

**FIRST AMENDMENT TO
BEHAVIORAL HEALTH PROFESSIONAL SERVICES AGREEMENT
NON-HOSPITAL Contracted School**

This First Amendment to Behavioral Health Professional Services Agreement (this “Amendment”) is effective as of this ____ day of _____, 2021 (the “Effective Date”) by and between **Allegheny Clinic**, a Pennsylvania nonprofit corporation (“Provider”) and **Baldwin-Whitehall School District** (“School”).

RECITALS:

WHEREAS, Provider and School entered into that certain Behavioral Health Professional Services Agreement effective as of August 1, 2020 (the “Agreement”); and

WHEREAS, Provider and School wish to amend the Agreement as provided for herein.

NOW, THEREFORE, the parties hereto, intending to be legally bound, in consideration of the covenants herein, hereby agree as follows:

1. Capitalized Term. Capitalized terms not otherwise defined herein shall have the meaning assigned to them in the Agreement.

2. Renewal Term and Renewal Fee. In accordance with the terms of the Agreement, the parties have agreed to enter into a Renewal Term for the Contract Year 2021 - 2022 on the same terms and conditions as provided for Contract Year 2020-2021.

3. Exhibit A. Effective as of the Effective Date of this Amendment, the parties agree to replace the Exhibit A attached to the Agreement with the Exhibit A attached hereto.

4. Exhibit B. Effective as of the Effective Date of this Amendment, Provider shall provide the Services in exchange for the fees as set forth on a revised Exhibit B attached hereto. The parties agree to replace the Exhibit B attached to the Agreement with the Exhibit B attached hereto.

5. Continuing Effect. Except as specifically amended as set forth above, the Agreement shall continue in full force and effect.

6. Governing Law. This Amendment shall be construed in accordance with the internal substantive laws of the Commonwealth of Pennsylvania.

7. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be an original and all of which together shall comprise one and the same instrument, and shall become effective upon delivery of counterparts having been signed by each of the parties are delivered to every other party. Only those executed counterparts and delivered by means of facsimile transmission or electronic mail in a portable document format (“.pdf”) file or by a combination of the foregoing shall be deemed effectively executed and delivered counterparts and original signatures for all purposes of this Amendment.

[Signature Page to Follow]

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

SCHOOL:

By: _____

Name: _____

Title: _____

PROVIDER:

By: _____

Name: _____

Title: _____

EXHIBIT A

List of Personnel

1. For Professional Services described on Exhibit B: One full-time masters level therapist to provide the Professional Services described on Exhibit B.
2. For Educational Services described on Exhibit B: One full-time behavioral health school educator and one or more part-time educators (expressive artist) to provide Educational Services described on Exhibit B.
3. For ESY Services described on Exhibit B: A behavioral health school educator and a temporary employee for the summer.

EXHIBIT B

Schedule and Duties and Fees

The following is a description of the Services and the fees for such Services for the Initial Term:

A. CHILL Project Overview. The Provider's CHILL Project is a comprehensive school-based program that serves to facilitate a mindfulness informed transformation of the school community. The CHILL Project serves the school community through five service domains which include: Students, Faculty/Staff/Administration, Families, Experiential and Academic. Services provided include the following within each domain as described below. The School has agreed to work with Provider on the facilitation of the CHILL Project within the School.

B. Schools within the District. The Provider shall provide the Services listed below at the following schools within the School's district:

- i. One school within the Baldwin-Whitehall School District

Baldwin High School
4653 Clairton Blvd
Pittsburgh, PA 15236

C. Professional Services: The School hereby contracts with the Provider to provide school-based professional behavioral health services described below (the "**Professional Services**") through Provider's personnel listed on Exhibit A and Provider shall provide such Professional Services as follows. The Professional Services shall be provided throughout the Contract Year, except as noted below. The Professional Services shall be performed in accordance with Provider's policies and applicable law.

