



**LETTER OF AGREEMENT**

**FAMILY SERVICES OF WESTERN PENNSYLVANIA**

**AND**

**PLUM BOROUGH SCHOOL DISTRICT**

This Agreement, made and entered into by and between Plum Borough School District and Family Services of Western Pennsylvania.

WHEREAS, both parties are desirous of developing a positive working relationship for consumers requiring behavioral health services including mental health, drug and alcohol treatment or rehabilitation services;

NOW, THEREFORE, it is agree as follows:

Family Services of Western Pennsylvania will work collaboratively with Plum Borough School District in accordance with the Family Services referral procedure. Referrals may be made by any agency staff or department. Family Services of Western Pennsylvania provides the following services:

Outpatient Counseling	Family Based	Drug & Alcohol Counseling
School Based Counseling	Psychiatric Rehab	Acute Partial Hospital
MR Residential	Social Rehabilitation	Student Assistance Program
Crisis Respite	MH Residential	Psychiatric Services
Interfaith Volunteer Caregivers	Vocational Services	Service Coordination (TCM)
APPRISE Program	ParentWISE Program	Transition Age Services (CORE)
Child & Adolescent Partial Programs	Drop-In Centers	
Adolescent Crisis Stabilization & Diversion		

Plum Borough School District will work collaboratively with Family Services referrals in accordance with its referral procedures. Referrals may be made by any agency staff or department.

Plum Borough School District provides the following services:

Educational services

This agreement does not obligate either agency to provide services without prior arranged financial agreement. The responsibility of payment for any services rest with the participant (consumer) unless otherwise state by either agency. All referred individuals will be subject to the entrance criteria of the respective programs.

Plum Borough School District and Family Services upon receiving the proper release of information authorization as required by law, agree to provide the other with pertinent information directly related to the treatment or care of a consumer subject to the state and federal regulations including the Health Insurance Portability & Accountability Act (HIPAA). Such information cannot be re-released to any other party or agency.

Both agencies will provide for continued cooperation and coordination concerning aftercare plans.

Neither Plum Borough School District nor Family Services of Western Pennsylvania is acting as agent for the other and each will hold the other harmless for any loss, damage or expense arising out of the services.

This agreement shall become effective on February 27, 2013 and shall continue for (2) two years, however, to the right of either party may terminate the agreement by affording the other party 60 days written notice.

In Witness thereof, the undersigned parties have executed this agreement.

Juan B. Donatelli 2/12/13  
Witness Date

[Signature] 2/15/13  
Family Services of Western Pennsylvania Date  
President and Chief Executive Officer

\_\_\_\_\_  
Witness Date

\_\_\_\_\_  
Dr. Timothy Glasspool Date  
Superintendent

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

**THIS AGREEMENT** is entered into this the 1st day of July 2012 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 assessment of identified students referred through the core team. These assessments will be provided only after a core team member has initially screened the identified student. Initial assessments 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.
- 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 assessments 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 02/27/2013 and expire on 06/30/13.

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.

