



310 Central City Plaza  
New Kensington, PA 15068-6441

TEL 724-335-9883  
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[www.fswp.org](http://www.fswp.org)

May 21, 2015

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 the 2015/2016 school year. Please note that all services provided by Family Services have been consolidated into one contract in order to save time and eliminate confusion. The service(s) that your district receives have been marked accordingly. The district's assigned SAP liaison will be Emily Schultz.

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. The Business Associate Amendment containing a Health Insurance Portability and Accountability Act (HIPAA) and the HiTech Act of 2009 signed in the past will be kept on file and remains in effect. FSWP is committed to maintaining the confidentiality of the individuals we serve and their records and makes the same commitment to our partners with whom we contract with and the populations they serve.

Should you find this agreement to be acceptable, please sign both copies 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) 335-9883 ext. 5520. We appreciate your willingness to develop a positive working relationship on behalf of the individuals we serve.

Sincerely,

*Heather Duncan MEd, LPC, NCC, RN*

Heather Duncan, M.Ed., LPC, NCC, RN  
Director of Behavioral Health

Enclosures

HD/kl

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

**THIS AGREEMENT** is entered into this the 1ST day of July, 2015 between Plum Borough School District (hereinafter "District") with offices at 900 Elicker Road, Plum, PA 15239, Phone #412-795-0100, Email Address: glasspoolt@pbsd.k12.pa.us, and Social Security # or FEIN # \_\_\_\_\_ of District and Family Services of Western Pennsylvania (hereinafter "FSWP") with offices at 3230 William Pitt Way, Pittsburgh, PA 15238

**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 purchasing professional services;

OR

**WHEREAS**, District is a sole proprietor or partnership and has the authority to enter into agreements for the purpose of purchasing professional services; 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 providing professional services consistent with the Mission of Family Services of Western Pa.; and

**WHEREAS**, FSWP has extensive experience and expertise in providing this professional service, and is in the business of providing such professional services, and is willing to provide the services selected in the Scope of Services, Article I. services to District; and

**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. FSWP provides a wide variety of services to school districts. A listing of services appears below. Only those services which are check marked will be provided to the district.

☒ **Student Assistance Program (SAP)** – FSWP 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 Behavioral Health 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. 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. Individual case 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 attachment, 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.
- g. The liaison will attend a minimum of two (2) SAP core team meetings per month, per school.

☐ **Outpatient Drug & Alcohol Services (D&A)** – FSWP shall provide:

- a. Consultation regarding students that could potentially benefit from outpatient drug and alcohol services.
- b. Coordination of care for students coming out of inpatient drug and alcohol treatment and reentering the school system.
- c. Outpatient and drug and alcohol level of care assessments and outpatient drug and alcohol counseling to include individual and/or group therapy on school premises to identified students and bill such services to a third party (the student's insurance).

☒ **School Based Mental Health Services (MH)**

- a. Consultation regarding students that could potentially benefit from outpatient mental health services.
- b. Coordination of care for students coming out of inpatient mental health treatment and reentering the school system.
- c. Outpatient mental health assessments for students that wish to begin outpatient mental health treatment. Outpatient mental health counseling including individual therapy, family therapy and/or group therapy on school premises to identified students and bill such services to a third party (the student's insurance).

☒ **Child/Adolescent Partial Hospital Program (PHP)** – (applicable only if referral is made to this program for school year)

- a. Services will include Group Therapy, Individual Therapy, Family Therapy, Milieu Therapy, and Classroom Behavioral Interventions.

1.2 Population Served. Population served is dependent on the program(s) selected below:

☒ **Student Assistance Program (SAP)** – Services are to be provided to: students, parents/guardians, faculty and community of School District.

☐ **Outpatient Drug & Alcohol Services (D&A)** -- Services are to be provided to: students, parents/guardians, faculty and community of School District.

☒ **School Based Mental Health Services (MH)** -- Services are to be provided to: students, parents/guardians, faculty and community of School District.

☒ **Child/Adolescent Partial Hospital Program (PHP)** – Students from District and other school districts contracted with Highlands School District referred for treatment to FSWP Child/Adolescent Partial Hospital Program and students and their parents in family therapy to be at the family's home or in the school.

## **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. FSWP and District 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 thereof 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 non-prevailing party.
- 2.4 If resolution of a problem continues to be unresolved, the problem will be submitted to arbitration under the auspices of the American Arbitration Association. Judgment upon the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof.

## **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 FSWP Student 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 FSWP Student Programs and the services to be provided in the schools.
- e. Faculty, pupil personnel, and pupil orientation to the FSWP Student Programs, staff services, and referral procedures.

- f. Scheduling assistance in setting appointments between student and the FSWP School Based Therapy Services contact person.
- g. Release time as established by the provider 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 FSWP Student Programs.
- i. Meet with all students referred for screenings and/or 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 FSWP Student Programs 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 FSWP Student Program 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 for specific services 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 FSWP Student Services 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.

