

The Regional Stakeholders Roundtable shall meet as needed to review operations, not less than annually and initially in development of the Crisis Stabilization Unit on a quarterly basis.

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Criminal Justice Coordinating Committee

The Sebastian County Criminal Justice Coordinating Committee ("CJCC") will periodically review data and records of the participating jails and the SCRCSU in order to assist with the transfer of data and/or make recommendations for protocols for the efficient use of criminal justice resources when applicable. Additionally, the Committee will provide information regarding SCRCSU activities and accomplishments to the Sebastian County Quorum Court upon request.

Each Judicial District in the six county mental health catchment area of Sebastian, Crawford, Franklin, Logan, Scott and Polk counties are encouraged to establish a Criminal Justice Coordinating Committee using the model as set forth in National Institute of Corrections 2002 publication, Establishing and Operating a Criminal Justice Coordinating Committee.

Individual Agency Responsibilities and Staff Commitments

**SEBASTIAN COUNTY**

1. Sebastian County will fund the construction of the SCRCSU facility.
2. Sebastian County will monitor budgetary costs and revenues for the SCRCSU and oversee administration of the Interlocal Agreement for ongoing maintenance of the SCRCSU, in accordance with grant reimbursement guidelines.
3. Sebastian County will enter into and manage the services contract with a medical services provider for the SCRCSU.
4. Initially, only mental health and co-occurring substance abuse services will be provided at the SCRCSU. In the future, sobering beds may be added to the scope of services.
5. Sebastian County will participate as an active member in the Regional Stakeholders Roundtable serving as the coordinating entity for meeting planning, agendas, reports and roundtable administration.
6. Sebastian County will provide necessary training to new or replacement roundtable members.
7. Sebastian County will receive, analyze, and report all required data as required by the State of Arkansas ("State") in order to receive reimbursement for funding of the SCRCSU.
8. Sebastian County will ensure that the medical services provider reports all data necessary to continue participation in the State CSU pilot program.

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## **PARTICIPATING COUNTIES, CITIES AND LAW ENFORCEMENT AGENCIES**

- 1. The designated representative of each County and City law enforcement agency contributes data to the program as defined in Attachment 1, Data Collection and Sharing.**
- 2. The Counties and City law enforcement agencies will ensure that its officers receive CIT training as required by state law.**
- 3. The Counties agree that their local and/or regional jails will implement the use of the Correctional Mental Health Screen for Men (CMHS-M), the Correctional Mental Health Screen for Women (CMHS-W), the Texas Christian University (TCU) Screen V for substance abuse, by the date services are initiated at the SCRCSSU or one week after the State provides training for use and implementation of the tools, whichever is sooner.**
- 4. The Counties agree that local and/or regional jails will implement the use of the criminogenic risk assessment tool recommended by the Interagency Task Force for the Implementation of Criminal Justice Prevention Initiatives, by the date services are initiated at the SCRCSSU or one week after the State provides training for use and implementation of the tools, whichever is sooner.**
- 5. The Counties and Cities agencies shall provide funding as agreed upon in the Interlocal Agreement.**
- 6. The Counties and Cities shall provide transportation to and from the facility by a law enforcement officer for any individual who meets the agreed upon criteria for admission to the SCRCSSU as defined in Attachment 2, Criteria for Admission. The determination as to whether an individual meets the criteria for admission to the SCRCSSU and transported thereto shall be made by a CIT officer pursuant to Ark. Code Ann. 20-47-808 (b)(Supp.2017). In no event shall a participating County, City, or Law Enforcement Agency be required to provide transportation to and/or from the SCRCSSU facility on behalf of another participating County, City, or Law Enforcement Agency.**
- 7. The Counties and Cities agree the priority and population for service by the SCRCSSU are individuals in contact with CIT law enforcement officers, and, that individuals may not be sent to the SCRCSSU from jails, community mental health centers or "walk-in" off the street. The SCRCSSU is strictly reserved for individuals with whom CIT trained officers have made contact with during the normal course of their business and a determination that the individual meets the agreed upon criteria for admission to the SCRCSSU as defined in Attachment 2, Criteria for Admission is made. These individuals have not been charged with a crime or booked into a jail. However, during the initial 90 day implementation of the SCRCSSU, in accordance with ACT 423 of 2017, the option to accept referrals of eligible individuals to the SCRCSSU from jails, hospital emergency rooms and community mental health centers will be permitted. This policy recognizes the need for additional CIT training of law enforcement officers to support SCRCSSU operations and the implementation of new protocols by each law enforcement agency. Referrals from jails will be based upon collaboration and approval of the Sheriff, Prosecuting Attorney and appropriate District or Circuit Judge, for such individual to be released from jail and transported**