## ARTICLE VI. GENERAL PROVISIONS

- 6.1 Independent Contractor Status. It is acknowledged and agreed that the relationship created by this agreement is one of Independent Contractor and not an employment relationship.
- a. FSWP shall have exclusive control over the details, manner and method by which it completes his/her duties under this Agreement.
  - b. Because FSWP makes the services available to the general public, FSWP is permitted to provide services to any number of other facilities or businesses unrelated to the DISTRICT.
  - c. FSWP shall not have any authority to act on or on behalf of or to bind DISTRICT in any manner except as expressly authorized in writing in advance by DISTRICT'S Executive Director.
- 6.2 FSWP Representations. The FSWP warrants and represents now and throughout the life of this Agreement that:
- a. **Licensure:** FSWP is duly authorized and licensed as a Mental Health and Drug and Alcohol facility by the Commonwealth of Pennsylvania. A copy of the license is to be included with the signed contract and submitted upon re-licensure biannually (if applicable).
  - b. **Special Training:** FSWP maintains that specialized training in SAP Service Delivery, prevention services, and DISTRICT specified training has been obtained and documentation of this is attached to the signed contract (if applicable). Include copies of undergraduate and graduate degree diplomas and post graduate training certificates.
  - c. **Child Abuse:** FSWP maintains that there have been no child abuse or child neglect charges made against the FSWP. FSWP staff and subcontractors has submitted the Pennsylvania Child Abuse History Clearance report to FSWP's Human Resources Department prior to providing services and are available upon request. Applicable when services are for children.
  - d. **Criminal Background:** FSWP maintains that staff and subcontractors has submitted to the FSWP's Human Resources Department a Criminal Record Check or the FBI background report prior to providing services and are available upon request.
- 6.3 FSWP Liability and Risk Management.
- 1) **Insurance Coverage:** FSWP will carry professional liability insurance for the duration of this Agreement with not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in aggregate annually.
  - 2) **Documentation of Insurance Coverage:** With this Agreement, the FSWP will submit a certificate of liability insurance evidencing the required minimum coverage to FSWP. FSWP will name the District as another named insured.
  - 3) **Changes in Insurance Coverage:** FSWP shall give the District thirty (30) days written notice of changes in insurance coverage.
  - 4) **Insurance Rating:** The above-specified insurance shall be obtained from companies that have at least an "A" rating in Best's Guide or the equivalent.

- 5) **Notice of Lawsuit:** Within sixty (60) days of service of process, the FSWP will notify DISTRICT of any lawsuit involving the indemnification provided for in Section 6.3(8). Failure to provide such notice shall not relieve FSWP of its obligation to provide indemnification. However, the FSWP shall be responsible for any additional costs of defense incurred due to its failure to provide such notice within sixty (60) days.
- 6) **Choice of Legal Counsel:** FSWP retains the right to choose legal counsel in all matters for which it is providing indemnification.
- 7) **Accreditation:** FSWP is accredited by the Council on Accreditation. Documentation of such accreditation must be attached with signed contract if applicable.
- 8) **Idemnification:** The FSWP shall protect, defend, indemnify and hold District harmless from and against any and all costs, expenses (including reasonable attorney fees), liabilities, losses, damages, suits, actions, fines, penalties, claims and demands of any kind arising out of or in any way connected with any accidents, death, personal injury or property damage occurring as a result or arising out of this Agreement which were caused directly or indirectly by the FSWP or any of its servants, employees, agents, contractors, invitees or licensees.

#### 6.4 DISTRICT Liability and Risk Management.

- 1) **Insurance Coverage:** DISTRICT will carry general liability insurance for the duration of this Agreement with not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in aggregate annually.
- 2) **Documentation of Insurance Coverage:** With this Agreement, the DISTRICT will submit a certificate of liability insurance evidencing the required minimum coverage to FSWP. DISTRICT will name FSWP as another named insured.
- 3) **Changes in Insurance Coverage:** DISTRICT shall give FSWP thirty (30) days written notice of changes in insurance coverage.
- 4) **Insurance Rating:** The above-specified insurance shall be obtained from companies that have at least an "A" rating in Best's Guide or the equivalent.
- 5) **DISTRICT Indemnification:** DISTRICT shall indemnify and hold harmless FSWP against any claims, liabilities, damages, and expenses, incurred by the DISTRICT in defending or compromising actions brought against the DISTRICT arising out of or related to the acts or omissions of the DISTRICT or its employees in connection with the operation of the DISTRICT.
- 6) **Survival of Indemnification:** The indemnification described above shall not be limited by reason of the enumeration of any insurance coverage herein provided, and it shall survive the termination of this Agreement.
- 7) **Notice of Lawsuit:** Within sixty (60) days of service of process, DISTRICT shall notify FSWP of any lawsuit involving the indemnification provided for above. Failure to provide such notice shall not relieve DISTRICT of its obligation to provide indemnification. However, DISTRICT shall be responsible for any additional costs of defense incurred due to its failure to provide such notice within sixty (60) days.

