

FIRST ADDENDUM TO SCHOOL-BASED BEHAVIORAL HEALTH, CONSULTATION AND PREVENTION PROGRAM

THIS FIRST ADDENDUM (“Addendum”) to the **School-Based Behavioral Health, Consultation and Prevention Program** (“Agreement”) is entered into as of this 1st day of August, 2023 (the “Effective Date”), by and between **OhioGuidestone**, an Ohio non-profit corporation (“Provider”) and **Big Walnut Local School District** (“School”).

WITNESSETH:

IN CONSIDERATION of the mutual agreements, promises and covenants contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Provider and School mutually agree to amend the original Agreement dated May 3, 2023 as follows:

- I. For the period August 1, 2023 through July 31, 2024, School may purchase Consultation and/or Prevention services at the rate of \$107 per hour. In the absence of Board funding and/or for services for a student who is uninsured or underinsured, School agrees to pay for services at Provider’s current rate for services. Prior to providing services to a student who is uninsured or underinsured, Provider will inform School that the student’s services will be billed to School pursuant to this Addendum. School agrees to purchase services, Consultation, or Prevention up to a maximum amount of \$125,000 during this period.

All other sections of the original Agreement shall remain the same. If there is a discrepancy between a term in the original Agreement and this Addendum, this Addendum shall control.

IN WITNESS WHEREOF, Provider and School have caused this Addendum to be signed.

OhioGuidestone:

By: _____

Print Name: _____

Title: _____

Date: _____

Big Walnut Local School District:

By: _____

Print Name: _____

Title: _____

Date: _____

School-Based Behavioral Health, Consultation and Prevention Program

This agreement, effective as of May 3, 2023, sets forth the mutual understanding of OhioGuidestone (hereinafter "Provider") and Big Walnut Local School District (hereinafter "School") concerning the provision of behavioral health services and supportive services to students served by the School.

Description of Program:

Provider's School-Based Behavioral Health, Consultation and Prevention Program provides mental health, substance abuse, crisis, case management, prevention and other support services to children, adolescents and young adults from Pre-Kindergarten through High School and beyond. School-based services enable early identification of youth in need. Therapists work from a trauma-informed systemic approach with the goal of building resiliency in the face of trauma and toxic stress. Onsite school services allow providers the ability to consult with school professionals to promote success in the school environment. Outreach to parents/guardians keeps the families connected and assists with addressing issues in the home as needed. Together, providers, school personnel and families work as a team to enhance students' social and emotional well-being.

Description of Services:

Provider may provide the following behavioral health services to referred Medicaid-eligible students, according to licensure and credentials of professional, and as available and diagnostically appropriate:

- Diagnostic Evaluation;
- Psychological Testing;
- Counseling/Psychotherapy, provided in individual, family, and group modalities;
- Psychotherapy for Crisis;
- Psychoeducation Support Services, including Community Psychiatric Supportive Treatment, Therapeutic Behavioral Services, Psychosocial Rehabilitation;
- Psychopharmacologic Management services, including psychiatric evaluation and medication management (may be referral to office-based setting); and
- Other mental health and substance use disorder services, as diagnostically appropriate.

Provider will seek Medicaid reimbursement for all diagnostically appropriate Medicaid –eligible services provided to students enrolled in Medicaid. Private insurance plans typically do not provide payment for services provided in the school setting. As a result, School may purchase the above services for a student who is uninsured or underinsured. The School Principal or his/her designated party shall make such request to Provider in writing.

Provider may also provide Consultation and Prevention services to referred students, teachers and/or classrooms, provided sufficient funding is available from the local Mental Health and Addiction Services Board or other funding source. Consultation and Prevention services may include, but are not limited to, crisis intervention (*not* Psychotherapy for Crisis), classroom observation, education or support groups for students, teacher training, teacher consultation, and outreach to parents. In the absence of Board funding, School may purchase Consultation and/or Prevention services from Provider through a written request from the Principal of the School or his/her designated party.

Provider Responsibilities:

Provider will assign, at a minimum, a qualified mental health specialist or a licensed behavioral health professional to work at the School ("Professional").

