

School-Based Behavioral Health, Consultation and Prevention Program

This agreement, effective as of November 1, 2023, sets forth the mutual understanding of OhioGuidestone (hereinafter “Provider”) and Galion City 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 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.

Consultation – Provider will be available to provide consultation services to referred students, teachers and/or classrooms for 3 days per week when students are present. For example, consultation services will not be provided on snow days, school breaks and holidays. Consultation time services may include, but is not limited to, crisis intervention, classroom observation, education or support groups for students, teacher training, teacher consultation, and outreach to parents.

Provider Responsibilities:

Provider will assign, at a minimum, two qualified mental health specialists or licensed behavioral health professionals to work at the School (“Professional”). Professionals shall be available for approximately 3 days per week, subject to Provider’s vacation, holiday, and leave policies.

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:

Cost of Consultation Services. School agrees to pay Provider \$700 per day per Professional to have Professionals available to School for the time described in this agreement.

Payment. 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.

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).

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:

Galion City Schools
Attn: Jeff Hartmann
470 Portland Way North
Galion, OH 44833

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).

Kasey Bisch
Regional Director
1199 Delaware Ave, Suite 107
Marion, Ohio 43302
740-725-7785

Amanda Wattenberg
Regional Vice President
195 N. Grant Ave Suite 250
Columbus, Ohio 43215
614-653-2384

School Contact Person(s).

Jeffrey Hartmann

Superintendent
470 Portland Way
Galion, Ohio 44833
419-468-3432 ext 11001

Charlene Parkinson
Treasurer
470 Portland Way
Galion, Ohio 44833
419-468-3432 ext 11003

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:

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. Annually, the parties shall review this agreement, including the fees charged. This agreement may be amended at any time by written instrument agreed to and signed by all parties.

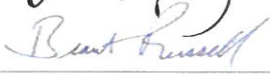
Relationship of Parties:

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.



Gallion City School District


Provider

11/20/23
Date
11/22/2023
Date

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

OHIOGUIDESTONE FEE SCHEDULE SUMMARY

Effective 1/1/2023

Rates for additional services are available by contacting OhioGuidestone

MH Services	Rate	Based On
Mental Health Diagnostic Evaluation	\$222.22	Per Encounter
Psychological Testing	\$194.74	Per Hour
MH Individual Psychotherapy, 30 minutes	\$107.28	30 min
MH Individual Psychotherapy, 45 minutes	\$139.48	45 min
MH Individual Psychotherapy, 60 minutes	\$204.62	60 min
Interactive complexity	\$23.48	Per Encounter
MH Family Psychotherapy without client present	\$173.88	1 encounter up to 50 minutes
MH Family Psychotherapy with client present	\$171.22	1 encounter up to 50 minutes
MH Psychotherapy for Crisis, first 60 minutes	\$291.90	1st hour
MH Psychotherapy for Crisis, each additional 30 minutes	\$139.30	Each additional 30 min
MH Group Psychotherapy	\$66.18	Per Encounter
Community Psychiatric Support (CPST)	\$156.32	Per Hour
Group CPST	\$71.92	Per Hour
Therapeutic Behavior Services (TBS)	\$228.72	Per Hour
Group TBS	\$365.32	Per Hour (less than 2.5 hrs.)
Psychosocial Rehabilitation (PSR)	\$162.56	Per Hour
New Patient Office Visit E&M - Outpatient	\$98.76	Per Encounter
New Patient Office, EPF: EPF: Straightforward	\$169.34	Per Encounter
New Patient Office, DET: DET: Low	\$245.86	Per Encounter
New Patient Office, COMP: COMP: Moderate	\$377.02	Per Encounter
New Patient Office, COMP: COMP: High	\$473.84	Per Encounter
E&M Estab Patient Office	\$44.62	Per Encounter
Est. Patient Office, PF: PF: Straightforward	\$73.46	Per Encounter
Est. Patient Office, EPF: EPF: Low	\$124.28	Per Encounter
Est. Patient Office, DET: DET: Moderate	\$183.41	Per Encounter
Est. Patient Office, COMP: COMP: High	\$247.74	Per Encounter
Prolonged Visit, first 60 mins	\$114.63	First 60 minutes
Prolonged Visit, each >30 mins	\$113.78	Additional 30 minutes
30-minute psychotherapy add-on code	\$107.28	30 minutes
45-minute psychotherapy add-on code	\$166.06	45 minutes
60-minute psychotherapy add-on code	\$219.06	60 minutes
LPN Nursing	\$45.08	Per 15 minutes
RN Nursing in the community	\$82.00	Per 15 minutes
RN Nursing in the office	\$63.84	Per 15 minutes
TBS Group Service (Day Treatment)	\$73.06	Per hour less than 2.5 hours
TBS Group Service (Day Treatment)	\$365.32	Per diem if 2.5 or more hours
Intensive Home Based Treatment (IHBT)	\$66.52	Per 15 minutes
High Intensity Residential Treatment ASAM 3.5	\$427.40	Per Diem
Low Intensity Residential Treatment ASAM 3.1	\$305.52	Per Diem
Assertive Community Treatment (ACT)	\$503.82	Per Diem

SUD Services	Rate	Based On
SUD Assessment	\$222.22	Per Encounter
SUD Individual Psychotherapy, 30 minutes	\$107.28	30 min
SUD Individual Psychotherapy, 45 minutes	\$139.48	45 min
SUD Individual Psychotherapy, 60 minutes	\$204.62	60 min
SUD Family Psychotherapy without client present	\$173.88	1 encounter up to 50 minutes
SUD Family Psychotherapy with client present	\$171.22	1 encounter up to 50 minutes
SUD Psychotherapy for Crisis, first 60 minutes	\$291.90	1st hour
SUD Psychotherapy for Crisis, each additional 30 minutes	\$139.30	Each additional 30 minutes
SUD Group Psychotherapy	\$66.18	Per Encounter
SUD Peer Recovery Support	\$31.02	Per 15 minutes
SUD Case Management	\$39.08	Per 15 minutes
SUD Intensive Outpatient (IOP)	\$224.82	Per Diem with minimum length of 2 hours 1 minute
SUD Urine Dip	\$28.96	Per Encounter
AOD Group Counseling	\$18.74	Per 15 minutes
Smoking Cessation	\$16.04	Greater than 3 up to 10 mins
SBIRT	\$50.10	Encounter from 15 to 30 mins
SUD PH (Partial Hospitalization)	\$337.23	Per Diem with minimum length of 3 hours 1 minute