

**BEHAVIORAL HEALTH PROFESSIONAL SERVICES AGREEMENT**  
**NON-HOSPITAL Contracted Schools**

**THIS BEHAVIORAL HEALTH PROFESSIONAL SERVICES AGREEMENT** (this “Agreement”) is made and entered effective as of the Effective Date (as defined below) by and between **Allegheny Clinic**, a Pennsylvania non-profit/non-stock corporation (“Provider”) Baldwin-Whitehall School District, a public school district governed by the laws of the Commonwealth of Pennsylvania (“School”).

**RECITALS**

**WHEREAS**, School requires various behavioral health services, including both professional and educational, and Provider wishes to provide such services; and

**WHEREAS**, School hereby contracts with the Provider to provide and Provider shall provide (i) behavioral professional services for those persons who are enrolled as students of the School (“**Students**”) and who are registered as patients of Provider (the “**Patients**”), (ii) educational programs for Students of the School and their families and for the faculty, staff and administration of the School, and (iii) extended school year services for Students of the School, through Provider’s behavioral health personnel, all as further provided for herein.

**NOW, THEREFORE**, in consideration of the foregoing recitals and the mutual promises and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Provider and School, intending to be legally bound, agree as follows:

**ARTICLE I**  
**TERM**

1.1 **Term.** The initial term of this Agreement shall start effective September 2, 2019 and end July 31, 2020 unless terminated sooner as provided herein (the “Initial Term”). Thereafter, the parties may agree to extend this Agreement for subsequent one 1 year periods (each, a “Renewal Term”) by entering into a mutually agreeable amendment to this Agreement in the form attached hereto as Exhibit F setting forth the mutually agreeable services and fees for such Renewal Term. The Initial Term together with any Renewal Terms is referred to herein as the “Term”. Each school year that the parties contract for shall be referred to as a “Contract Year”.

**ARTICLE II**  
**DUTIES AND SERVICES**

2.1 **Services.** During the Term of this Agreement, Provider shall make available the personnel set forth on Exhibit A who shall respectively provide the Professional Services, Educational Services and ESY Services as defined and as set forth on Exhibit B in compliance with applicable law, including, without limitation applicable standards of practice. The Professional, Educational, and ESY Services shall be referred to herein as the “Services.” Notwithstanding anything contained herein to the contrary, the Provider may provide similar Services to other schools or other third parties.

The actual personnel shall be subject to approval by School. Provider shall ensure that each personnel who provides Services pursuant to this Agreement submits to all criminal background checks and provides all clearances mandated by the Pennsylvania Department of Education, including, without limitation, clearances required such as Act 34, Act 151, Act 168 and Act 114, and that said background checks and clearances satisfy all requirements and/or policies and/or procedures of the School. The Provider shall provide copies of all clearances to such administrator designated by School’s Superintendent of

Schools prior to the provision of any Services pursuant to this Agreement. Provider shall be responsible for obtaining any and all necessary permits and licenses and for ensuring that each health care personnel complies with all applicable laws, rules and regulations, whether federal, state or local, and the policies of School.

**2.2 Schedule; Location(s) for Services.** Except as otherwise set forth on Exhibit B, the schedule for providing such Services shall be mutually agreed upon by both Provider and School, subject to such personnel's availability. Each personnel shall perform his/her duties at the locations set forth on Exhibit B.

**2.3 Authorizations and Releases.** School shall cooperate with Provider to ensure each Student (and/or their legal representative) has executed a Consent to Treatment in the form attached hereto as Exhibit C and an Authorization for Release of PHI in the form attached hereto as Exhibit D, and such other forms and authorizations as Provider may reasonably require, in connection with a Student's receipt of Professional Services. Provider's health care personnel shall not provide Professional Services to any Student who fails to complete all such required forms and/or authorizations and/or who revokes any completed form or authorization, and failure of any health care personnel to provide Professional Services to any such Student shall not constitute a breach of this Agreement.