Provider staff will:

- Provide professional, certified, and accredited behavioral health services to appropriate youth referred by the School.
- Work cooperatively and in a complementary fashion with local community resources and organizations to meet the needs of referred students.
- Participate in team meetings with School employees to process, problem solve, coordinate, and integrate client services.
- Work cooperatively with School employees to assist in identifying students in need of mental health services.
- Provide services consistent with current state and federal laws and regulations.

Provider will contact the guardian/parent and obtain all necessary informed consent and information necessary to begin service delivery in accordance with applicable law. It is expressly agreed and understood that student participation in the receipt of services is voluntary and based upon the informed consent of his or her legal guardian/parent (or student as set forth below).

Provider is permitted by law to provide behavioral health services to a minor fourteen years of age or older, excluding the use of medication, without the consent or knowledge of the minor's parent or guardian. In such cases, the minor's parent or guardian will not be informed of the services without the minor's consent unless Provider determines that there is a compelling need for disclosure based on a substantial probability of harm to the minor or to other persons, and if the minor is notified of Provider's intent to inform the minor's parent, or guardian. Services provided to a minor with minor's consent alone shall be limited to not more than six sessions or thirty days of services whichever occurs sooner. After the sixth session or thirty days of services Provider shall terminate the services or, with the consent of the minor, notify the parent, or guardian, to obtain consent to provide further services.

With appropriate authorization, Provider will provide ongoing reports to designated school representatives and any other parties identified regarding the student's progress in treatment and status of service delivery.

The School understands and agrees that Provider's employees shall not be placed at the school on a full-time basis, unless agreed upon in writing. Provider, however, shall make best efforts to accommodate schedule change requests and the immediate needs of the school.

School Responsibilities:

Within one month of the beginning of the school year or upon execution of this Agreement, School will send the attached communication on School letterhead to the parents/guardians of students explaining that Provider is located in the School to provide behavioral health and supportive services to students and teachers (see "Attachment A").

School will provide Provider with adequate private office space in which to serve students and maintain equipment and supplies. School agrees that property owned by the Provider, e.g., desks, file cabinets, shall be returned to Provider upon termination of the Agreement. School will provide Provider with District Handbook, Policies, Procedures and Protocol for Emergencies.

The Principal of the School or his or her designee will identify students in need of services, notify the student's guardian/parent of such services, seek initial approval from the guardian/parent for the referral and, with guardian/parent's consent, make a referral to Provider's designee at the School. School will support Provider's efforts in determining insurance eligibility, obtaining written consent and in assessing the student's needs.

School understands that Provider is required by law to protect the confidentiality of information relating to behavioral health services provided to students. As such, School agrees that Provider shall not share information relating to behavioral health services with School without the appropriate authorization / release of information, except as otherwise mandated or permitted by law (e.g., mandated report of abuse or neglect, duty to warn). School will support Provider's efforts to obtain required authorizations from parents or guardians.

If School terminates this agreement, it acknowledges that Provider may continue to provide services to said students at other locations other than the school (i.e. home, community, Provider's office).

Payment and Invoicing:

Payment. Unless services are purchased by School with a request in writing from Principal or his/her designated party, each entity shall cover all costs of performance of this contract individually. Neither company shall reimburse the other company for expenses (mileage, telephone fees, internet access, etc.) incurred as part of performance of this contract.

Provider will seek Medicaid reimbursement for all diagnostically appropriate Medicaid-eligible behavioral health services provided to students enrolled in Medicaid. Provider will seek reimbursement from the local Mental Health and Addiction Services Board (or other identified funding source), if funding has been awarded to Provider and is available, for Consultation and Prevention services and/or behavioral health services provided to uninsured/underinsured students (if applicable).

In the absence of Board funding and/or for services for a student who is uninsured or underinsured, School may purchase services from Provider through a written request from the Principal of the School or his/her designated party. School shall purchase behavioral health services at Provider's then current rate for services (which may change from time to time) (see "Attachment B" for Summarized Ohio Department of Medicaid Fee Schedule). School shall purchase the requested Consultation and/or Prevention services at Provider's then current rate for services (which may change from time to time). Provider's current rate for Consultation is \$107 per hour and Prevention is \$107 per hour. Billable time for services shall be rounded to the nearest whole number.

Invoice. For services purchased by School, Provider shall, within fifteen (15) working days following the last day of each calendar month, submit an invoice to School covering purchased services rendered during such month. The invoice shall separately identify each service included in that invoice, including the name or other identifier of each service recipient, date provided, and charge therefore.