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to the SCRCU for treatment. During the initial 90 day implementation time frame SCRCU operations will be monitored from SCRCU treatment reports, by the Administrator, and this procedure may be extended for an additional 90 days. Provided, however, transport from hospital emergency rooms will be by law enforcement officials, not by ambulance.

8. The Counties and City law enforcement agencies will abide by all policies and procedures developed and agreed to between Sebastian County and the medical services provider, including but not limited to submittal of basic information prior to drop-off at the SCRCU; criteria for admissions; securing of weapons while at the SCRCU, other than response to an emergency situation, the pick-up and return transportation of an individual from the SCRCU to their county and/or city of origin within a maximum of two (2) hours of notification by the medical services provider for all participants in Sebastian County and within a maximum of three (3) hours of notification by the medical services provider for all other participating counties, except Polk County within a maximum of six (6) hours of notification.

#### Agreement

In creating this partnership and uniting around the goal of improving public safety, we are pledged to enhance communication and cooperation among regional Counties, City law enforcement agencies, and the medical services provider. Through this linkage of services, we expect improved outcomes and effectiveness in addressing the needs of persons with behavioral health issues.

#### Data Sharing

The partners agree that sharing data between and among themselves is crucial to the success of the SCRCU. Thus, the partners agree to develop a plan and protocols for the collection and sharing of program data, and to share all needed data, as long as doing so does not violate any law or regulation. Any information used and collected will be for the sole purpose of the SCRCU. Confidentiality of the program participant is paramount. However, compiled data, absent any individually identifying information, will be provided to State as required for continued participation in the State's crisis stabilization unit pilot program, for reimbursement purposes from the State, and to seek other funding sources, such as grants.

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**INTERLOCAL AGREEMENT/MEMORANDUM OF UNDERSTANDING  
SEBASTIAN COUNTY REGIONAL CRISIS STABILIZATION UNIT**

**ATTACHMENT 1**

**DATA SHARING**

This attachment to the Interlocal Agreement/Memorandum of Understanding ("MOU") for the Sebastian County Regional Crisis Stabilization Unit ("SCRCSU") provides detail as to the data-sharing component of the MOU. The details below are subject to modification upon negotiation among and agreement between the parties to the MOU.

Considerations

There are several points of common understanding that convey the spirit of this attachment:

1. "Data" means individual-level and comprehensive information housed in the party's records management system(s), to include, but not limited to, the following field descriptors; name, age, date of birth, race, sex, Social Security Number, individual's address, location of arrest, type hold, type charge, classification (felony or misdemeanor), court information, dispatch information (e.g., how the call was initiated, how many officers were deployed, how many ambulances were deployed, was a Crisis Intervention Team Officer involved, if not was a an officer with Crisis Intervention Training on scene, was the arrestee violent or did the officers use force), total number of individual's incarcerated, total number of incarcerated individuals with a serious mental illness, total number of individuals who screen positive on a mental health screen, total number of individuals who screen positive on a substance abuse screen, number of individuals who are diagnosed with a serious mental illness while incarcerated, average length of stay for individuals without a serious mental illness, average length of stay for individuals with a serious mental illness, recidivism rate for those without a serious mental illness, and recidivism rate for those with a serious mental illness.
2. "De-identify" means that parties will be responsible for removal of individual identifiers (name, Social Security Number, address) and, when necessary, replace them with alternative unique identifiers prior to the transfer of arrest information to Sebastian County.
3. Parties shall deliver Data through a mutually agreed upon format and secured data transmission process. Counties and Cities are responsible for the security of the Data prior to and during transmission. Recipient is responsible for the security of the Data after transmission.
4. Whenever possible, the parties will share existing Data, rather than having to collect/ create new Data that does not exist at the time of this agreement.
5. All of the parties agree that, to the extent possible, the parties wish to operate the Deflection Program (diversion from jail) efficiently, while avoiding the creation of new work for their individual staff.