**2.4. Billing.**

(a) **Professional Services.** Provider shall be responsible for billing and collecting for all Professional Services set forth on Exhibit B that are provided for under this Agreement from the applicable third party payors and shall be responsible for billing and collecting any copayments from the Patients and/or the Patient's parent or guardian (as appropriate). The payment for such Professional Services shall be the sole responsibility of the Patient and/or the Patient's parent or guardian or such other person or persons who may be responsible for such Patient and Provider shall have the right to bill each such person's insurance for all Professional Services. For any charges not covered in full by such person's insurance, a bill will be sent to such person or his or her parent or legal guardian.

(b) **Educational Services.** In consideration for the Educational Services, the School shall pay the Provider the fees as provided for on Exhibit B. Provider shall not bill any Student or such Student's parent or legal guardian, family member, faculty or staff member, parent, or any other individual for the provision of the Educational Services.

(c) **ESY Services.** In consideration for the ESY Services, the School shall pay the Provider the fees as provided for on Exhibit B. Provider shall not bill any Student or such Student's parent or legal guardian for the provision of the Educational Services.

**2.5 Use of Name.** Neither party shall have the right to use the other party's names, trademarks, service marks or trade dress in any manner without such other party's prior written approval.

**2.6 Compliance with Laws.** Each party shall perform its obligations pursuant to this Agreement in compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances, and represents that it has obtained all licenses and permits required by law to engage in the activities necessary to perform its obligations to this Agreement. By entering into this Agreement, the parties specifically intend to comply with all applicable laws, rules, and regulations, including, but not limited to (i) the federal anti-kickback statute (42 U.S.C. § 1320a-7(b)) and the related safe harbor regulations; (ii) the False Claims Act (31 U.S.C. §§3729 et seq); (iii) the Federal self-referral statute (42 U.S.C. §1395nn) and the related exceptions and implementing regulations (the "Stark Law"); and (iv) Eliminating Kickbacks in Recovery Act of 2018, 18 U.S.C. §220, and its related exceptions and implementing regulations ("EKRA"). Accordingly, no part of any consideration paid hereunder is made for the recommending or arranging for the referral of business of the ordering of items or services, nor are the payments intended to induce illegal referrals of business. The parties intend that the rate at all times reflects a fair market value and commercially reasonable rate for the Services. The rate has not been determined in a manner which takes

into account the volume or value of referrals or business, if any that may otherwise be generated between the parties. The parties agree that it is not their intention to limit or reduce items or services to patients.

### **ARTICLE III FEE & SCHOOL OBLIGATIONS**

3.1 **Fee Arrangement.** For the Initial Term, in consideration for the provision of the Educational Services and ESY Services set forth on Exhibit B, School shall pay to Provider the amounts set forth on Exhibit B. The Initial Term Fee shall be due and owing as set forth on Exhibit B.

For any agreed upon Renewal Term, the agreed upon Services and the fees for such Contract Year shall be agreed to by the parties in writing as set forth in an amendment in substantially the form attached hereto as Exhibit E.

3.2 **Facilities.** School will provide designated facilities for the Provider's exclusive use which shall be equipped with such equipment and supplies (non-medical) as School reasonably determines to be appropriate for the provision of Provider's Services as more fully provided for on Exhibit B. Minimum standards for the facility should be a desk and a lockable file cabinet for storage of applicable records and access to the Schools' internet with protections defined in Exhibit E. Provider will identify and report to School any malfunction or identified problem with any equipment used by Provider's personnel in connection with providing the Services. Once reported, School shall promptly repair or replace such equipment and will not operate the equipment until such equipment is repaired or replaced. School shall provide to Provider any written certification as to any equipment repaired by or on behalf of the School.

### **ARTICLE IV INSURANCE & INDEMNIFICATION**

4.1 **Insurance.**

4.1.1. Provider shall maintain in full force and effect the following insurance policies during the Term of this Agreement and shall provide an appropriate Certificate of Insurance evidencing the same prior to commencement of this Agreement and annually thereafter to School.

- (a) Commercial General Liability insurance with a combined bodily injury and property damage limit of \$1,000,000 for each occurrence/ \$2,000,000 annual aggregate.
- (b) Medical Malpractice Insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate.
- (c) Workers compensation by statute.
- (d) Employers Liability with minimum limits of \$1,000,000.

Said policies of insurance shall be underwritten by an insurance company licensed to write such insurance in Pennsylvania and shall provide thirty (30) days prior written notice to School of cancellation or any material change in coverage.