## ARTICLE V. REMUNERATION

5.1 District shall pay FSWP according to the agreed upon services checked below:

☒ **Student Assistance Program (SAP)**

- a. County Funded
- b. District shall pay FSWP \$\_\_\_\_\_ per hour for the following agreed upon services:

☐ **Outpatient Drug & Alcohol Services (D&A)**

- a. Fee for Service billed to third party insurance carrier
- b. District shall pay FSWP \_\_\_\_\_ for \_\_\_\_\_. Services are outlined on Article 1 Scope of Services.

☒ **School Based Mental Health Services (MH) -- No fee to the district; will be billed to student's insurance carrier.**

☒ **Child/Adolescent Partial Hospital Program (PHP) – (applicable only if referral is made to this program for school year)**

District shall pay FSWP \$19.00 per hour for 6 hours per day for provision of services specified in Article I, Scope of Services **for students without Medical Assistance**. While provision is made for monthly invoicing and reimbursement based on hours of service rendered, FSWP will not be reimbursed for any amount greater than \$114.00 per student/per day in a twelve (12) month period from the start of the Agreement, absent prior written authorization by the Chief Executive Officer of FSWP.

- 5.2 To the extent that FSWP's expenses and costs in performing services under this agreement exceed the amount of fees FSWP has received from District pursuant to this Agreement, such expenses and costs shall be borne by FSWP.
- 5.3 FSWP will submit a statement of the services provided, monthly and within thirty (30) days of the last service in that calendar month. FSWP will list the dates services were provided, Service Dates, on the Statement along with the number of hours services were provided.
- 5.4 Payments will be made monthly unless otherwise arranged, added in writing as an amendment to the contract and agreed by both organizations.
- 5.5 Until the expiration of four years after the furnishing of services pursuant to this Agreement, FSWP shall make available, upon the written request of the Secretary of the United States Department of Health and Human Services or the Comptroller General or any of their duly authorized representatives, this Agreement and such books, documents and records of FSWP that are necessary to certify the nature and costs of the services rendered under this Agreement. And, FSWP further agrees that this same provision shall be incorporated into all contracts which FSWP has or may have with a sub District who may carry out any of the duties assumed hereunder by FSWP through a subcontract which has a value or cost of \$10,000 or more over a 12 month period. It is understood that this clause is required by Section 952 of P.L. 96499, 42 U.S.C.A. § 1395.

## ARTICLE VI. TERM AND TERMINATION

- 6.1 Term. The term of this Agreement shall commence on 07/01/2015 and expire on 06/30/2016.
- 6.2 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.

- 6.3 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 VII. GENERAL PROVISIONS

- 7.1 Independent District Status. It is acknowledged and agreed that the relationship created by this agreement is one of Independent contractor and not an employment relationship. FSWP is responsible for the payment of all applicable expenses and taxes, including, but not limited to federal and state income taxes, FICA, FUTA, state unemployment compensation taxes and fees for workers' compensation coverage. Because FSWP is not a full-time or part-time employee of District, FSWP acknowledges that FSWP is not entitled to any benefits paid by District to its employees, including but not limited to, vacation pay, holiday pay, health insurance, unemployment compensation insurance and workers' compensation insurance.
- a. FSWP shall have exclusive control over the details, manner and method by which it completes its duties under this Agreement.
  - b. As an independent contractor, FSWP may with the approval of the District, retain subcontractors to assist it in completing the services required of FSWP pursuant to this Agreement. District is interested only in the result to be accomplished by FSWP and shall have no right to control the manner or determine the method by which such services are provided.
  - c. Because FSWP makes the consulting services available to the general public, FSWP is permitted to provide services to any number of other facilities or businesses unrelated to District.
  - d. 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.
  - e. District will, in accordance with applicable sections of the Internal Revenue Code and Treasury Regulations, issue an IRS Form 1099 for use by FSWP in reporting income.
- 7.2 FSWP Representations. FSWP warrants and represents now and throughout the life of this Agreement that:

☒ **Student Assistance Program (SAP)**

- 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.

☐ **Outpatient Drug & Alcohol Services (D&A)**

- a. **Licensure:** FSWP is duly authorized and licensed as a Provider of Outpatient Drug and Alcohol Services, as licensed by the Department of Health, Division of Drug and Alcohol Program Licensure (DDAP). A copy of the license is to be included with the signed contract.
- b. **Special Training:** FSWP maintains that staff furnished to meet the obligations of this contract comply with the staffing qualifications and training requirements for an

outpatient drug and alcohol treatment project licensed by DDAPL. A copy of staff qualifications and training is available upon request.

☒ **School Based Mental Health Services (MH)**

- a. **Licensure:** FSWP is duly authorized and licensed as a Provider of Outpatient Mental Health Services, as licensed by the Office of Mental Health and Substance Abuse (OMHSAS). FSWP will license each school where mental health services are to be provided as satellites to the main site in New Kensington, PA.
- b. **Special Training:** FSWP maintains that staff furnished to meet the obligations of this contract comply with the staffing qualifications and training requirements for an outpatient mental health provider licensed by OMHSAS. A copy of staff qualifications and training is available upon request.