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6. The Data provided to the Program will be restricted to that which is needed for the Program's purposes.
7. Parties may not use the Data to contact any individual who is the subject of the information.
8. At all times, the parties in the Program will be the owners of their own Data.
9. At all times, the parties in the Program will de-identify mental health information received in the course of Program activities and shall keep such Data confidential and nonpublic, and in accordance with applicable federal, state, and local laws. See Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5), (collectively referred to hereinafter as "HIPAA"); Ark. Code Ann. § 25-19-105.
10. All parties to the MOU are bound by applicable laws and regulations at the federal, state, and local levels.
11. Parties shall report to the involved party within twenty-four (24) hours of becoming aware of any security breach or use or disclosure of the party's Data in violation of this Agreement or applicable law.

#### Data specifics

1. The initial Data that will be provided to the medical services provider, as the central point for the Program, includes the following as available:
  - Name
  - Date of birth
  - Contact information for the individual
  - Date, time and location of call
  - Time spent on call
  - Case notes- including previous law enforcement contact with the individual
  - Answer to questions:
    - "Would this person benefit from behavioral health/substance abuse services?"
    - "Is the person open to treatment and follow-up contact?"

The above Data will be provided by the law enforcement agency prior to dropping off the individual at the SCRCUSU.

2. Each participating county/local jail shall immediately provide medical records to the SCRCUSU upon receipt of a signed authorization and/or release provided by the SCRCUSU or pursuant to a simple request from SCRCUSU, if a Business Associate Agreement has been entered into.
3. Each participating county/local jail and law enforcement agency shall provide Data and records as reasonably requested by the Criminal Justice Coordinating Committee (CJCC).

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4. Each participating county/local jail and law enforcement agency shall provide Data and records as requested by Sebastian County for the purpose of seeking reimbursement from the State and/or compiling data to seek additional opportunities to expand the SCRCSU Program.
5. Each participating county/local jail and City law enforcement agency shall provide Data and records in accordance with the rules promulgated by the Arkansas Crime Information Center (ACIC) pursuant to Act 423 of 2017.

Modifications

The specifics of this attachment are subject to modification by the partners to the MOU. Requested/proposed modifications will be subject to the modification provision in the Agreement.

4/12/2018

**INTERLOCAL AGREEMENT/MEMORANDUM OF UNDERSTANDING  
SEBASTIAN COUNTY REGIONAL CRISIS STABILIZATION UNIT**

**ATTACHMENT 2  
CRITERIA FOR ADMISSION**

**DEFINITION:**

A Crisis Stabilization Unit (CSU) is defined as a program of non-hospital emergency services, with sixteen or fewer beds, providing crisis stabilization for individuals who are experiencing a behavioral health crisis and/or detained by law enforcement, as authorized by Act 423 of 2017. CSUs provide observation, evaluation and emergency treatment and referral, when necessary, for inpatient psychiatric or substance use disorder treatment services.