If any such liability policies are on a "claims made" basis, Provider shall agree to maintain such coverage in force for three (3) years following the termination or expiration of this Agreement or to purchase adequate "tail liability" insurance upon the termination or expiration of this Agreement.

4.1.2 School shall maintain in full force and effect the following insurance policies during the Term of this Agreement and shall provide an appropriate Certificate of Insurance evidencing the same prior to commencement of this Agreement and annually thereafter to Provider.

- (a) Commercial General Liability insurance written on an occurrence basis, with a combined bodily injury and property damage limit of \$1,000,000 for each occurrence/ \$2,000,000 annual aggregate.
- (b) Workers compensation by statute.
- (c) Employers Liability with minimum limits of \$1,000,000.
- (d) Professional Liability or Errors and Omissions insurance of \$2,000,000 for each occurrence.
- (e) Cyber Liability insurance, including coverage for Network Security and Privacy Breach, in an amount not less than \$1,000,000 per claim.

Said policies of insurance shall be underwritten by an insurance company licensed to write such insurance in Pennsylvania and shall provide thirty (30) days prior written notice to Provider of cancellation or any material change in coverage.

If any such liability policies are on a "claims made" basis, School shall agree to maintain such coverage in force for three (3) years following the termination or expiration of this Agreement or to purchase adequate "tail liability" insurance upon the termination or expiration of this Agreement.

4.2 **Indemnification.** Provider and School shall each hold harmless, indemnify, and defend the other and the other's directors, officers, agents, members and employees against any and all third party claims, liability, causes of action, injuries and damages (including reasonable attorneys' fees) to the extent caused by the negligent acts or omission on the part of the indemnifying party or the indemnifying party's directors, officers, agents, members or employees.

## **ARTICLE V TERMINATION**

5.1 **Termination.** This Agreement may be terminated at any time without cause by either party upon giving of at least one hundred eighty (180) days prior written notice to the other party. In the event that either party defaults materially in the performance of any obligation under this Agreement and fails to cure such default within thirty (30) days following receipt of notice of the default from the other party as reasonably determined by the non-breaching party, the party not in default shall have the right to terminate this Agreement immediately.

## **ARTICLE VI DISCLOSURE OF INFORMATION**

6.1 **Custody and Confidentiality of Records.**

(a) **Professional Services.** Provider and School agree that all records (regardless of author) concerning Patients consulted, interviewed or treated and cared for by Provider when providing Professional Services within the scope of this Agreement are completed on behalf of the Provider and shall

belong to the Provider in its capacity as a healthcare professional rendering treatment. School acknowledges that it has no right, title, or interest in such records, and shall not be entitled to access or receive such records, absent duly-executed Patient consents and/or authorizations sanctioning the release of medical information. The Parties agree that records pertaining to Professional Services rendered by Provider shall be subject to the requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (collectively HIPAA).

(b) **Educational and ESY Services.** Provider and School agree that all records (regardless of author) concerning Students consulted, interviewed or assessed by Provider when providing Educational Services and ESY Services within the scope of this Agreement are completed on behalf of the School and shall belong to the School. Provider understands and agrees that when it is providing Educational Services and ESY Services under this Agreement, it is performing an institutional service for which the School could otherwise use its own employees and that Provider is under the direct control of School with respect to the use and maintenance of Educational Services and ESY Services records. Provider agrees to hold all such records in accordance with the confidentiality, integrity and security requirements of the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. §1232g, 34 C.F.R. Part 99 (FERPA). Such records may be used only for the purpose of consulting, interviewing, or assessing Students under this Agreement and may not be disclosed to any third party (including the Student's parents) without the School's or Student's written consent. Such records, however, may be disclosed to School and its officials including administrators, nurses, teachers, and other personnel without the Student's prior written consent. Upon termination or expiration of this Agreement, Provider shall return all originals and copies to School within sixty (60) days; provided, however, that School shall, subject to applicable law, make the same available to Provider at such times following termination or expiration hereof that Provider may require the same, including, without limitation, as necessary for litigation purposes. School shall be required to maintain all such records as required by law.

