

PURCHASED SERVICES AGREEMENT

(INDEPENDENT CONTRACTOR)

The Big Walnut Local Schools Board of Education (the "Board") and **OhioGuidestone** (hereinafter "Contractor") hereby enter into an agreement for the provision of services as an independent contractor as follows:

1. **ENGAGEMENT.** The Board engages Contractor as an independent contractor for the performance of certain services, namely:

School-Based Behavioral Health and Support Services

Insofar as Contractor may have unsupervised access to a child on a regular basis, Contractor may at any time be required to provide a set of fingerprints and be subjected to a criminal records check.

2. **TERM.** This Agreement is effective as of the date signed below and is contingent on the continuation, at current levels of school funding that directly supports the services for which Contractor is retained. Contractor understands that this Agreement shall terminate when any such funding ceases, if applicable. The Board may also terminate this Agreement whenever the Board determines that the services of Contractor are no longer needed. Contractor may terminate this Agreement at his/her option upon thirty (30) days prior written notice to the Board.

3. **PAYMENT.** The Board will compensate Contractor on the following basis:

OhioGuidestone will provide the following services to referred Medicaid-eligible students as diagnostically appropriate: Mental Health Assessment and Service Planning; Mental Health Counseling (provided in individual, family, and group modalities); Community Psychiatric Supportive Treatment and Service Coordination; Psychopharmacologic Management Services (including psychiatric evaluation and medication management) and Other Services, as funding permits. OhioGuidestone will bill Medicaid for all diagnostically appropriate services provided to students enrolled in Medicaid.

The Board may purchase diagnostically appropriate services for a student who may be uninsured or underinsured. The Board may purchase non-diagnostic services. These services shall be purchased according to OhioGuidestone's current rate for services (which may change from time to time upon prior written notice). The Contractor's current rates for services are as follow:

Diagnostic Services

- Behavioral Health Counseling – \$90.00 per hour
- Group Therapy – \$39.48 per hour
- Community Psychiatric Supportive Treatment (CPST) – \$85.32 per hour
- Mental Health Assessment – \$130.00 per hour
- Pharmacological Management – \$210.87 per hour

Non-diagnostic Services

- Consultation – \$90.00 per hour
- Classroom Observation – \$90.00 per hour

Compensation for services purchased by the Board shall be payable on a monthly basis, as determined by the Board. These payments shall be payable without deduction, including no deduction for federal income, Social Security, or state income taxes.

4. **DUTIES.** Contractor shall hold himself/herself available to render, and shall render at the request of the Board, the services set forth in paragraph 1 above for the benefit of the Board. Contractor shall devote such time as may be reasonably required to perform Contractor's duties under this Agreement. Contractor will maintain, for the duration of this Agreement, any certificate or license required by law to perform the services required by this Agreement. The Board agrees that school personnel will refer students for services, and support OhioGuidestone's efforts in determining insurance eligibility and in assessing client needs.

5. **FACILITIES.** While this Agreement is in effect, the Board will make available to Contractor adequate private office space and physical facilities as may be reasonably necessary to Contractor to perform the terms of this Agreement.

6. INDEPENDENT CONTRACTOR. In consideration of this Agreement, Contractor acknowledges, recognizes, and defines himself/herself as being an independent contractor of the Board and not an employee of the Board. Any claims to employee status are hereby waived. The Board shall carry no Workers' Compensation insurance or any health or accident insurance to cover Contractor (or Contractor's employees, if any). Contractor shall not be a participant in any fringe benefits of the Board, including pension or profit sharing plans, life insurance, paid vacations, or paid holidays. The Board shall not pay any contribution to Social Security, unemployment insurance, federal or state withholding taxes, nor provide any other contributions or benefits which might be expected in an employer-employee relationship. Contractor agrees to report and pay any contributions for taxes, unemployment insurance, Social Security and other benefits for himself/herself and his/her employees, if any. Contractor shall determine the manner in which the work shall be performed and shall determine the specific procedures to be performed to render the services requested by the Board. Contractor shall exercise independent professional judgment in the rendering of services for the Board.

7. RISK. Contractor shall perform work under this Agreement at Contractor's own risk. Contractor shall indemnify and hold harmless the Board from any claim, demand, loss, liability or damage which may be suffered by the Board as a consequence of Contractor's actions or omissions.

8. DISCLOSURE OF INFORMATION. Contractor shall not disclose or appropriate to his/her own use, or to the use of any third party, at any time during or subsequent to the term of this Agreement, any secret or confidential information of the Board of which Contractor becomes informed during Contractor's relationship with the Board, whether or not developed by Contractor, including, but not limited to, personally identifiable student information.

9. ENTIRE AGREEMENT AND RELEASES. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement, whether written or oral. This Agreement supersedes any prior written or oral agreements between the parties. Each of the parties hereby releases and discharges the other from any and all obligations and liabilities previously existing or now existing by reason of any prior agreement or relationship, it being the intention of the Board and Contractor that this Agreement shall supersede and be in lieu of any and all prior agreements or understandings between them.

10. AMENDMENT. This Agreement may be modified or amended if the amendment is in writing and signed by both parties.

11. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds any provision of this Agreement is invalid or unenforceable, but by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

12. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel compliance with every proviso of this Agreement.

13. APPLICABLE LAW. This Agreement shall be governed and construed accordance with Ohio law.

IN WITNESS WHEREOF, the parties have signed this Agreement on the dates shown below:

OHIOGUIDESTONE

Date

BIG WALNUT LOCAL SCHOOLS

Date