8) **Choice of Legal Counsel:** DISTRICT retains the right to choose legal counsel in all matters for which the FSWP is providing indemnification.

6.5 Agreements with Employees. Each party shall obtain and maintain written agreements with each of its employees and subcontractors who participate in any of the collaborative work hereunder. Such agreements shall contain terms sufficient for each party to comply with all provisions of the Agreement and to support all grants and assignments of rights and ownership hereunder. Such agreements also shall impose an obligation of confidence on such employees and subcontractors with respect to FSWP's confidential information.

6.6 Discrimination. FSWP shall comply with all applicable rules and regulations with respect to prohibition against discrimination because of sex, handicap or disability, color, race, age, national origin and religious creed, as prohibited more specifically by inter alia Pennsylvania Human Relations Act, Title VI and VII of Civil rights Act of 1964, title IX of the Education Amendments of 1972, Americans with Disabilities Act (ADA) P.L. 101-336, Age Discrimination in Employment Act and Section 504 of the Rehabilitation Act of 1973. The DISTRICT will also assure that they comply with the American's with Disabilities Act (ADA) P.L. 101-336 (if applicable), having removed barriers to access or made appropriate accomodations for consumers and staff as necessary.

6.7 Compliance with Law. Each party agrees to comply with all applicable state and federal laws. Additionally FSWP and the District agree that this Agreement shall be supplemented by, included by reference, and be governed by:

The provisions of the Public School Code of 1949, as amended, 24 P.S. 1-101 et seq; Any other statutory or regulatory provisions regulating the subject matter hereof, and The District's alcohol, tobacco, and other drugs policy, suicide/high-risk policy, weapon policy, record release policy, and other policies regulating or regarding the Student Assistance Program.

6.8 Confidentiality.

a. **Consumers**

Each party shall require agents, servants and employees to ensure that persons counseled, treated, rehabilitated or otherwise served are secure in the confidentiality of their records, names and identities except as law requires disclosure. Each party will follow all State and Federal law and regulations in regard to confidentiality including but not limited to:

MH Treatment records	50 P.S. § 7111
Mental Health Manual	55 Pa. Code § 5100.31-39,
Licensed Psychologist	42 PA.C.S.A. § 5944
Mental Retardation Manual	55 Pa. Code § 6400.211-218,
State Drug Abuse and Alcohol	71 P.S § 1690.104, 1690.108 (c)1690.112
Federal Drug Abuse	42 CFR Part 2, §2.22-13, 2.31-5, 2.51-3
Child Abuse Reports	11 P.S. §2215
Adoption	11 P.S. §2505, 23 Pa. C.S.A. §2905
HIV-Related Information	35 P.S. §7601
Older Adult Protective Services	35 P.S. §10225.101
Health Insurance Portability and Accountability (HIPAA)	42 C.F.R., Parts 160 and 164
HiTech Act 2009	

as the same may be amended from time to time. Both parties are Business Associates of one another pursuant to the HIPAA privacy regulations. As Business Associates, the HIPAA Privacy Regulations must be adhered to by both parties as detailed in Appendix A. This agreement without duly authorized signatures in Appendix A is null and void and execution of the Business Associate Addendum is an express condition of this agreement.

b. **Other District Confidential/Technical Information**



From time to time FSWP may provide its own confidential business and technical information to DISTRICT in connection with the work to be performed by the DISTRICT hereunder. In addition, the preparation and specifications of the work product shall in all instances be treated as confidential and proprietary, unless and until disclosed publicly by FSWP. DISTRICT is prohibited from making any use or disclosure of FSWP's confidential information, except as necessary to perform work hereunder.