1. Professional Services.

- a. Eligibility.** School-based behavioral health services will be provided to Students who qualify for such professional services. Students may be referred through School district staff, a provider, and/or the Student Assistance Program (SAP). Students who are referred will receive a psychiatric evaluation/assessment by the Provider's master level therapists who will clinically determine if the Student is eligible for the school-based behavioral health services. The master level therapist will clinically determine if the Student is eligible. Students are registered as Patients through the referral process which requires the School Student Assistance Team or another School related person to call the Jefferson Counseling Services Outpatient Clinic at 810 Clairton Blvd, PGH PA 15236 (the "**Provider Outpatient Clinic**") in which the Child and Adolescent intake scheduler will schedule the appointment with the Provider's master level therapist. After the intake assessment is completed, if the master level therapist deems that the Patient does not clinically meet criteria for school based therapy, the master level therapist will advise the referring party and, if appropriate, work with the referring party on any appropriate alternatives.

- b. Notwithstanding anything contained herein, Provider may not provide any Professional Services unless and until all necessary consents are obtained by the Provider. If the Provider does not receive the appropriate consents, Provider shall not provide any Professional Services.
- c. **Consents.** Provider shall be responsible for obtaining all necessary consents for the provision of Professional Services in accordance with Providers' policies and applicable law, provided, however, that School shall cooperate with Provider as necessary to obtain such.
- d. **Professional Services for Eligible Patients.** Once it is determined that a Patient qualifies for the Professional Services, the master level therapist shall provide Professional Services which may include the following as clinically determined by the master level therapist:
 - i. Individualized interventions and an individual therapy service.
 - ii. Evaluation, crisis support/intervention, individual psychotherapy, and family collaboration.
 - iii. Developing individualized interventions which include focus on building interpersonal skills, new coping options, conflict resolution, decision making, wellness planning, and discharge/aftercare planning.
 - iv. Individual, group, and family therapy sessions.
 - v. Medication management for the Patient. Utilization of Medication management is determined during the intake assessment with the master level therapist and continues as indicated by the psychiatrist and/or nurse practitioner. Depending on the schedule of the psychiatrist and/or nurse practitioner, medication management appointments may occur at the applicable School or at the Provider's Outpatient Clinic.
 - vi. For those Patients in need of more intensive services, the Provider will assist in forming a relationship with the family in order to make an appropriate referral to a mental health provider or substance abuse provider, respecting the Patient and family's choice of provider.
 - vii. Report and communicate Patient's goals and progress towards goals, to align with School's mission and Positive Behavior Intervention and Support system (PBIS).
 - viii. Consultation with teachers to help them understand how mental health challenges impact learning and create positive strategies to help students to overcome these challenges.
 - ix. Per request and as needed, the master level therapist will attend scheduled IEP meetings for the purpose of effective collaboration, referrals, case management, and follow-up services.
- e. **Coverage and Location of Services.** The master level therapist will be available, five days a week, excluding school district days off, Allegheny Health Network ("AHN") holidays, and sick/PTO days taken by the master level therapist pursuant to AC's policies. Medication appointments will occur at the Provider's Outpatient Clinic and when available, will occur at the School.

- f. **Answering Service.** Pursuant to AC’s policies and procedures, patients receiving Professional Students will have access to the Jefferson Counseling answering service before or after School hours, as well as on weekends and AHN holidays in which the facility at the Provider’s Outpatient Clinic is closed.
- g. **Applicable Laws.** School acknowledges that Provider must comply with the Pennsylvania Mental Health Procedures Act, including, without limitation, a student’s right, who is 14 years or older, to decline or withdraw consent to participate in treatment.

2. **Location and Facilities.** The School shall provide an office within the applicable school set forth in Part B above that shall be assigned full-time and exclusively to the master level therapist.

3. **Billing.** As noted in this Agreement, the Provider will be responsible for billing for the Professional Services.

D. Educational Services: The School hereby contracts with the Provider to provide the educational services described below (the “**Educational Services**”) through the Provider’s personnel listed on Exhibit A and Provider shall provide such Educational Services as follows:

- 1. **Education Services.** Each Student, their family, parents and guardians, and the faculty, staff and administration of the School will have access to the educational programs and services offered by Provider as set forth below. The Students will receive through the educational programs skill building opportunities through active participation in the mindfulness room. Through advisory periods, or other times deemed acceptable to the School, groups of Students will be instructed and have time to practice the skills being taught. All faculty will be involved through professional development, classroom consultations, process support groups and walk-in options.