6.2 **Confidentiality and Disclosure of Information.** Notwithstanding Section 6.1(b), School recognizes and acknowledges that records, files, reports, protocols, policies, manuals, databases, processes, procedures, computer systems, materials and other documents pertaining to services rendered by Provider under this Agreement are unique assets of Provider's business and may contain proprietary information. School shall not, during or after the Term of this Agreement, disclose such proprietary information of Provider or trade secrets of Provider to any other firm, person, corporation, association or other entity for any reason or purpose whatsoever, or use such information for School's own benefit, without the prior written consent of Provider, unless otherwise required to disclose such information in accordance with appropriate judicial process or as otherwise required by law. Except as otherwise required by law, both Provider and School agrees to hold in strictest confidence all of the terms and conditions set forth in this Agreement; provided, however, both parties may disclose the terms of this Agreement to his/her attorneys, accountants and other financial and legal advisors as reasonably necessary.

6.3 **Injunction.** School acknowledges that the confidentiality restrictions contained in this Article VI are a reasonable and necessary protection of the legitimate trade secrets and business interests of Provider's. In the event of any violation of these restrictions, Provider shall be entitled to preliminary and permanent injunctive relief, in addition to any other remedy available to Provider at law. Nothing contained in this Agreement shall be construed as prohibiting Provider from pursuing any other legal or equitable remedies available to Provider due to a violation of the restrictions set forth in this Article VI, including monetary damages and relief.

6.4 **Costs of Enforcement.** In the event a party is successful to any extent in enforcing the provisions of this Article VI, the breaching party shall reimburse the prevailing party for all reasonable costs (including but not limited to reasonable attorney's fees) incurred in the enforcement effort. Such reimbursement shall be in addition to such other relief as the court may award the prevailing party.

## **ARTICLE VII NOTICE**

7.1 **Notice.** All notices required or permitted to be given under the terms of this Agreement shall be in writing, and shall be effective upon delivery if delivered to the addressee in person. Notices shall be effective three (3) business days after mailing if mailed by certified mail, postage prepaid, return receipt requested, or effective the next business day if delivered by overnight courier with charges prepaid, addressed as follows:

If to Provider: Allegheny Clinic  
4 Allegheny Square East  
Pittsburgh, PA 15212  
Attention: Dr. Doug Henry

With a copy to: General Counsel  
Allegheny Health Network  
120 Fifth Avenue  
Suite 2900  
Pittsburgh, PA 15222

If to School: Dr. Randal Lutz  
Baldwin-Whitehall School District  
4900 Curry Road  
Pittsburgh, PA 15236

or to such other address as either party shall designate in writing for notices to be given to him, her, or it in accordance with this Article.

## **ARTICLE VIII MISCELLANEOUS**

8.1 **Recitals.** The recitals are true and correct and are incorporated in their entirety as part of this Agreement.

8.2 **Non-Discrimination.** Provider and School shall assure that the Services provided pursuant to this Agreement are rendered without regard to race, sex, national origin, age, disability, or any other protected category under federal, state or local law.

8.3 **Severability.** If any provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect.

8.4 **Litigation.** Except as otherwise set forth herein above, in the event a dispute between the parties results in litigation or in an arbitration proceeding, then, except to the extent otherwise provided in this Agreement, each party shall be responsible for its, his, or her own attorneys' fees and all other costs of such action or proceeding.

8.5 **Assignment.** Provider may assign all of its rights and duties under this Agreement to any affiliate or to any entity that purchases all or substantially all of the operating assets of Provider, provided that any such assignment shall not abrogate any compensation of School. Provider shall provide prior written notice to School of such assignment. School's consent to such assignment shall not be unreasonably withheld. School may not assign its rights or duties hereunder without the prior written consent of Provider. Any such assignment by School without the prior written consent of Provider shall be null and void. This Agreement may be otherwise assigned upon the written agreement of both parties.

8.6 **Governing Law and Venue.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Pennsylvania. Any action or claim arising from, under, or pursuant to, this Agreement shall be brought in the courts, state or federal, located within Allegheny County, Pennsylvania, and the parties expressly waive the right to bring any legal action or claim in any other court. The parties consent to venue in any state or federal court within Allegheny County, Pennsylvania having jurisdiction.