- 6.9 Decrease in Funding. This agreement may be terminated with sixty (60) days written notice of termination if funds available to FSWP's programs are reduced to an amount that is equal to or less than sixty (60%) per cent of such funds as were granted to FSWP during its preceding fiscal year.
- 6.10 Entire Agreement: Modification. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties to this Agreement with respect to the subject matter hereof, and no other agreement, statement or promise relating to the subject matter of this Agreement that is not contained herein shall be valid or binding.
- 6.11 Governing Law. This Agreement shall be governed by, construed and enforced in accordance with applicable laws of the Commonwealth of Pennsylvania *without regard to* the principles or provisions of conflicts of laws. Any action brought under this Agreement shall be brought in Pittsburgh, Pennsylvania.
- 6.12 Counterparts. This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement.
- 6.13 Partial Invalidity. Should any provision of this Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, such provision shall immediately become null and void, leaving the remainder of this agreement in full force and effect.
- 6.14 Notices. All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by Federal Express or Express Mail, and shall be deemed to have been duly given when delivered personally as follows:

If to DISTRICT: Plum Borough School District  
900 Elicker Road  
Plum, PA 15239  
Attention: Dr. Timothy Glasspool, Superintendent

If to FSWP: Family Services of Western Pennsylvania  
3230 William Pitt Way  
Pittsburgh, PA 15238  
Attention: Donald H. Goughler, President and Chief Executive Officer

or to such other persons or places as either party may from time to time designate by written notice to the other.

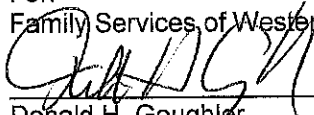
- 6.15 Waiver. A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.
- 6.16 Captions. The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.
- 6.17 Assignment; Binding Effect. DISTRICT shall not assign or transfer, in whole or-in part, this Agreement or any of DISTRICT's rights, duties or obligations under

this Agreement without the prior written consent of FSWP and any assignment or transfer by DISTRICT without such consent shall be null and void. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and permitted assigns.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first written above.

Signatories:

For:  
Family Services of Western Pennsylvania

  
\_\_\_\_\_  
Donald H. Goughler  
President and Chief Executive Officer

Date 2/15/13

For:  
Plum Borough School District

\_\_\_\_\_  
Dr. Timothy Glasspool  
Superintendent

Date \_\_\_\_\_

# Business Associate Amendment – HIPAA

## Amendment to Agreement for Services

WHEREAS Family Services of Western Pennsylvania (hereinafter "FSWP") and PURCHASER entered into an Agreement dated February 27, 2013, for the provision of services by FSWP.

WHEREAS, FSWP is a Business Associate pursuant to the HIPAA privacy regulation FSWP recognizes that, in the course of provided services; FSWP may come into contact with confidential client health information created, maintained and/or used by or on behalf of the PURCHASER which is protected by virtue of state and federal law, including but not limited to the federal regulations set forth at 42 C.F.R., Parts 160 and 164, entitled **Standards for Privacy of Individually Identifiable Health Information Information**(hereinafter "Regulations").

WHEREAS, the PURCHASER maybe required by the Regulations to receive satisfactory assurances from FSWP that FSWP will use the confidential client health information (which shall at all time include any and all forms of health care, treatment, or billing information, including but not limited to client identity) (hereinafter referred to as "Protected Health Information") only as permitted by these Regulations; and FSWP is hereby providing such satisfactory assurances by agreeing to amend the underlying agreement as follows.

WHEREAS, PURCHASER is willing to provide access to the Protected Health Information necessary for FSWP to perform its duties under the Agreement, subject to the obligations contained in the Agreement and this Amendment to the Agreement. Accordingly, in consideration of FSWP continued grant of access to such information, and intending to be legally bound, the parties, their officers, directors, employees, agents, owners, successors and assigns, agree to the following additional terms, which are intended to modify the original terms of their underlying Agreement:

**1.0 General Duty of Confidentiality.** FSWP hereby agrees that it will not divulge, disclose, or communicate in any manner any Protected Health Information to any third party without the prior written consent of PURCHASER and where required, the client. FSWP will protect all such information and treat it as strictly confidential. FSWP agrees to abide by the requirements of 42 C.F.R., Parts 160 and 164, **Standards for Privacy of Individually Identifiable Health Information**. Any violation of this paragraph shall be considered a material breach of this agreement.

