CONTRACT RENEWAL AGREEMENT

BY AND BETWEEN

W. L. GORE & ASSOCIATES, INC.

AND

FLAGSTAFF CHILD AND FAMILY COUNSELING CENTER

(DBA FLAGSTAFF COUNSELING CENTER)

408 N. Kendrick, Suite 4

Flagstaff, AZ 86001

CONTRACT TYPE: Retainer

EFFECTIVE DATES: July 1, 2020 thru December 31, 2021

CONTRACT FOR: A comprehensive Associate Assistance Program (ASSIST Program) providing assessment, short-term counseling, referral services, mental health consultation, training and crisis intervention by Flagstaff Child and Family Counseling Center (DBA Flagstaff Counseling Center) for W.L. Gore & Associates, Inc. Associates who work in the Flagstaff area.

PREAMBLE

This contract agreement (“Agreement”) is hereby made and entered into by and between W. L. Gore & Associates, Inc. (“Gore”) and Flagstaff Child and Family Counseling Center (“FCFCC”). Collectively, Gore and FCFCC are (“the Parties”).

RECITAL

WHEREAS, FCFCC is engaged in the business of providing assessment, short-term counseling, referral services, mental health consultation, training and crisis intervention to individuals in response to personal issues including, but not necessarily limited to, alcoholism, drug problems, marital/family problems, and mental, emotional and behavioral disorders; and

WHEREAS, Gore desires to maintain the services of FCFCC to act as a provider of the ASSIST Program, i.e. Employee Assistance Program, and FCFCC has agreed to act in such a capacity.

WHEREAS, Gore and FCFCC have a contract retainer agreement whereby FCFCC provides the ASSIST Program for Gore Associates in the Flagstaff area effective January 1, 2018 through December 31, 2020; and

WHEREAS, THE PARTIES desire to renew their contractual relationship through December 31, 2021;

WHEREAS, this contract represents the definitive terms and conditions for the work contemplated by this contract.

NOW THEREFORE, in consideration of the premises and mutual agreements hereinafter set forth, the Parties hereto mutually agree as follows:

SCHEDULE OF CONTRACT ARTICLES

ARTICLE I – STATEMENT OF WORK

1. Objective
	1. Gore hereby agrees to contract with FCFCC to obtain support for a comprehensive Associate ASSIST Program. FCFCC shall implement such services as specified in this contract and shall meet all contract delivery dates.
	2. The services shall be performed to the satisfaction of Gore in accordance with the provisions of this contract and shall be performed in accordance with generally accepted professional mental health standards and shall be in accordance with such requirements or restrictions as may be lawfully imposed.
2. Definition of Work
	1. FCFCC shall set up, operate and conduct an Associate ASSIST Program for the benefit of Gore, its Associates and their covered family members in the Flagstaff area to provide assessment, short-term counseling, virtual counseling sessions, group sessions, referral services, mental health consultations, training, crisis intervention, and various promotional activities as hereinafter described. Those assessment and counseling services are described in the FCFCC website at flagcounseling.com. Services are available for Associates and family members. Each time the term Gore Associates is used, it includes both the Associates and their immediate family members with immediate family members being defined as any benefit eligible family member of an Associate.
	2. FCFCC will operate and conduct a professional Associate ASSIST Program to provide primarily assessments, referrals, and follow-up services, as well as, short-term counseling and appropriate support and assistance to all covered Associates, and, at the request of Gore, to conduct training programs, Associate orientations (to the ASSIST program) and various promotional activities hereinafter described.

ARTICLE II – TERM OF CONTRACT

1. The term of this Agreement is from the Effective Date of July 1, 2020 through December 31, 2021\_. Any changes and prior agreements between the parties are superseded, and any additional engagement must be specifically negotiated, reduced to writing and signed by both parties. FCFCC shall provide Gore with its proposal for a new Agreement no later than 120 days prior to expiration of Agreement.

ARTICLE III – W. L. GORE & ASSOCIATES, INC. ASSIST PROGRAM ADVISORY

 COMMITTEE

1. The Gore ASSIST Program Leader is: Michelle Williams.
2. Gore ASSIST Program Leader will be the point of contact for all technical matters under this contract. The ASSIST Program Leader shall be authorized to issue technical directions under the contract on behalf of Gore. This direction may not constitute new assignments or changes, modifications or amendments of such a nature as to justify adjustment in the contract terms.
3. Gore ASSIST Program Leader shall be responsible for the acceptance of the services delivered to Gore by FCFCC under this contract.
4. The FCFCC co-liaisons and the ASSIST Program Leader will meet as often as mutually agreed is necessary to implement and optimally manage the ASSIST Program.

