

**School Based Mental Health Services
Memorandum of Agreement
Ozark Guidance Center and Gentry School District**

Overview:

The Gentry School District recognizes the need for education, early intervention, and prevention in regards to student mental/emotional health issues. The following is a memorandum of agreement between Gentry School District (SD) and Ozark Guidance Center (OGC), an affiliate of Arisa Health, Inc., in regard to mental health services to be provided in Gentry School District. The terms of this agreement shall begin and be effective for the 2022-2023 school year. Review of the agreement will take place prior to the commencement of the 2023-2024 school year.

Arisa Health, Inc.:

Arisa Health, Inc. (Arisa) is a newly formed non-profit behavioral health organization providing comprehensive behavioral health services to the residents of 41 counties in Arkansas. Under the governance of its Board of Directors, Arisa maintains four Community Mental Health Center affiliates. The affiliates are: Counseling Associates, Inc., based in Conway; Mid-South Health Systems, Inc., based in Jonesboro; Professional Counseling Associates, Inc., based in North Little Rock; and Ozark Guidance Center, Inc., based in Springdale. The joining of these four organizations is the result of a recognized need for a new kind of organization that allows for greater intra-agency collaboration, sharing of resources and an enhanced ability to provide high quality behavioral health services to some of Arkansas' most vulnerable populations. Arisa employs 263 school based providers located in 401 schools throughout 82 school districts. Arisa collectively has a wealth of knowledge and expertise serving students in a school setting by rendering services to approximately 10,000 students within the school setting each year.

Responsibilities of Gentry School District

- Gentry School District will provide reasonable access to the school facilities for the OGC mental health providers in a space adequate for mental health services with clients and parents or legal guardian, allowing total confidentiality, assigned by the building Principal. The mental health provider will follow applicable Gentry School District policies regarding access and codes of conduct.
- Gentry School District will provide internet connection sufficient for Ozark Guidance mental health providers to conduct documentation on a daily basis.
- Gentry School District will notify OGC of any necessary change in space provided for OGC mental health providers in a timely manner and will provide an alternate space if necessary.
- Gentry School District will identify to OGC a primary contact with whom all communication between OGC and Gentry School District will occur and with whom OGC and Gentry School District shall attempt to resolve any disputes or issues.
- Gentry School District will reasonably cooperate with OGC in the provision of mental health services to students of Gentry School District.

Responsibilities of Ozark Guidance Center

- OGC will employ the licensed mental health providers who work in the Gentry School District (SD).
- OGC will provide malpractice insurance for the licensed mental health providers working in SD.
- OGC will provide professional oversight for the licensure, credentialing, continuing education and professional certification of the licensed mental health provider working in SD.
- OGC will provide the following services as medically needed at the discretion of the mental health provider: Individual Therapy, Group Therapy, Family Therapy, Psychoeducation, Crisis Psychotherapy, Behavioral Assistance, and other services provided by Mental Health Professionals and Qualified Behavioral Health Providers. All goals and objectives will be determined by student needs, staff availability and mental health provider's expertise/knowledge. Mental health providers will utilize medical necessity criteria for appropriateness of mental health services when assessing potential students for services.
- Medicaid, private insurance and direct pay will be billed by OGC consistently with third party payer, regulatory and OGC fee agreement and payment policies. OGC will also explore any other assistance programs available for qualifying families.
- OGC will provide case coordination services to include but not limited to the following: Management of PCP referrals, consultation, advocacy, and collaboration with community providers and resources based on student and family needs.
- OGC agrees to provide indirect services such as faculty in-service trainings, referrals, parent education, student team staffing, staff meetings, classroom consultation/observation, and support groups for students, etc. as needed or reasonably requested by SD staff.
- OGC mental health providers will participate in Individual Education Plan, English as a Second Language, Special Education, 504 or parent teacher conferences upon reasonable request. OGC will assist in assuring continuation of quality mental health services to students as they transition to their next grade level or another school in the district.
- OGC mental health providers will follow the reasonable and known expectations of the school principal, school counselor, and/or parents regarding when students may be pulled from class to receive services.
- Subject to any restrictions regarding privacy, OGC will maintain and provide statistics, demographic data, survey results or reports annually to the SD in matters relating to school based mental health. OGC can provide this information at other times in the year upon request of the SD.
- During the summer months, OGC staff will help to ensure that therapeutic gains are maintained by offering services at school, clinic, or home locations and/or through use of structured therapeutic programs. Transportation may be provided based on need.
- OGC mental health providers are mandated reporters by law and as such will report all suspected forms of child maltreatment.
- OGC will increase intensity of school based services, as may be authorized by the client's payor source, when the student is becoming at risk for an out of school placement due to behavioral health needs.

- OGC Therapeutic Day Treatment (TDT) program will develop a transition plan collaboratively with the SD when clients are returning to the school. This transition plan can be adjusted if needed by communicating any concerns to the TDT Program Coordinator.

General Provisions:

- Any modifications to this agreement must be mutually agreed upon and shall be made in writing. Any waiver of any provisions to this agreement must be in writing and signed by the party giving the waiver.
- SD maintains the right to refuse to permit any mental health provider to work in SD if the district determines it is not in the best interest of the district, its students or families.
- Both parties will abide by the privacy provisions of HIPAA and FERPA and the other provisions of any applicable laws.
- SD and OGC agree to use each of their good faith efforts to resolve any disputes or issues between SD and OGC. If those efforts do not resolve the dispute or issue, then SD and OGC agree to mediate the dispute or issue. If mediation becomes necessary between the SD and OGC, the OGC Vice President of Clinical Services will be the primary contact for resolving issues.
- OGC and the SD will work collaboratively to outline and regularly review the referral process. OGC will provide minimum of monthly updates to building principals and counselors in the form of a “Resource and Referral” meeting. This will allow for all parties to be updated at one time in a collaborative manner.

Signatures:

Gentry School District

Superintendent

Date

Ozark Guidance Center/ Arisa Health, Inc.:



5/2/2022

Chief Clinical Officer

Date



5/2/2022

Vice President of Clinical Services

Date

TUITION AGREEMENT

The Gentry School District (Resident District) of Benton County hereby agrees to pay to Ozark Guidance Center/Therapeutic Day Treatment, an affiliate of Arisa Health, Inc. (Serving District) tuition in the amount of \$45.00 per pupil per day for providing educational services during the 2022-2023 school year.

CONDITIONS* Tuition amount will be paid on a monthly basis upon receipt of a statement containing student names, admit date, school grade and total number of student enrollment days in the program for each month. The total days per student will not exceed 178. Ozark Guidance Center, Inc., will request school records, in writing, from the Director of Special Education. All parties will conform to state and federal regulations regarding special education. Ozark Guidance Center staff will work in conjunction with the Director of Special Education in coordinating educational planning for each student. All other services will be the responsibility of Ozark Guidance Center and the parent.

*The specifics of the agreement should be given here, i.e., the payment is per enrollment. ADA or ADM, for the current or previous year; how payment is to be made (annually, semi-annually, monthly, etc.); who pays transportation and/or any other costs; are attendance records to be furnished; and other pertinent information.

RESIDENT DISTRICT

SERVING DISTRICT

Michael Davis

President of the Board

Chief Operating Officer

Superintendent

Approved: _____

Date: _____

Public School District or approved Special Education School. "District" may include "Educational Cooperatives" established pursuant to Ark. Code Ann. 6-13-902.