**1.1 Use and Disclosure of Protected Health Information:** FSWP may only use and/or disclose Protected Health Information received, obtained, created and/or maintained in the course of contractor relationship with the PURCHASER as required by law, as permitted by the Regulations, or as follows:  
**FSWP is hereby permitted to use or disclose Protected Health Information for the proper management and administration of the FSWP's business, and/or to carry out the legal responsibilities of FSWP. Proper management and administration of the FSWP's business does not include the use of Protected Health Information, or the identity of the PURCHASER for solicitation, marketing, fundraising, or other non-necessary purpose. Should FSWP at any time disclose to the third party PURCHASER's Protected health Information for its proper management and administration or to carry out its legal responsibilities, FSWP agrees to obtain reasonable assurances from that third party of the following: (1) that the third party will hold the disclosed Protected Health information confidentially and only use or disclose the information as required by law or for the purpose for which it was properly disclosed to the third party; and (2) that the third party will immediately report in writing to FSWP any instances of a breach of confidentiality of which the third party is aware.**

**1.2 Appropriate Safeguards.** FSWP agrees to maintain and use appropriate physical, technical and administrative safeguards to prevent the use or disclosure of any Protected Health Information, including the identities of clients, other than as provided for by this Agreement. Such safeguards must be in place at all times for the protection of Protected Health Information that is maintained both in electronic and paper forms. FSWP further agrees to maintain and use appropriate safeguards to prevent the improper disclosure of such information in the form of oral communications.

**1.3 Agent and Subcontractor's.** FSWP hereby agrees to ensure that any agent or subcontractors agrees to the same restrictions and conditions under this Agreement that apply to FSWP with respect to such Protected Health Information.

**1.4 Violations of Law.** FSWP may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. 164.502(j)(1). To the extent permitted by law, FSWP shall promptly notify the PURCHASER in the event that FSWP makes such a report.

**1.5 Reporting of Improper Uses and/or Disclosures.** FSWP agrees to immediately report in writing to the PURCHASER any use or disclosure of FSWP's Protected Health Information and/or the identity of the PURCHASER's clients of which it becomes aware, which is not permitted pursuant to this Agreement or pursuant to the Regulations.

**2.0 Employees, Subcontractors or other Agents.** FSWP requires all of its employees, subcontractors and other agents (collectively, the Agents) that receive, use or have access to Protected Health Information under this agreement to agree to adhere to the same restrictions and conditions on the use, and/or disclosure of Protected Health Information that apply to FSWP pursuant to this agreement.

**2.1 Mitigation.** FSWP must also mitigate, to the extent practicable, any harmful effect known to FSWP of a use or disclosure of Protected Health Information by FSWP that is not permitted pursuant to this Agreement or pursuant to the Regulations.

**2.2 Availability of Information Maintained by FSWP.** FSWP hereby agrees to make available any of the PURCHASER's Protected Health Information, immediately upon the PURCHASER's request, for purposes of insuring the right of access of clients to their own health information 45 C.F.D.R. 164.524.

**2.3 Amendments.** FSWP shall make available to the PURCHASER upon request any Protected Health Information for which FSWP has agreed to make and/or has made any amendments. In such cases, FSWP agrees to incorporate all such amendments made by the PURCHASER to the information maintained by FSWP.

**2.4 Accounting.** FSWP shall maintain appropriate records all disclosures of Protected Health Information made to third parties in sufficient form to allow for an accounting of disclosures to be generated pursuant to the Regulations. Upon request of the PURCHASER, FSWP shall make such records available to the PURCHASER for purposes of providing an accounting of disclosures pursuant to the Regulations 45 C.F.R 164.528.

**2.5 Availability of Internal Practices, Books, and Records.** FSWP hereby agrees to make all of its internal practices, books and records relating to the use and disclosure of the Protected Health Information received from the PURCHASER or created or received by FSWP on behalf of the PURCHASER available to the Secretary of the Department of Health & Human Services, or its agent, upon the request of either the Secretary of the Department of Health & Human Services or the PURCHASER for purposes of determining whether FSWP is complying with the above referenced Regulations.

