



3230 William Pitt Way
Pittsburgh, PA 15238

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www.fswp.org

May 7, 2013

Dr. Timothy Glasspool
Plum Borough School District
900 Elicker Road
Plum, PA 15239

Dear Dr. Glasspool:

Enclosed please find the contract between Family Services of Western PA and Plum Borough School District for Student Assistance Services for the 2013/2014 school year.

Student Assistance Services are provided to the students, parents/guardians, and staff of Plum Borough School District free of charge because of the availability of state and county funding. The amount of time allotted to each district is based on this funding. Please review the enclosures carefully for your approval. If we need to discuss any of the specifics, please feel free to call me as soon as possible so that we can make any necessary adjustments. You will also notice the Business Associate Amendment. This is part of all FSWP contracts in order to be in compliance with Health Insurance Portability and Accountability Act (HIPAA) and the HiTech Act of 2009. The HiTech Act required changes to the business associate agreements which are included in the revised agreement. FSWP is committed to maintaining the confidentiality of our consumers and their records and makes the same commitment to those we contract with and the populations they serve.

Should you find this agreement to be acceptable, please sign both copies of the agreement and return one copy to:

Kathy Logan
Family Services of Western Pennsylvania
310 Central City Plaza
New Kensington, PA 15068

If you have any questions regarding this agreement, please call me at (724) 226-0664 ext. 3832. We appreciate your willingness to develop a positive working relationship for our consumers.

Sincerely,

Kelley Austin, Ph.D., NCC, LPC, CADC, CDDP
Coordinator
Drug and Alcohol & Student Assistance Programs

Enclosures



Family Services of Western Pennsylvania, a United Way agency, is accredited by the Council on Accreditation of Services for Families and Children, Inc. Family Services of Western Pennsylvania is a non-profit organization declared tax-exempt by the federal government under section 501(C) 3 of the IRS code and the Commonwealth of Pennsylvania. A copy of our official registration may be obtained from the Pennsylvania Department of State by calling toll-free from within Pennsylvania 800-732-0999. Registration does not imply endorsement. All donations to Family Services of Western Pennsylvania are tax deductible to the full extent of the law.

**AGREEMENT BETWEEN
FAMILY SERVICES OF WESTERN PENNSYLVANIA
AND
PLUM BOROUGH SCHOOL DISTRICT**

THIS AGREEMENT is entered into this the 1st day of July 2013 between Family Services of Western Pennsylvania (hereinafter "FSWP") with offices at 3230 William Pitt Way, Pittsburgh, PA and Plum Borough School District (hereinafter "DISTRICT") with offices at 900 Elicker Road, Plum, PA 15239.

RECITALS

WHEREAS, DISTRICT has the authority, according to the By Laws approved by the Board of Trustees, to enter into agreements for the purpose of providing professional services; and

OR

WHEREAS, DISTRICT is a sole proprietor (partner in a partnership, or a professional corporation) and is able to enter into agreements for the purpose of providing professional services; and

WHEREAS, FSWP has extensive experience and expertise in providing mental health services, and is in the business of providing such professional services, and is willing to provide Student Assistance Liaison services at DISTRICT offices; and

WHEREAS, FSWP has the authority, according to the By Laws approved by the Board of Trustees, to enter into agreements for the purpose of furthering the Mission of FSWP;

NOW THEREFORE, the parties intending to be legally bound do hereby mutually covenant, promise and agree as follows:

ARTICLE I. SCOPE OF SERVICES

1.1 Services Provided. The Provider agrees to provide the following services as an ad hoc member of the District's Student Assistance Program.

- a. Consultation and education of all core teams as the Drug and Alcohol Liaison. The Provider will attend regularly scheduled meetings for the purpose of referrals, case management, and follow-up services.
- b. Initial screening of identified students referred through the core team. These screenings will be provided only after a core team member has initially screened the identified student. Initial screenings may be provided for both mental health and substance abuse issues. This service will be provided only with **parental permission** in accordance with District and Provider policies.
- c. Referral services for identified students. Referral services include identification of agencies and/or resources that could serve the needs of identified students and their families. The Provider may assist the identified student and/or family in linking up with the appropriate resources. The Provider may act as the liaison between the identified DISTRICT/service and the District to ensure effective communication.
- d. Crisis intervention and supportive monitoring with parental permission for those identified students referred through the core team.
- e. Postvention services to school personnel and students after a disaster or tragic loss. See attached Postvention Protocols for more information.
- f. Aftercare services with **parental permission** for those identified students who have returned to school following participation in an alcohol and other drug rehabilitation program or following participation in an inpatient psychiatric program. These services may include individual and group services.