Invoices should be forwarded to:

Big Walnut Local Schools
Attn: Chazity Wrinkle
Email: AccountsPayable@bwls.net
105 Baughman Street Suite A Sunbury, OH 43074

School shall review such invoice for completeness and request any additional necessary changes before making payment. Purchaser shall process, in full, all invoices covering purchased services rendered within thirty (30) days of receipt and such invoice(s) shall be subject to audit and adjustment by Purchaser before and after such payment is made.

Contact Information:

Provider Contact Person(s).

Jillian Cleary, LISW-S
Director, Regional Operations
195 N. Grant Avenue
Columbus, OH 43215
(614) 562-2657

Amanda Wattenberg, IMFT-S, LICDC-CS
Vice President, Regional Operations
195 N. Grant Avenue
Columbus, OH 43215
(614) 562-2657

Provider agrees to maintain Commercial General Liability Insurance with limits of not less than \$1,000,000 each occurrence and \$3,000,000 general aggregate; Business Automobile Liability Insurance covering all owned, non-owned, hired, and leased vehicles of not less than \$1,000,000 combined single limit (bodily injury & property damage); and Worker's Compensation Insurance) relative to any service that its workforce members perform under this agreement .

Term and Termination:

This agreement will remain in effect until either party puts forth a desire to discontinue the relationship in writing and upon thirty (30) day notice. However, if a party breaches this agreement, the non-breaching party may terminate the agreement immediately and without prior written notice to the other party.

Relationship of Parties:

Provider and School agree that no agency, employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this agreement. Provider assumes all responsibility for any federal, state, municipal or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services provided hereunder.

Choice of Law: The laws of the state of Ohio shall govern this agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto. This agreement shall replace any prior agreement between the parties as it relates to the same subject manner.

IN WITNESS WHEREOF, Provider and School have entered into this agreement as of the date written above.



Big Walnut Local School District



Provider

5-5-23
Date

6/2/2023
Date

School Contact Person(s).

Ross Linscott
Director of Student Services
110 Tippet Court
Sunbury, OH 43074
(740) 965-3010

Justin Plummer
Mental Health Specialist
110 Tippet Court
Sunbury, OH 43074
(740) 965-7703

Confidentiality:

Student Information. To facilitate this agreement, School may disclose to Provider student-related records and personally identifiable information contained in such records (collectively, "Student Records"). Pursuant to its obligations under the Family Educational Rights and Privacy Act, 20 USC §1232g, and its implementing regulations, 34 CFR pt. 99, as each may be amended from time to time ("FERPA"), School hereby acknowledges that, in the course of providing the services under this Agreement, Provider is a school official with legitimate educational interests in the Student Records disclosed to Provider, pursuant to 34 CFR §99.31(a)(1). Provider agrees to use, maintain, and redisclose Student Records only in accordance with the requirements of FERPA.

Protected Health Information. Provider shall comply with all applicable state and federal laws regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and 42 CFR, Part 2 (applicable to substance use disorder services). Protected Health Information (PHI) is information received by the Provider that meets the definition of PHI as defined by HIPAA and the regulations promulgated by the United States Department of Health and Human Services, specifically 45 CFR 164.501 and any amendments thereto.

Confidential and Proprietary Information. School and Provider acknowledge that during the engagement workforce members of the other party may have access to and become acquainted with confidential information, including various trade secrets, inventions, innovations, information, business and service processes, methods, client lists, procedures, records and specifications owned or licensed by the other party and/or used by the party in connection with the operation of its business. Each entity agrees that its workforce members will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement.

Insurance:

ATTACHMENT A
[to be sent on School letterhead]

Dear Parent/Guardian:

We are pleased to announce that we have partnered with OhioGuidestone to provide students with access to licensed mental health and addiction prevention and treatment services and/or supportive consultation and prevention services within the school setting.

Our goal is to reduce or eliminate barriers that can prevent students and families from accessing needed support for social-emotional development. OhioGuidestone will work closely with our students, principal, and school administration to support the students and teachers in our school buildings.

If we believe your child would benefit from individualized behavioral health services, a school representative will contact you to discuss the services that may be available to assist your child and to provide additional details about these additional services.

Please feel free to reach out to the school with any questions or to be put in contact with a provider from OhioGuidestone.