☒ **Child/Adolescent Partial Hospital Program (PHP)**

- a. **Licensure:** FSWP is duly authorized and licensed as a Provider of Mental Health Treatment by the Commonwealth of Pennsylvania. A copy of the license is to be included with the signed contract and submitted upon re-licensure biannual (if applicable).
- b. **Special Training:** FSWP maintains that specialized training in Child/Adolescent Therapy 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/Criminal Background Checks:** FSWP maintains that there have been no child abuse or child neglect charges made against any of the FSWP staff and copies of child abuse and criminal background checks are on file in our Human Resources Department.

- d. **Disbarment/Sanctions:** FSWP maintains that FSWP has not been disbarred in the Commonwealth of Pennsylvania or any other state. FSWP maintains that the FSWP does not have any professional sanctions imposed upon them in the Commonwealth of Pennsylvania or any other state.

- e. **Liability and Risk Management.** FSWP warrants and represents now and throughout the term of that the services to be provided will be performed entirely at FSWP's own risk:

- 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) **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.
- 3) **FSWP Indemnification:** FSWP shall indemnify and hold harmless District against any claims, liabilities, damages, and expenses, incurred by FSWP in defending or compromising actions brought against the District arising out of or related to the acts or omissions of FSWP or its employees in connection with the operation of FSWP.



- 4) **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.
- 5) **Notice of Lawsuit:** Within sixty (60) days of service of process, the District shall notify FSWP of any lawsuit or claim involving the indemnification provided for above. Failure to provide such notice shall not relieve FSWP of its obligation to provide indemnification. However, the District's sole responsibility shall be 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 FSWP is providing indemnification.
- 7) **Accreditation:** FSWP is accredited by the Council on Accreditation.

7.3 Exclusion Lists. FSWP conducts a monthly review each month to confirm that neither individual, organization, nor any employees paid with the above funds (whether directly or indirectly) are not excluded from participation in federal programs. The following websites are to be reviewed:

- 1) The Pennsylvania Medichex list maintained by the PA Department of Public Welfare. <http://www.dpw.state.pa.us/publications/medichexsearch/index.htm>
- 2) List of Excluded Individuals/Entities (LEIE): database maintained by HHSOIG that identifies individuals or entities that have been excluded nationwide from participation in any federal health care program. <http://oig.hhs.gov/fraud/exclusions.asp>.
- 3) System for Award Management (SAM) : database maintained by the Federal government that provides information about parties that are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits: <https://www.sam.gov/>.

In the event that any individual, organization or employees are found to be on any of the lists, FSWP will notify District within 48 hours. The District reserves the right to terminate this agreement, without notice, upon any violation of the above requirements in Sections a, b, and c. The District has a duty to report all notification to the Pa Dept. of Public Welfare, Bureau of Program Integrity for any person/entity for employment or contracting excluded from federal health care programs or the Pennsylvania Medical Assistance Program.

7.4 Agreements with Employees. Provider shall obtain and maintain written agreements with each of its employees who participate in any of Provider's work hereunder. Such agreements shall contain terms sufficient for the Provider 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 with respect to FSWP's confidential information.

7.5 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 Payor 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 accommodations for consumers and staff as necessary.

7.6 Compliance with Law. Each party agrees to comply with all applicable state and federal

laws. Additionally, Provider will comply with FSWP's compliance program with respect to coding, billing and marketing.

7.7 Confidentiality

a. **Consumers**

Provider 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. Provider 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<br>and Accountability (HIPAA) | 42 C.F.R., Parts 160 and 164             |
| HiTech Act of 2009   |  |

as the same may be amended from time to time.

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

From time to time Payor may provide its own confidential business and technical information to FSWP in connection with the work to be performed by the FSWP 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 Payor. FSWP is prohibited from making any use or disclosure of Payer's confidential information except as necessary to perform work hereunder.

- 7.8 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.
- 7.9 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.
- 7.10 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.
- 7.11 Counterparts. This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement.
- 7.12 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.
- 7.13 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 Provider: Plum Borough School District  
900 Elicker Road  
Plum, PA 15239

Attention: Superintendent

If to FSWP: Family Services of Western Pennsylvania  
3230 William Pitt Way  
Pittsburgh, PA 15238

Attention: 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.

- 7.14 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.
- 7.15 Captions. The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.
- 7.16 Assignment; Binding Effect. FSWP shall not assign or transfer, in whole or-in part, this Agreement or any of FSWP's rights, duties or obligations under this Agreement without the prior written consent of Payor and any assignment or transfer by FSWP without such consent shall be null and void. This Agreement shall inure to the benefit of and be binding upon FSWP hereto and their respective heirs, representatives, successors and permitted assigns.
- 7.17 Agreements with Employees. FSWP shall obtain and maintain written agreements with each of its employees who participate in any of FSWP's work hereunder. Such agreements shall contain terms sufficient for FSWP 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 with respect to District's confidential information.

**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

  
\_\_\_\_\_  
Stephen Christian-Michaels  
President and Chief Executive Officer

Date

6/1/15

For:  
Plum Borough School District

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

Date