1.2 Population Served. Services are to be provided to: High school and junior high school students, parents/guardians, faculty and staff of Plum Borough School District.

ARTICLE II. PROBLEM RESOLUTION

A "problem" under Article II is hereby defined as any issue that arises relating to the quality of level of service provided hereunder, including but not limited to response time, but which falls short of constituting a material breach of the Agreement. DISTRICT and FSWP agree to engage in problem resolution activities that will minimize interference with service delivery. Problem resolution will occur at the earliest opportunity and at the most appropriate administrative level. If problems are not resolved informally, these activities will include, but are not limited to the following:

- 2.1 The parties to this Agreement will have equal responsibility for the identification and resolution of problems which may arise in its implementation.
- 2.2 Each party will notify the other party in writing and personally when a problem exists, and a meeting to discuss and resolve the problem will occur within five (5) working days. Each party shall have a supervisory staff or upper level management present for such meeting.
- 2.3 Any controversy, claim or dispute between the parties concerning this Agreement or the breach there of shall be finally settled by arbitration in Pittsburgh, Pennsylvania pursuant to the rules of the American Arbitration Association. In such instances, it is agreed that the dispute shall be submitted to final and binding arbitration by one arbitrator, provided, however that either party may request that there be three arbitrators, in which case each party shall select one arbitrator, and the two arbitrators so selected shall select a third. All costs of arbitration (other than the costs of a party's own witnesses and professional advisors) shall be paid by the nonprevailing party.

ARTICLE III. SERVICE AGREEMENT REVIEW

DISTRICT and FSWP agree to meet with appropriate personnel and review the terms of this Agreement, at least semi-annually, to ensure that such terms are being met, recipients are being appropriately identified and planned for in a timely manner, and that problem resolution is occurring as needed.

ARTICLE IV. COLLABORATIVE RESPONSIBILITIES

4.1 The District agrees to and shall provide the following:

- a. Appropriate space in the school where services can be provided with safety and privacy to protect student confidentiality.
- b. Internet access either via network jack connection or wireless connection and access to a network printer. FSWP will provide its own laptop computer.
- c. Copies of the District's school calendar and special activities, as well as policies, which may affect Student Assistance Program Services. These include, but are not limited to, suicide, alcohol, tobacco and other drugs, weapons, harassment, and discipline problems.
- d. Parent and/or community notification of the Student Assistance Program and the services to be provided in the schools.
- e. Faculty, pupil personnel, and pupil orientation to the Student Assistance Program, staff services, and referral procedures.

- f. Scheduling assistance in setting appointments between student and the ad hoc liaison.
- g. Release time as established by the core team for those referred students. Time of sessions will be designed so that the loss of instructional time is minimized. Release time shall coincide with the normal school day.
- h. Identification and referral of students in need of services by the core team.
- i. Meet with all students referred for screenings in order to explain the referral and obtain their permission, and
- j. Contact parent or guardian of identified students in order to explain referral, gather information, and obtain permission to involve the students in services.

4.2 **Goals or objectives of collaboration:** Provide SAP orientation to school staff; provide prevention education to underage students to assist them on the use of alcohol, tobacco, and other drugs; screen identified students for barriers to their school progress; provide referrals to parents identifying community supports.

4.3 **Coordination and/or case management of the services for consumers served under this contract will be provided by:** The SAP Liaison will provide the linkage between the student family and mental health, drug and alcohol, support groups, and other community-based services.

4.4 **Other duties:** Duties are specified in the Scope of Services (Article 1. Section 1.1)

4.5 **Service Authorization**

Procedures for how referrals are authorized including acceptance/rejection:

4.6 **Procedures for sharing information:** FSWP agrees to and shall submit data regarding the Student Assistance Program as requested to the Department of Health, Education, and Public Welfare.

4.7 **Confidentiality**

Confidentiality and privacy laws and regulations will be followed with no disclosure of consumer information without appropriate consent for services and authorization to release information signed by the consumer and/or authorized party. See Article 6.8 and Business Associate Amendment in Appendix A.

ARTICEL V. TERM AND TERMINATION

- 5.1 Term. The term of this Agreement shall commence on 07/01/2013 and expire on 06/30/14.
- 5.2 Termination. Either party may terminate this Agreement without cause by giving the other party at least thirty (30) days advance written notice. In addition, either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided such breach continues for 15 days after receipt by the breaching party of written notice of such breach from the non-breaching party.
- 5.3 Effect of Termination. In the event of termination, upon the effective date of termination for this Agreement, neither party shall have any further rights or obligations hereunder except for those rights and obligations that survive termination of this agreement, or arise as a result of any breach of this Agreement or related to indemnification.