The following Educational programs will be offered through the academic school year. If attendance is low, Provider has the right to cancel the program.

| Programs | Frequency |
|---|--|
| Students: | |
| Student breakfast and lunch groups | As mutually agreed upon |
| Student mindfulness club | As mutually agreed upon |
| Student support groups and walk-ins | As mutually agreed upon |
| Bridge efforts: assemblies | As requested or needed |
| Bridge efforts: mindfulness moments | Will be practiced within the classroom after teachers have been instructed during professional development |
| Student core skill building sessions | As mutually agreed upon |
| Faculty/Staff/Administration: | |
| Ongoing professional development | At least once a month |
| Classroom consultation | As requested or needed |
| Faculty/Staff/Administrator Support Groups and walk-ins | As mutually agreed upon |
| Family/Parent/Guardian Education: | |

| | |
|--|--|
| Family Seminars – monthly afterschool seminars to teach skills, provide program updates and elicit feedback. | As mutually agreed upon |
| Experiential: | |
| Virtual CHILL: Utilization of virtual technology to enhance the mindfulness experience | As needed |
| Mindfulness room for further skills building, practicing and mastering | As mutually agreed upon |
| *The Art of Mindfulness; Engaging Teens in Virtual Expressive Arts for Improved Behavioral Health | 8 week cycle; 2 40-minute classes per week |

*This is a pilot project utilizing the services of a limited grant-supported expressive artist for the remainder of the 2020-2021 school year. The continuation of this program past the 2020-2021 school year is not guaranteed.

2. **Location and Facilities.** The School shall provide a room at the school that is designated solely as the mindfulness room and the Provider staff will provide oversight to the utilization of the room for the Educational Services.
3. **Fees.** In exchange for the above Educational Services, School shall pay Provider \$45,000 for the first Contract Year to be paid as follows: fifty percent (50%) to be paid within thirty (30) days following the execution of this Agreement and the other fifty percent (50%) to be paid within thirty (30) days of the end of the Initial Term.

E. ESY Services. The School hereby contracts with the Provider to provide the extended school year services described below (the “ESY Services”) through the Provider’s personnel listed on Exhibit A and Provider shall provide such ESY Services as follows.

1. **ESY Services.** The extended school year (ESY) program is designed for Students who are identified by the school district who need continued educational support through a designated time in the summer. The ESY through the Provider will occur during the month of July but could be possibly modified depending on the needs of the School and as mutually agreed upon by the School and the Provider. Students will receive educational support that applies directly to the stated goals within the Student’s IEP and in collaboration with the School. The School will provide the classroom, gym and outdoor space needed to serve the volume of Students who are served, as well as students from other school districts as described herein. The ESY program will be closed during any AHN holidays. Though the ESY program will be based within a School facility, enrollment will be available to outside districts who would contract with the Provider. ESY Services will be billed directly to the home school district of the student.

The School will work in collaboration with Provider to appropriately promote the regional ESY Services to surrounding school districts.

2. **Location and Facilities.** The School shall provide classroom space within the school district that is designated solely for the ESY Services, as well access to restrooms, gymnasium and outdoor grounds for the purpose of the ESY Services provided by the Provider. The School will provide the

classroom, gym and outdoor space needed to serve the volume of Students who are served, as well as students from other school districts as described herein.

3. **Fees.** In exchange for the above ESY Services, School shall pay Provider a fee per Student to be paid prior to or within fifteen (15) days of the commencement of the ESY Services. For the first Contract Year, the starting base rate fee is \$2,600, however, such fee may be increased by Provider based on their review of each Student's IEP. The Provider and School shall agree on the fee for each Student in writing prior to the enrollment of any Student in the ESY program. The School is only responsible for payment for its Students. Any other school districts participating will be responsible for paying for its students pursuant to its contract with provider.

- F. **Quality Measurement.** The Provider, with the approval of School will facilitate de-identified measurements to examine program efficacy.