**3.0 Security Provisions.** With regard to the security of Protected Health Information, the FSWP agrees to implement reasonable security provisions to ensure the protection of Protected Health Information, as that term is defined in HIPAA's Security Standards, 45 CFR Parts 160 and 164. Without limitation to the forgoing, the FSWP will:

**3.1 Implement Safeguards.** Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of Protected Health Information that it creates, receives or transmits on behalf of the PURCHASER, as well as such policies, procedures and documentation requirements as required by the Security Standards.

**3.2 Subcontractors.** Ensure that any Agent to whom it provides such information, agrees to implement reasonable and appropriate safeguards to protect such information.

**3.3 Reporting Security Incidents.** FSWP will report to the PURCHASER any security incident of which it becomes aware. This reporting must occur within ten (10) days of the FSWP's discovery of such security incident. The parties acknowledge and agree that this section constitutes notice by FSWP to the PURCHASER of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below) for which no additional notice to the PURCHASER shall be required. "Unsuccessful Security Incidents" shall include, but not be limited to, pings and other broadcast attacks of FSWP's firewall, port scans. Unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Protected Health Information.

**4.0 Responsibilities of the PURCHASER.** With regard to the use and/or disclosure of Protected Health Information by the FSWP, the PURCHASER hereby agrees to:

**4.1 Changes:** To inform the FSWP of any changes in the form of notice of privacy practices (the "Notice" that PURCHASER provides to individuals, and provide the FSWP with a copy of the Notice currently in use if applicable.

**4.2 Authorization Changes:** To inform the FSWP of any changes in or withdrawal of, the Authorization provided to the PURCHASER by individuals.

**4.3 Marketing:** If the FSWP is providing services related to marketing or fundraising, to inform the FSWP of any opt-outs exercised by any individual from marketing and/or fundraising activities of the PURCHASER, and

**4.4 Disclosures:** To notify the FSWP, in writing and in a timely manner, of any arrangements permitted or required of the FSWP pursuant to the Privacy Regulations that may impact in any manner the use and/or disclosure of Protected Health Information by the Business Associate under this Agreement, including, but not limited to, restrictions on use and/or disclosure of Protected Health Information as provided for in 45 C.F.R. § 164.522 agreed to by the PURCHASER.

**4.5 Termination:** To authorize immediate termination of the Underlying Agreement by the Business Associate if the Business Associate determines that the FSWP has violated a material term of this Agreement.

**4.6 Exceeding Agreement:** Not to request that Business Associate use or disclose Protected Health Information in any manner that would not be permissible under this Agreement.

## **5.0 HITECH Compliance.**

**5.1 Contractor has Same Privacy Expectations as the PURCHASER.** Sections 164.308, 164.310, 164.312, and 164.316 of title 45, Code of Federal Regulations, shall apply to Business Associate in the same manner that such sections apply to Covered Entity. The additional requirements of Title XXX and Subtitle D of the 'Health Information Technology for Economic and Clinical Health Act' or the 'HITECH Act' contained in Public Law 111-005 that relate to security and that are made applicable with respect to covered entities shall also be applicable to Business Associate and by this reference are hereby incorporated into this Addendum.

Section 164.504(e)(1)(ii) of Title 45, Code of Federal Regulations, shall apply to Business Associate with respect to compliance with such subsection, in the same manner that such section applies to a covered entity, with respect to compliance with the standards in sections 164.502(e) and 164.504(e) of Title 45, except that in applying such Section 164.504(e)(1)(ii) each reference to the "business associate," with respect to a contract, shall be treated as a reference to the "covered entity" involved in such contract.