**DESCRIPTION OF SERVICE:**

This level of care provides a facility-based program where patients with an urgent/emergent need can receive crisis stabilization services in a safe, structured setting. It provides continuous 24-hour observation and supervision for individuals who do not require intensive clinical treatment in an inpatient setting and would benefit from a short-term structured stabilization setting. The primary objective of the CSU is to promptly conduct a comprehensive assessment of the patient and to develop a treatment plan with emphasis on crisis intervention services necessary to stabilize and restore the patient to a level of functioning that requires a less restrictive level of care. CSU stays are short-term, with efficient and coordinated transfer of the individual to a less restrictive level of care following stabilization or a more restrictive level of care as needed. Prior to discharge, there is a documented active attempt at coordination of care with appropriate community-based services or agencies. Licensure and credentialing requirements specific to facilities and individual practitioners do apply and are found in the Arkansas Department of Human Services, Behavioral Health Acute Crisis Unit Certification.

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**ADMISSION CRITERIA:**

All the following criteria are necessary for admission to this level of care.

The SCRCSSU will perform admissions twenty-four hours a day, seven days a week, three-hundred and sixty-five days of the year.

**ADMISSION CRITERIA:**

1. A law enforcement officer, employed by a participating county and/or law enforcement agency, who has received crisis intervention training ("CIT") as required by state law, makes contact with the individual and determines that the SCRCSSU is an appropriate option for the individual.
2. Law enforcement has not made contact with the individual due to the commission of a felony level offense.
3. The individual is eighteen (18) years old or older.
4. The individual is exhibiting symptoms of a mental health disorder and may have arbitrary levels of alcohol and/or substances.
5. The individual's behavior is not solely due to intoxication.
6. The individual is not actively suicidal or homicidal (i.e. does not have an immediate plan or threatening intent to hurt self or others), not destructive or assertive.
7. The individual would benefit from SCRCSSU services.
8. The individual voluntarily consents to receive services at the SCRCSSU.
9. The individual is presently on an involuntary commitment but is without a current pick up order issued by the court.
10. Priority of admission shall be given to individuals in the Cohort Group as established by Sebastian County.
11. If the SCRCSSU is at maximum capacity and unable to accept new individuals, the medical services provider will provide verbal notification to each CIT officer that calls in while the facility is closed to admissions

**EXCLUSION CRITERIA:**

Any of the following criteria are sufficient for exclusion from this level of care:

1. The individual's psychiatric and/or medical condition is of such severity that it can only be safely treated in an inpatient setting, i.e.,
  - a. The individual demonstrates suicidal/assaultive/destructive ideas, threats, or plans, which present risk to self or others as evidenced by degree of action, lethality of plan, means, hopelessness or impulsivity.
  - b. The individual is imminently unable to care adequately for his/her own physical needs due to disordered/bizarre behavior to the extent that immediate stabilization is required.
  - c. The individual meets Interqual criteria for admission to a hospital for planned medical detox.
  - d. The individual is presently on conditional release under Act 911.
  - e. The individual is presently on involuntary commitment with a current pick up order that has been issued by the court.
2. The individual has a history of poorly controlled epilepsy as show by seizures in the last seven (7) days.
3. The individual has had a recent head injury, which was observed by the referring party.
4. Individuals with casts, canes, or who are otherwise non-ambulatory, on a case by case basis.
5. Individuals with open wounds requiring extensive wound care.
6. The individual can be safely maintained and effectively treated in a less intensive and less restrictive level of care.
7. The primary problem is socioeconomic (i.e., family conflict, lack of housing etc.) or one of physical health without a concurrent major psychiatric episode meeting criteria for this level of care.
8. The care being provided to the individual is primarily custodial in nature.

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**CONTINUED STAY CRITERIA:**

All the following criteria are necessary for continuing treatment at this level of care:

1. The individual's condition continues to meet admission criteria at this level of care and does not require a more intensive level of care.
2. Care is rendered in a clinically appropriate manner, is focused on the individual's behavioral and functional outcomes and is carefully structured to achieve optimum results in the most time efficient manner possible consistent with sound clinical practice.
3. Progress in relation to specific symptoms or impairments is clearly evident and can be described in objective terms, but goals of treatment have not yet been achieved or there has been clinically appropriate treatment plan adjustments to address the lack of progress.
4. There is a documented active attempt at coordination of care with appropriate community-based services or agencies.