Sincerely,

XXXXXXXXXXXX

FY21 Fee Schedule

Note - any rate indicated as "up to" amount will depend on the location and/or the credential of the service provider.
Fee Schedule is based on current Medicaid Rates

Mental Health Services	Rate	Based On
Mental Health Diagnostic Evaluation	\$ 111.11	Per Encounter
Psychological Testing	up to \$78.91	Per Hour
MH Individual Psychotherapy	up to \$82.04	30 min
MH Individual Psychotherapy	up to \$82.05	45 min
MH Individual Psychotherapy	up to \$120.36	60 min
MH Family Psychotherapy	up to \$102.28	Per Encounter
MH Psychotherapy for Crisis	up to \$145.95	1st hour
MH Psychotherapy for Crisis	up to \$69.65	Each additional 30 min
MH Group Psychotherapy	up to \$33.09	Per Encounter
MH Individual Psychotherapy - Prolonged Visit (60) min	up to \$89.90	60 min (each additional)
MH Individual Psychotherapy - Prolonged Visit each additional (30) min	up to \$89.24	30 min (each additional)
Community Psychiatric Support (CPS)	\$ 78.16	Per Hour
Group CPS	\$ 35.96	Per Hour
Therapeutic Behavior Services (TBS) - based on location	up to \$148.68	Per Hour
Group TBS	\$ 35.96	Per Hour
Psychosocial Rehabilitation (PSR) - Community	up to \$105.68	Per Hour
Psychosocial Rehabilitation (PSR) - Office	\$ 82.56	Per Hour
MH Evaluation & Management Service - New Patient Based on Level	up to \$236.92	Per Encounter
MH Evaluation & Management Service - Established Patient Based on Level	up to \$165.15	Per Encounter
MH E & M with Add-On Psychotherapy	up to \$109.53	60 min
MH E & M with Add-On Psychotherapy	up to \$83.03	45 min
MH E & M with Add-On Psychotherapy	up to \$65.37	30 min
Add On Interactive Complexity	up to \$13.81	Per Encounter
MH Nursing Services - Individual - Based on location and credential	up to \$164.00	Per Hour
Day Treatment - Per Diem	up to \$182.66	Per Diem
Day Treat Group	up to \$36.53	Per Hour
Intensive Home Based Treatment (IHBT)	\$ 133.04	Per Hour
SBIRT 39 min and under	\$15.05	29 min and under
SBIRT 30 min and over	\$47.68	30 min and over
ACT	\$615.64	Per Encounter

SUD Services	Rate	Based On
SUD Assessment	\$ 77.22	Per Encounter
SUD Individual Psychotherapy	up to \$82.04	30 min
SUD Individual Psychotherapy	up to \$82.05	45 min
SUD Individual Psychotherapy	up to \$120.36	60 min
SUD Family Psychotherapy	up to \$102.28	Per Encounter
SUD Psychotherapy for Crisis	up to \$145.95	1st hour
SUD Psychotherapy for Crisis	up to \$69.65	Each additional 30 min
SUD Group Psychotherapy	up to \$33.09	Per Encounter
SUD Individual Psychotherapy - Prolonged Visit (60) min	up to \$89.90	60 min
SUD Individual Psychotherapy - Prolonged Visit each additional (30) min	up to \$89.24	30 min (each additional)
SUD Peer Recovery Support	\$ 62.04	Per Hour
SUD Case Management	\$ 78.16	Per Hour
SUD Intensive Outpatient (IOP)	up to \$149.88	Per Diem
SUD Urine Dip	\$ 14.48	Per Screen
SUD Evaluation & Management Service - New Patient Based on Level	up to \$236.92	Per Encounter
SUD Evaluation & Management Service - Established Patient Based on Level	up to \$165.15	Per Encounter
SUD E & M with Add-On Psychotherapy	up to \$109.53	60 min
SUD E & M with Add-On Psychotherapy	up to \$83.03	45 min
SUD E & M with Add-On Psychotherapy	up to \$65.37	30 min
Add On Interactive Complexity	up to \$13.81	Per Encounter
SUD Nursing Services - Individual - based on location and credential	up to \$164.00	Per Hour
SUD Partial Hospitalization	up to \$224.82	Per Diem
SUD Residential	up to \$303.49	Per Diem