**5.2 Disclosure.** Business Associate may use and disclose Protected Health Information that Business Associates obtains or creates only if such use or disclosure, respectively, is in compliance with each applicable requirement of Section 164.504(e) of Title 45, Code of Federal Regulations. The additional requirements of Title XXX and Subtitle D of the 'Health Information Technology for Economic and Clinical Health Act' or the 'HITECH Act' contained in Public Law 111-005 that relate to privacy and that are made applicable with respect to covered entities shall also be applicable to Business Associate and by this reference are hereby incorporated into this Addendum.

**5.3 Notification of Breaches.** The parties agree to comply with the provisions of 45 C.F.R. Part 164, Subpart D (the "HITECH Regulations"). Business Associate agrees to promptly notify Covered Entity of any Breach of Unsecure Protected Health Information breach (as those terms are defined in the HITECH Regulations) within at least ten (10) business days of Business Associate's discovery of such breach.

**5.4 Effective Date:** This Section 5.0 shall not be effective until the date that Business Associate is required to comply with the aforementioned provisions of the HITECH Act, HITECH Regulations and/or any additional regulations promulgated thereunder.

**6.0 Maintenance of Protected Health Information Upon Termination of Agreement.** Upon the Termination of this Agreement for any reason, FSWP shall return to the PURCHASER all Protected Health Information received from the PURCHASER or created or received by FSWP on behalf of the PURCHASER including Protected Health Information in the possession of FSWP's agents and subcontractors, retaining no copies of any such information in the alternative, upon the termination of the Agreement, FSWP may choose to destroy all Protected Health Information, retaining no copies of such information, so long as a certificate of Destruction including the date of destruction, manner of destruction, and name, title and signature of the authorized agent of the

CONTRACTOR completing such destruction is immediately provided to the PURCHASER. Such destruction must be performed in such a way that no readable or otherwise interpretable portion of the information continues to exist.

If FSWP believes that such a return or destruction is not feasible for any reason, FSWP must contact an authorized representative of the PURCHASER to discuss the reason that return or destruction is not feasible and the extension of the protection of the Agreement to this information with the limitation of further usage and disclosures. FSWP's rights and obligations under this section shall survive the termination of this Agreement.

**7.0 Termination of Agreement.** FSWP hereby authorizes termination of this Agreement by the PURCHASER should the PURCHASER find that FSWP has violated a material term of this Agreement.

**8.0 Continuity of Original Agreement.** The entire agreement between the parties consists of the **Original Agreement and this Amendment.** Unless inconsistent with the terms of this Amendment, all terms set forth in the original Agreement remain unchanged and effective. To the extent that there exists any inconsistencies between the terms of the original Agreement and this Amendment with regard to the duties of maintaining confidentiality of Protected Health Information, the terms of the Amendment shall prevail.

**9.0 References.** Any reference in this Agreement to a section of the **Standard for Privacy of Individually Identifiable Health Information**, or to the "Regulations, shall mean the section as in effect or as amended, and for which compliance is required

**10.0 Amendment of Agreement.** The PURCHASER and FSWP agree to take such action to amend this agreement from time to time as is necessary for the PURCHASER to comply with the **Standards for Privacy of Individually Identifiable Health Information, and related federal and state law including any changes to the HIPAA privacy regulations.**

**11.0 Resolution of Ambiguities.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the PURCHASER to comply with the **Standards for Privacy of Individually Identifiable Health Information.**

WITH INTENT TO BE LEGALLY BOUND, the parties, through their authorized representatives, signify their assent to the foregoing.

Family Services of Western Pennsylvania

Plum Borough School District

By:   
Donald H. Goughler  
President and Chief Executive Officer

By: \_\_\_\_\_  
Dr. Timothy Glasspool  
Superintendent

Date: 2/15/13

Date: \_\_\_\_\_

To: All FWSP Independent Contractors  
From: Samantha Maylack, Compliance Officer  
RE: Family Services Compliance Plan

Family Services of Western PA is committed to preventing fraud, waste and abuse and complying with applicable laws, regulations and standards. The DISTRICT has Compliance Policies, Procedures and a Plan to assist staff with detecting, preventing and reporting Waste, Fraud and Abuse (as defined in the Compliance Policy 09.08.00.00).