**DISCHARGE CRITERIA:**

Any of the following criteria are sufficient for discharge at this level of care:

1. The individual's documented treatment plan goals and objectives have been substantially met.
2. The individual has clinically improved and stabilized to the point where they can be safely maintained and effectively treated in a less intensive and less restrictive level of care.
3. The individual is not making progress toward treatment goals and there is no reasonable expectation of progress at this level of care.
4. The member is not likely to respond or is not responding to stabilization efforts and requires a more structured, monitored, and locked unit in order to assure the member's or others' safety.
5. The individual is in need of acute medical treatment requiring a hospital setting.

**WESTERN ARKANSAS COUNSELING & GUIDANCE CENTER, INC.**

**Business Associate Agreement**

**I. Definitions:**

- A. **Business Associate.** "Business Associate" shall mean Sebastian County for ACT 423.
- B. **Covered Entity.** "Covered Entity" shall mean the Western Arkansas Counseling & Guidance Center, Inc. (THE GUIDANCE CENTER).
- 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, Inc. 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 THE GUIDANCE CENTER, 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 THE GUIDANCE CENTER.
- 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 THE GUIDANCE CENTER 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 THE GUIDANCE CENTER, 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 GUIDANCE CENTER 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 GUIDANCE CENTER, 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 July 26, 2018 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 THE GUIDANCE CENTER, 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 GUIDANCE CENTER 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 GUIDANCE CENTER 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: Aaron L. "Rusti" Holwick, CEO  
Western Arkansas Counseling & Guidance Center, Inc.  
3111 South 70<sup>th</sup> Street  
Fort Smith, AR 72903

**Business Associate:** Sebastian County for ACT 423  
ATTN: County Judge David Hudson  
35 South 6<sup>th</sup> St. Room 106  
Fort Smith, AR 72901

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

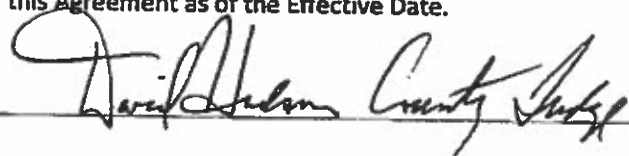
E. **Interpretation.** Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

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.

  
Date 8/6/2018

DAVID HUDSON County Judge

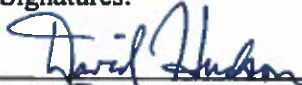
Printed Name of the Business Associate's Authorized Representative Title

  
Rusti Holwick Date 7-30-18

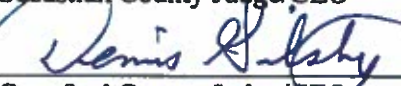
Rusti Holwick CEO  
Printed Name of THE GUIDANCE CENTER Authorized Representative Title

4/12/2018


Signatures:

  
Sebastian County Judge/CEO

7/17/2018  
Date

  
Crawford County Judge/CEO

7/14/2018  
Date

  
Franklin County Judge/CEO

\_\_\_\_\_  
Date

  
Logan County Judge/CEO

\_\_\_\_\_  
Date

  
Scott County Judge/CEO

08-10-2018  
Date

  
Polk County Judge

8/21/18  
Date

  
Mayor of the City of Fort Smith

7/31/18  
Date

\_\_\_\_\_  
Mayor of the City of Barling


\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor of the City of Lavaca


\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor of the City of Greenwood

