

**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 _____, 2024 by and between **Allegheny Clinic**, a Pennsylvania nonprofit corporation (“Provider”) and **Chartiers Valley School District** (“School”).

RECITALS:

WHEREAS, Provider and School entered into that certain Behavioral Health Professional Services Agreement effective as of August 1, 2023 (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.** In accordance with the terms of the Agreement, the parties have agreed to enter into a Renewal Term for the Contract Year 2024 - 2025 (this “Renewal Term”).
3. **Proprietary Rights.** A new Article VII, Proprietary Rights, shall be added to the Agreement as follows:

**ARTICLE VII
PROPRIETARY RIGHTS**

7.1 **Ownership.** School acknowledges and agrees that all rights, title and interest in and to all trademarks, copyrighted materials, patents, trade secrets, technology, tools, methods, know-how, show-how, techniques, proprietary information, and any other intellectual property related to the Chill Project by AHN and any associated Services provided under this Agreement, including all improvements, modifications, or derivative works thereof (“Chill Project IP”) shall be owned and retained solely and exclusively by Provider or its affiliates including Allegheny Health Network, as applicable. For clarity, Chill Project IP shall be considered and treated as Confidential Information of Provider under this Agreement.

7.2 **No Modifications.** School shall not make, nor permit any third-party to make, any modifications or derivative works to the Chill Project IP without Provider’s prior written consent. Prohibited modifications include, for example and without limitation, the display or incorporation of any political or cultural flags, banners, signs, clothing, or other materials in connection with any of the Chill Project IP, including in connection with the Chill room and any healthcare provider’s office space, examination room, or health care treatment area, all of which are expressly prohibited without Licensor’s express written consent. School understands that the Chill Project IP is developed for potential use with any and all persons seeking the benefit of services that are made available through the Chill Project IP, and therefore any political or cultural flags, banners, signs, clothing, or other materials or modifications, have the potential to alienate or offend certain individuals seeking the benefit of the Chill Project IP and associated services provided under this Agreement.

4. **Exhibit A.** During this Renewal Term of the Agreement, Provider shall make available to support the Services, the personnel set forth on Exhibit A attached hereto.

5. **Exhibit B.** During this Renewal Term of the Agreement, Provider shall provide the Services in exchange for the fees as set forth on Exhibit B attached hereto.

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

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

8. **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.

SCHOOL:

Chartiers Valley School District

By: _____
Name: Darren G. Mariano
Title: School Board President

PROVIDER:

Allegheny Clinic

By: _____
Name: Donald Whiting, M.D.
Title: President

EXHIBIT A

List of Personnel

1. For Professional Services described on Exhibit B: 1 full-time master's level therapist to provide the Professional Services described on Exhibit B.
2. For Educational Services described on Exhibit B: 1 full-time behavioral health school educator to provide Educational Services described on Exhibit B, and, as applicable, one or more part-time educators (expressive artist(s)).

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 by AHN Overview.** The Provider's Chill Project by AHN is a comprehensive school-based program that serves to facilitate a mindfulness informed transformation of the school community. The Chill Project by AHN 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 by AHN within the School.
- B. Schools within the District.** The Provider shall provide the Services listed below at the following school(s) within the School district:

Chartiers Valley High School

50 Thoms Run Road
Bridgeville, PA 15017

Chartiers Valley Middle School

50 Thoms Run Road
Bridgeville, PA 15017

Chartiers Valley Intermediate School

2030 Swallow Hill Road
Pittsburgh, PA 15220

Chartiers Valley Elementary School

125 Thoms Run Road
Bridgeville, PA 15017

- 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, and provided that any Educational Services continue to be provided under this Agreement. 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.
- i. Students may be referred through School district staff, a provider, and/or the Student Assistance Program (SAP). Students who are referred will receive an 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.

- ii. Students may also be referred by the School for Professional Services that are mandated as part of the Student’s Individualized Education Plan (“**IEP**”). For Students who are referred for Professional Services pursuant to his/her IEP, the Students will be registered as a Patient which requires the School Student Assistance Team or another School related person to call the Provider Outpatient Clinic in which the initial appointment with the Provider’s master level therapist will be scheduled.
- iii. 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.

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 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 or as mandated by the Student’s IEP:

- 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.

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. For school district holidays or closures that do not coincide with AHN holidays, the master level therapist, unless sick/PTO days are taken by the master level therapist, will provide office hours at the assigned location, or if such location is not open, office hours at the Provider's Outpatient Clinic. 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 Services will have access to the Outpatient Clinic front desk during regular business hours. Before and after school, as well as on weekends and AHN holidays in which the Provider's Outpatient Clinic is closed, patients in an emergency should call RESOLVE, a 24/7 mental health crisis response service, at 1-888-796-8226, or 911. For non-emergency, patients may leave a voicemail with the clinic and their call will be returned within 24 to 48 hours from the start of the next business day.

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 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, except for Professional Services provided pursuant to an IEP Plan.

In exchange for the Professional Services provided to a Patient pursuant to an IEP Plan, School shall pay Provider a fee per Professional Services as set forth below to be paid within thirty (30) days after receipt of the invoice for such Professional Services to the Provider.

Billing fee schedule:

Evaluation by Master-level therapist level clinician \$252.30

15-30 min of psychotherapy \$110

31-45 min of psychotherapy \$144

46-60 min of psychotherapy \$212.50

MH crisis counseling/management \$30/15 minutes for duration

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. In the event that the Educational Services are terminated for any reason, then Provider shall have the right to terminate the provision of Professional Services upon written notice.

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.

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	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

Expressive arts program(s) for improved behavioral health	As applicable and mutually agreed upon
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2. **Location and Facilities.** The School shall provide a room at the school that is designated solely as the Chill 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 Three Hundred Thousand (\$300,000.00 (\$75,000.00 per school) for the 2024-2025 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 no later than November 1, 2024, unless otherwise agreed by Provider and School. The parties acknowledge that the Fees are intended to encompass the cost of providing all of the Services to School including without limitation the Educational Services, supervisory oversight, and anticipated gaps in Professional Services billing. The Fees are anticipated to increase approximately 3% in each successive year, as determined by the applicable Exhibit.

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