All independent contractors are expected to follow the DISTRICT Code of Ethics (Policy 03.02.01.00, Procedure 03.02.01.0A).

## **COMPLIANCE RESPONSIBILITIES RELATE TO EVERY EMPLOYEE AT EVERY LEVEL OF SERVICE.**

### DEFINITIONS

1. **FINANCIAL ABUSE AND WASTE** includes incidents or practices that are inconsistent with accepted sound practices, directly or indirectly resulting in misrepresentation of service performance, unnecessary costs, improper payment, or payment for services that fail to meet professionally recognized standards of care or are unnecessary.
2. **FRAUD** is the intentional deception or misrepresentation that an individual knows to be false or does not believe to be true, and makes knowing that the deception could result in some unauthorized benefit to himself/herself, or some other person of the DISTRICT. The most frequent kind of health care fraud arises from a false statement or misrepresentation made, or caused to be made, that is material payment under medical insurance or Medicare.

Per the DISTRICT policies and procedures any independent contractor suspecting waste, fraud or abuse should report it to their supervisor or the Compliance officer without fear of reprisal. (Compliance Procedure 09.08.00.00)

### Reporting

1. **It is the responsibility of every independent contractor, employee, supervisor, manager and executive to immediately report suspected misconduct or dishonesty to his or her supervisor and/or the Compliance Officer.** Staff and independent contractors that report directly to the Compliance Officer should report suspected misconduct or dishonesty to the Executive Staff. Supervisors, when made aware of such potential acts by subordinates, must immediately report such acts to their supervisor. **Any reprisal against any employee or other reporting individual because that individual, in good faith, reported a violation is strictly forbidden.**
2. Due to the important yet sensitive nature of the suspected violations, effective professional follow up is critical. Any Supervisor, when informed of suspected violation should not perform any investigative or other follow up steps on their own. It is the Compliance Officers Responsibility to take investigative measures.
3. The Compliance Officer has the primary responsibility for all investigations involving the company and all subsidiaries. The Compliance Officer may request the assistance of any DISTRICT Department in any investigation, including access to Fiscal Department's periodic examinations and evaluations of internal controls.

### B. Preventative Measures

Employees with supervisory responsibilities at any level have additional deterrence and detection duties. If you have supervisory responsibility then in addition to reporting suspected violations as is required above, you have three additional responsibilities.

Supervisors must become aware of what can go wrong in your area of responsibility.

Supervisors must put into place and maintain monitoring, review and control procedures, which will prevent violations and/or misconduct.

Supervisors must put into place and maintain monitoring. Review and control procedures, which will detect violations and/or misconduct promptly, should prevention efforts fail.

### C. Compliance Plan



**The DISTRICT maintains a Corporate Compliance Plan whose primary objectives are to:**

1. Prevent or detect violations of laws and regulations and
2. Establish procedures to insure that the information systems and internal controls are functioning as designed

These procedures shall be administered by the Compliance Committee and the Compliance Officer. The Compliance Officer shall be independent of direct service, but the composition of the Committee benefits from the inclusion of staff with this area of expertise. This group shall maintain the Compliance Plan, develop the annual compliance report that documents DISTRICT compliance, and monitors compliance activity.

If you suspect any waste, fraud or abuse you need to contact the Compliance Officer.

Samantha Maylack  
Compliance Officer  
Phone 724-335-9883 ext. 5556  
Email: [maylacks@fswp.org](mailto:maylacks@fswp.org)  
Interoffice mail to UPARC



**ACKNOWLEDGMENT OF RECEIPT:**

**SUMMARY FOR COMPLIANCE**

I, \_\_\_\_\_ hereby acknowledge that I have  
(Name of Employee/Independent Contractor)

been given the FSWP Summary for Compliance. I understand that more detailed information regarding policies, procedures, and the compliance plan are available to me. I understand that I may refer to the Policy Manual, contact the Compliance Officer, or speak to my supervisor any time I have questions or concerns.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature of Supervisor)