\_\_\_\_\_  
Date

  
Mayor of the City of Van Buren

8/3/18  
Date

  
Mayor of the City of Alma

8/17/18  
Date

  
Mayor of the City of Mulberry

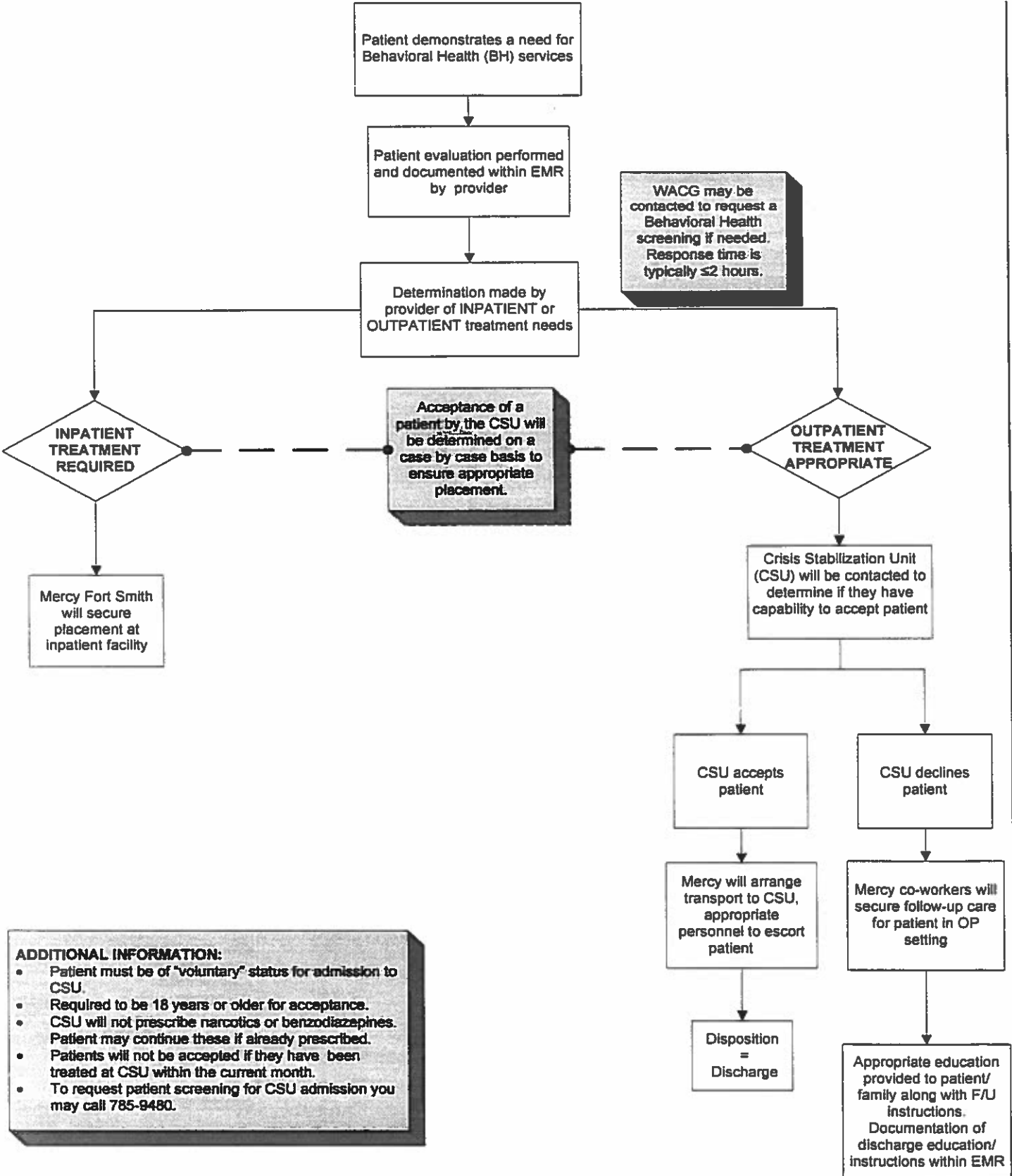
7-20-18  
Date

\_\_\_\_\_  
Mayor of the City of Ozark

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor of the City of Charleston

\_\_\_\_\_  
Date



**ADDITIONAL INFORMATION:**

- Patient must be of "voluntary" status for admission to CSU.
- Required to be 18 years or older for acceptance.
- CSU will not prescribe narcotics or benzodiazepines. Patient may continue these if already prescribed.
- Patients will not be accepted if they have been treated at CSU within the current month.
- To request patient screening for CSU admission you may call 785-9480.