ARTICLE IV – FCFCC, PROJECT LEADER AND CLINICAL DIRECTOR

1. FCFCC will oversee the implementation of the Gore ASSIST Program. FCFCC shall supervise all aspects of the Program.
2. FCFCC shall be responsible for all program planning, training, reporting and clinical services and will be the regular point of contact for the Gore ASSIST Program Leader.

ARTICLE V – ASSIST Program LOCATIONS

* 1. FCFCC will provide at their own expense an office located within the Flagstaff city limits and all equipment, telecommunications and connectivity requirements necessary to provide services under this Agreement. The office must be accessible by public transportation and program services must be accessible to the handicapped. All efforts to insure a confidential, therapeutic environment for ASSIST Program users will be maintained.
1. FCFCC will provide a system whereby Associates may access the program as follows:
	* 1. Every call during business hours will be answered by FCFCC. Business hours are Monday through Friday, 8 a.m. to 5 p.m. Calls received will be followed up by FCFCC within 24 hours or the next business day.
		2. An appointment with a FCFCC counselor may be scheduled at that time. FCFCC agrees that this appointment will occur no later than one week from the time of scheduling and during normal business hours.
		3. Emergency calls (those which are or have the potential to be life-threatening) will be responded to immediately and handled appropriately. Any Gore Human Resources staff or Leader, or Health Advocate staff, may call the main line at (928) 774-6364, or the cell phones of Dr. Andy Hogg at (928) 853-7970 or Dr. Cody Bayles at (928) 606 0988. The on-call counselor, or one of the Gore co-liaisons, will consult with the Gore or Health Advocate staff to determine the appropriate course of action.
2. FCFCC will attempt to accommodate Associates’ work schedules in scheduling appointments. Weekend and evening scheduling will be provided on an emergency basis.