8.7 **Waiver.** Any waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision and shall not be effective at all unless in writing. A waiver of any of the terms and conditions of this Agreement shall not be construed as a general waiver by either party, and such waiving party shall be free to reinstate any such term or condition, with or without notice to the other party.

8.8 **Entire Agreement/Amendment.** This Agreement contains the entire agreement between the parties. No change, addition, or amendment shall be valid unless by written agreement executed by both parties.

8.9 **Survival.** The provisions of this Agreement, including, but not limited to, Article IV and Articles VI, shall survive the termination or expiration of this Agreement. .

8.10 **Expenses.** Each party to this Agreement shall pay its own costs and expenses in connection with the arrangement here contemplated.

8.11 **Changes in Law.** It is the intent of the parties that the terms of this Agreement be in strict compliance with applicable law, statutes, rules and regulations including, but not limited to, HIPAA, Medicare fraud and abuse, the legislation and regulations commonly known as Stark, and the private inurement, intermediate sanctions laws and regulations and other provisions of the Internal Revenue Code applicable to non-profit corporations, to the extent applicable to this Agreement. If in the opinion of either party's legal counsel, laws, regulations, interpretations or rulings raise questions regarding the enforceability of this Agreement, or if either party's legal counsel believes strict compliance with this Agreement would not be consistent with any applicable laws, statutes, rules or regulations, or if any authority commences regulatory or enforcement action, the parties shall renegotiate any terms of this Agreement to cure the terms to secure such strict compliance. In the event the parties, after exercising the utmost good faith, have been unable to renegotiate the terms of this Agreement within thirty (30) days from the date of notice of the problem, either party shall be entitled to immediately terminate this Agreement.

8.12 **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8.13 **Binding Effect.** This Agreement shall not become effective or legally binding upon either party until signed by both Provider and School.

**[SIGNATURES APPEAR ON FOLLOWING PAGE]**

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

**WITNESS:**

**SCHOOL:**

**Baldwin-Whitehall School District**

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**WITNESS:**

**PROVIDER:**

**Allegheny Clinic**

\_\_\_\_\_

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 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 therapist 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. Notwithstanding any 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.
- b. 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.

- c. **Professional Services for Eligible Patients.** Once it is determined that a Patient is eligible 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 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.
  - d. **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.
  - e. **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.
  - f. **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 High School 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 and process support groups.

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

<b>Programs</b>	<b>Frequency</b>
<b>Students:</b>	
Student breakfast and lunch groups	At least twice a week
Student mindfulness club	Once a week and afterschool for 1 hour
Student support groups	At least once a week
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	At least three times a week
<b>Faculty/Staff/Administration:</b>	
Ongoing professional development	At least once a month
Classroom consultation	As requested or needed
Faculty/Staff/Administrator Support Groups	At least once a week
<b>Family/Parent/Guardian Education:</b>	
Family Seminars – monthly afterschool seminars to teach skills, provide program updates and elicit feedback.	At least once month
<b>Experiential:</b>	
Virtual CHILL: Utilization of virtual technology to enhance the mindfulness experience	As needed
Mindfulness room and garden for further skills building, practicing and mastering	At least three time a week

2. **Location and Facilities.** The School shall provide a room at the High 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 individualized educational plans (“**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.

**EXHIBIT C**

**AHN Consent to Treat**

**EXHIBIT D**

**AHN HIPAA Authorization**

## **EXHIBIT E**

### **Data Security Requirements**

The terms set forth in these requirements supersede any and all provisions or agreements relating to data security, whether written or oral, regardless of where they might be contained including, but not limited to the Behavioral Health Professional Services Agreement (this “Agreement”), a Statement of Work or any other Exhibit or Appendix.

These requirements apply whenever Provider Data is provided to a School or transmitted through over the School’s network. Provider Data is defined as any sensitive or confidential information.