**Other documents and/or information as may be expressly required in this *RFQ*. Label documents and/or information so as to reference the *Bid Solicitation's* item number.**

*Bid No. 710-19-1024*

## **2.2 COMMUNITY MENTAL HEALTH CENTER QUALIFICATIONS**

A. 2. Bidder must have non-profit status as required by Arkansas Code Annotated (ACA) §§ 20-47-202. For verification purposes, bidder must submit official documentation from the Internal Revenue Service (IRS) confirming non-profit status.

507(3)

1-3-611

# US Treasury Department

## District Director Internal Revenue Service

Date: JUN 17 1969

In reply refer to:  
A:RS

LR:EO:69-56



▶ Western Arkansas Counseling  
and Guidance Center, Incorporated  
214 North 6th St.  
Fort Smith, Arkansas 72901

Gentlemen:

Purpose: Charitable, Educational

Address Inquiries and File Returns with District

Director of Internal Revenue: Little Rock, Arkansas

Form 990-A Required:  Yes  No

Accounting Period Ending: December 31

On the basis of your stated purposes and the understanding that your operations will continue as evidenced to date or will conform to those proposed in your ruling application, we have concluded that you are exempt from Federal income tax as an organization described in section 501(c)(3) of the Internal Revenue Code. Any changes in operation from those described, or in your character or purposes, must be reported immediately to your District Director for consideration of their effect upon your exempt status. You must also report any change in your name or address.

You are not required to file Federal income tax returns so long as you retain an exempt status, unless you are subject to the tax on unrelated business income imposed by section 511 of the Code, in which event you are required to file Form 990-T. Our determination as to your liability for filing the annual information return, Form 990-A, is set forth above. That return, if required, must be filed on or before the 15th day of the fifth month after the close of your annual accounting period indicated above.

Contributions made to you are deductible by donors as provided in section 170 of the Code. Bequests, legacies, devises, transfers or gifts to or for your use are deductible for Federal estate and gift tax purposes under the provisions of section 2055, 2106 and 2522 of the Code.

You are not liable for the taxes imposed under the Federal Insurance Contributions Act (social security taxes) unless you file a waiver of exemption certificate as provided in such act. You are not liable for the tax imposed under the Federal Unemployment Tax Act. Inquiries about the waiver of exemption certificate for social security taxes should be addressed to this office, as should any questions concerning excise, employment or other Federal taxes.

This is a determination letter.

Sincerely yours,

Fred W. Johnson  
- District Director

Enclosure  
Form 88-15 & 88-15-A

Internal Revenue Service

Department of the Treasury

District  
Director

1100 Commerce St. Dallas, Texas 75242

Western Arkansas Counseling &  
Guidance Center Incorporated\*  
3111 S 70th St  
Fort Smith, AR 72903

Person to Contact

EOMF Tax Examiner

Telephone Number

(214) 767-1155

Refer Reply to

RM:CSB:306:EO

Date October 22, 1984

EIN: 23-7015826

Gentlemen:

Our Records show that Western Arkansas Counseling & Guidance Center Incorporated is exempt from Federal Income Tax under section 501(c)(3) of the Internal Revenue Code. This exemption was granted June 1969 and remains in full force and effect. Contributions to your organizations are deductible in the manner and to the extent provided by section 170 of the Code.

We have classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Internal Revenue Code because you are an organization described in section 170(b)(1)(A)(vi).

If we may be of further assistance, Please contact the person whose name and telephone number are shown above.

Sincerely yours,

*Annette Bohannon*  
Annette Bohannon  
EOMF Tax Examiner