ARTICLE VI – RESPONSIBILITIES AND OBLIGATIONS

1. Provider Licensing Requirements
2. FCFCC will maintain all necessary licenses and permits, at their expense, keep them current during the term of this Agreement, and provide copies to Gore. FCFCC may employ or retain additional qualified, trained back-up staff in the mental health disciplines (i.e. MSW, certified CAC, counselors, psychologists, psychiatric nurses or mental health workers). FCFCC will be responsible for validating the qualifications of its staff and those of its affiliates employed to perform ASSIST services. Professionals working in a back-up capacity, i.e., assessments, must have adequate training and experience in alcoholism and other substance abuse conditions. In addition, FCFCC will ensure that all FCFCC counseling staff are members of the national Blue Cross and Blue Shield Blue PPO network. Gore reserves the right to pre-approve any person performing counseling back-up services.
3. FCFCC will comply with all applicable federal, state, and local laws, rules, regulations, including those prohibiting discrimination in the employment of individuals because of age, sex, religion, citizenship, genetic information and handicap status, disabilities, and those dealing with hours of employment, wages and conditions of employment, including veteran’s rights of employment. FCFCC further agrees that they are the sole employer of all its employees and other staff members and providers.
4. FCFCC will adhere to all State and Federal EEO requirements in contracting with ASSIST Program providers.
5. Assessment, Referral and Short-term Counseling
	1. Associates utilizing the ASSIST Program will, upon the initial counseling visit, receive an assessment of relevant mental, emotional, relational, vocational, behavioral, and environmental aspects of their life circumstances, including, but not limited to, substance abuse, depression, anxiety, psychosis, marital and family issues, career problems, financial and legal difficulties, and anger management issues.
	2. The ASSIST Program services are not intended to include long-term counseling. When the provider is clear that the Associate is in need of such counseling, an appropriate referral(s) will be made to providers in the national Blue Cross and Blue Shield PPO network.
	3. Associates will have the benefit of five (5) assessment/short-term counseling sessions for up to three (3) separate life issues warranting utilization of the ASSIST Program services on an annual basis. Each session is 45 minutes to an hour in length. If it is determined on or before the fifth session that the problem is long-term (requiring more than five sessions with a counselor), the Associate will be given at least three referral options and will be referred outside the ASSIST Program to the most appropriate provider in the Highmark PPO network for further treatment. One referral option for treatment could be to the counselor who conducted the assessment.
	4. Telephone counseling shall be done when it is not appropriate or feasible for the Associate to meet face-to-face with the provider.
	5. The provider will be responsible for necessary communications with the sponsor or human resource Associate making referrals after getting appropriate authorization from the Associate, as applicable. This communication may be needed to confirm contact and assessment when a mandated referral for job continuation is made.
	6. Providers will, when appropriate, refer Associates to necessary community resources. One important community resource is the TERROS mobile crisis unit if an in-home clinical intervention is necessitated.
	7. Quality assurance will be maintained by the ASSIST Program Leader. Gore may hire at its own expense a consultant to evaluate the ASSIST Program services and providers.
6. Training
7. FCFCC will present a continuing program of seminars on topics of interest to Associates. Gore will be ultimately responsible for pre-approving the format and content of such topics. Specifics as to the number, length and scheduling of such seminars will be determined by the Gore ASSIST Program Leader. Cost of each training will be determined separately.
8. Prohibitions on Providers’ Conflict of Interest
	1. Providers will immediately inform FCFCC of any conflict of interest as soon as the conflict becomes apparent, and as appropriate, either continue with the ASSIST Associate or refer the ASSIST Associate to another provider under this Agreement, depending on what the most appropriate resources are for the Associate’s needs.
9. Reports
10. Using Gore definitions for case counting, FCFCC will provide semi-annual reports on program utilization and minimum metrics;
11. FCFCC will not identify an Associate by name or any identifying characteristics in FCFCC reports to Gore;
12. FCFCC will provide Gore with a final narrative report summarizing program usage at the end of the Agreement year;
13. FCFCC will maintain complete case files on all Associates. Records relating to Associates who use the program will not be owned, maintained, accessed or controlled by Gore. FCFCC will determine whether such records belong to them or to the Associate under applicable law.
14. Confidential ASSIST Program Records
	1. All clinical records will be maintained by FCFCC and ICD-10 diagnoses will be used to describe assessments and documented. The attending counselor will ensure that appropriate and adequate documentation regarding the client’s diagnosis, treatment plan, progress and follow-up notes and final disposition or status will be kept current in the file.
	2. Associate records shall be kept confidential and may be shared only in accordance with the applicable portions of the Health Insurance Portability and Accountability Act of 1996 (Pub.L. 103-191) (“HIPAA”), as amended, the Health Information Technology for Economic and Clinical Health Act of 2009, and applicable state laws. FCFCC and Gore agree that Gore is not a business associate under HIPAA for the purposes of this Agreement or for the services to be provided under this Agreement;
	3. FCFCC, its staff and other associates and Gore will keep confidential, any and all information obtained in the course of this contract in accordance with Federal, State and Local laws and regulations and will adopt appropriate procedures for safeguarding such information. FCFCC and its associate providers will maintain electronic medical records for a minimum of six years. Electronic medical records will be deleted after six years for adults and after the age of twenty-one for child and teen records.
	4. All files of Associates using the ASSIST Program will remain the property of FCFCC or the provider of the ASSIST Program services. Copies of the files will only be released when the Associate gives written consent to FCFCC consistent with the requirements of applicable law.
	5. In reporting statistics for the ASSIST Program reports, each Associate or family member referral is a case. FCFCC shall keep a record of the number of Associates, spouses, and dependents who use the ASSIST Program, for any reason.
	6. All cases will include the following:
		1. An executed Consent to Treat form;
		2. Release of information consent form (where applicable);
		3. Appropriate Associate intake information;
		4. Presenting problem;
		5. Assessment and ICD-10 diagnosis;
		6. Adequate and appropriate documentation regarding diagnosis, treatment plan, progress and status of the Associate, including follow-up actions;
		7. Referrals sources listed by name and the release of information consent forms, if appropriate; and
		8. Case disposition or closure.
	7. All the Gore Associate records shall be maintained in a manner which allows easy access for audit purposes.
	8. All Associate information is to be protected from access by individuals without authorization.
	9. FCFCC will communicate its required policies, and any legally required policies of confidentiality, to Associates at all points of interaction.

ARTICLE VII – GORE ASSOCIATE RIGHTS

1. Participation in the ASSIST Program services described herein is voluntary and the relationship between participating Associates and the ASSIST Program provider is confidential.
2. The ASSIST Program provider will obtain written consent from Associates using the ASSIST Program services before communicating with anyone, including sponsors and leadership Associates of Gore. Such written consent will comply with Federal, State and Local laws and regulations.
3. Upon request, a Gore Associate shall have the right to access their ASSIST Program files for personal review and/or to seek treatment independent of the ASSIST Program.

ARTICLE VIII – INSURANCE COVERAGE AND PROGRAM PROVIDERS

1. FCFCC and associate providers will maintain professional liability coverage of $3,000,000 and general liability insurance coverage of $1,000,000 during the entire term of this Agreement.
2. A copy of the Declaration pages of the professional and general liability policies referenced above will be attached to and made part of this Agreement.
3. Thirty (30) days written notice shall be given to Gore prior to any cancellation or restrictive modification of the policies.

ARTICLE IX – CHANGES

1. FCFCC and Gore may make changes in this contract as determined to be necessary by both parties provided such changes are made in writing as an addendum to this contract and signed by both parties.