#### **Data or System Access**

1. If either party is given access, whether on-site or through remote facilities, to any computer or electronic data storage system of the other party in order to provide or receive the Services, the party that receives such access shall limit such access and use solely for the provision or receipt of the Services within the scope of this Agreement and shall not access, or attempt to access, any computer system, electronic file, software or other electronic services other than those specifically required to provide or receive such Services.
2. Under no circumstances shall either party’s personnel access any networks or facilities of the other party for the purpose of accessing other external networks (other than as permitted within the scope of the Services), nor shall any such capabilities for such access be published or made known to unauthorized persons via any medium, as for example and not by way of limitation, posting on bulletin boards, social networks or e-mail.
3. The party receiving access shall limit such access to those of its employees who have need for such access in connection with the Services and shall follow all security rules and procedures for use of the providing party’s electronic resources of which it receives written notice.
4. All user identification names, numbers, passwords, and any information obtained as a result of access to and use of a party’s computer and electronic data storage systems shall be deemed to be, and shall be treated as, confidential information under applicable provisions of this Agreement.

#### **Security Controls and Protections**

1. Either party shall have the right to immediately take any reasonable action to protect itself against any improper act that threatens a party’s networks or infrastructure, including, but not limited to, the right to temporarily restrict access, or at a party’s reasonable discretion, the right to temporarily suspend the affected Services until the problem has been resolved, without being held in breach of contract or breach of any service level; provided, however, that party shall impose the least disruptive restrictions on or suspensions of services as are available to implement the required protections.
2. Neither party shall use back doors, data capture routines, games, viruses, worms, Trojan horses, or SQL injections, and any intentional introduction of such into the other party’s data networks shall be deemed a material breach of this Agreement.
3. Each Party shall use reasonable efforts, through the use of industry standard virus protection software and other customary procedures, to avoid introducing or permitting the introduction of any virus into the other Party’s IT environment.



4. Without limiting anything set forth in this Exhibit, School shall use reasonable efforts to regularly check for and delete viruses and malware in the School systems used by School to provide the Services by way of standard industry virus detection tools.
5. Each party agrees to cooperate with the other in the investigation of any apparent unauthorized access to a party's computer or electronic data storage systems.
6. School must have procedures for managing security incidents which involve Provider Data. If School network is directly connected to the Provider's data network, School must actively involve Provider in their investigation to ensure the incident does not spread to the Provider data network.
7. Without limiting School's obligations as set forth in this Exhibit, if a virus is found in the Provider IT environment, School shall use reasonable efforts to assist Provider in reducing the effects of the virus as such impacts the systems required for School's provision of the Services and, to the extent that the virus causes a loss of operational efficiency or a loss of data, to use reasonable efforts to assist Provider to restore such loss.

### **School Security Controls**

The following provisions are required by all Schools that will receive and/or maintain any Provider data of any fashion:

1. Provide external connections to the Internet that will have network and host based, content based Internet filtering software and other appropriate security controls, including industry standard network and host based intrusion detection and countermeasures that will detect and terminate any unauthorized activity prior to entering the network and host based firewalls maintained by School.
2. Provide: i) industry standard firewalls, both network and device (desktop, laptop, server and other hosts) based, that regulate all data entering School's internal data network from any external source, and which will enforce secure connections between internal and external systems and will permit only specific types of data to pass through; and ii) industry standard encryption techniques that will be used when Provider data and electronic forms of Provider confidential information are transmitted by School on behalf of Provider.

## Exhibit F

### Form Amendment

#### **[REDACTED] AMENDMENT TO BEHAVIORAL HEALTH PROFESSIONAL SERVICES AGREEMENT NON-HOSPITAL Contracted School**

This [REDACTED] Amendment to Behavioral Health Professional Services Agreement (this “Amendment”) is effective as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ 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 \_\_\_\_\_, 2019 [as amended] (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 [REDACTED] - [REDACTED] (this “Renewal Term”).

3. **[Note: If updating Exhibit A] Exhibit A.** During this Renewal Term of the Agreement, Provider shall make available to support the Services, the personnel set forth on a revised Exhibit A attached hereto. The parties agree to replace the Exhibit A attached to the Agreement with the Exhibit A attached hereto.

4. **[Note: If updating Exhibit B] Exhibit B.** During this Renewal Term of the Agreement, 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 above-written.

**WITNESS:**

\_\_\_\_\_

**SCHOOL:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**WITNESS:**

\_\_\_\_\_

**PROVIDER:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