ARTICLE X – PAYMENT

1. Gore will pay FCFCC for professional services rendered under this Agreement as follows:
	* 1. Gore will pay the sum of $81.60 per hour to FCFCC for services offered. Effective January 1, 2021, this amount will be increased to $95 per hour. This fee is based on a per-session hourly rate and will be the same for assessment and counseling services. Gore will not assume financial responsibility for continued counseling once an Associate has used all allotted ASSIST Program sessions.
		2. Gore will pay for consultation and critical incident services at a rate of $86.70 per hour. Effective January 1, 2021, this amount will be increased to $95 per hour.
		3. Training programs and workshops will be charged at a rate of $500 for a 90-minute workshop. The charges for specially requested trainings will be negotiated with the ASSIST Program Leader.
		4. FCFCC will invoice Gore for services rendered by the fifth day of each month. Gore will pay such invoices within thirty (30) days of receipt.

ARTICLE XI – INDEPENDENT STATUS OF PROVIDERS

1. FCFCC will be an independent contractor subject to all obligations and liabilities of an independent contractor under this Agreement. FCFCC will not under any circumstances be considered an agent or employee of Gore.

ARTICLE XII – TERMINATION

1. Either party may terminate this Agreement without cause by giving to the other party written notice of termination ("Termination for Convenience"). Termination for Convenience shall be effective ninety (90) days after giving written notice to the other party.
2. Either party may terminate this Agreement for cause by giving the other party written notice of termination ("Termination for Cause"). Either party shall have the right to terminate this Agreement, upon the occurrence of any of the following events: (i) defaults in the performance of any of its obligations under this Agreement and failure to remedy the default within fifteen (15) days after receipt of written notice from the non-defaulting Party specifying the default; (ii) becomes insolvent or makes an assignment for the benefit of creditors generally, or a petition in bankruptcy is filed by or against such Party; (iii) purport to assign this Agreement or any interest in this Agreement contrary to the provisions of this Agreement; or (iv) either party is prohibited from operating or rendering services. Termination for Cause shall be effective immediately upon receipt by the receiving party of notice thereof unless the notice specifies a different termination date.
3. Upon termination of this contract for any reason, FCFCC will be responsible for the ethical discharge and referral of active Associates in compliance with the Ethical Standards of the American Psychological Association. Gore will pay to FCFCC the compensation earned by FCFCC and payable by Gore according to the rates provided in this Agreement.

ARTICLE XIII – PROMOTION

1. FCFCC will work with Gore to promote the ASSIST Program to Associates. There will be no charge to Gore for “lunch-and-learn” outreach and prevention presentations.
2. Gore will be responsible for the costs of any materials used in promotional programs that Gore approves.

ARTICLE XIV – PROGRAM EVALUATION

1. FCFCC agrees to submit to periodic evaluations and a year end audit of services provided under this Agreement in a manner to be determined by Gore. Such evaluations may include an audit by any outside organization. This audit may include, but is not limited to:
	1. Case file review of the number and percentage of the Associates who have accessed the Program, and
	2. Statistical evaluation, to ensure the quality and cost effectiveness of the Program.
2. Gore will provide adequate notice of no less than two (2) weeks for each periodic evaluation and year end audit;
3. These evaluations will result in a report to the ASSIST Program Leader for review; and
4. FCFCC will maintain all records and reports in a manner compatible with such evaluations.

ARTICLE XV – INDEMNITY

1. Gore agrees to indemnify and hold harmless FCFCC from all claims, actions, and suits, including attorney’s fees, arising out of claims against Gore by Associates who have utilized the ASSIST Program with regard to the loss of their employment, with the exception of such liability described below; and
2. FCFCC shall indemnify and hold harmless Gore and Gore’s directors, officers, associates, agents and affiliates from and against any and all third party claims, suits, actions, damages, expenses, costs, fees (including reasonable attorney’s fees) and liabilities for any injury or damage arising out of or in connection with FCFCC’s negligence or willful misconduct in the performance of services under this Agreement, but not for any such claims, suits, actions, damages, expenses, costs, fees or liabilities caused solely by Gore’s negligence or willful misconduct. The indemnification obligations in this paragraph shall survive for five years after termination of this Agreement.

ARTICLE XVI – APPLICABLE LAW

This Agreement will be interpreted and governed according to the laws of the State of Arizona.

ARTICLE XVII – ENTIRE AGREEMENT

This Agreement supersedes and cancels any the prior agreement relating to the provision of ASSIST services and represents the entire agreement of the parties.

Agreed to by the parties below:

W. L. GORE & ASSOCIATES, INC.

BY:

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Indirect Procurement

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

FLAGSTAFF CHILD AND FAMILY COUNSELING CENTER (DBA Flagstaff Counseling Center)

BY:

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Justin Dallacqua, J.D., Psy.D. Jennifer Flugstad, L.P.C.

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Daniel Philips, Ph.D. Linzi Cody, Ph.D.

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Lauren Canniff, Psy.D. Anna Cordova, L.P.C.

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Stephanie Hatch, Psy.D.

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_