

## **AGREEMENT**

**THIS AGREEMENT**, made and entered into as of this 20<sup>th</sup> day of August, 2007,  
by and between **WARREN COUNTY SCHOOL DISTRICT**, with offices at 185  
Hospital Drive, North Warren, Pennsylvania, hereinafter referred to as -----  
----- **“SCHOOL DISTRICT”**,

**A N D**

**FAMILY SERVICES OF WARREN COUNTY, INC.**, with offices at 185  
Hospital Drive, North Warren, Pennsylvania, hereinafter referred to as -----  
----- **“FAMILY SERVICES”**.

**WHEREAS**, Family Services has the training and staffing necessary to provide a  
licensed social workers and supervision of said social workers in order to provide  
counseling and other services for the School District; and

**WHEREAS**, the School District desires to retain Family Services to provide the  
aforementioned services upon the following terms and conditions.

1. Family Services agrees to provide to School District the services of a  
licensed social workers, as well as the supervision of said social workers via the  
supervisory staff of Family Services. The licensed social workers working under the  
supervision of the Family Services supervisor shall perform prevention, intervention, and  
treatment services for students of the School District to include, but not be limited to, the  
following:

- A. Individual counseling for students K - 8.
- B. Small group counseling for students.
- C. Parent education and consultation.
- D. Activities necessary to provide staff consultation and training concerning  
student and parent needs.

E. Targeted group: special education or thought to be Special Education students.

F. Case management and linkage to school and community services for identified students.

G. Development of curriculum and programs necessary to meet the needs of identified students.

H. Recordkeeping and billing paperwork time, including time spent for training in school policies and procedures and billing procedures in order that records are kept in accordance with the School District's needs.

I. Travel time to school sites.

J. Other mutually agreed upon activities requested by the School District in order to meet student needs.

2. The services will be scheduled on an as needed basis. However, the Parties anticipate that the level of services will be no more than 70 hours per month from August 29, 2007 through May 31, 2008.

3. The services will be performed generally at the school buildings operated by the School District. However, at the option of School District, services may be performed in the homes of students and at community sites appropriate for parent education or other services rendered hereunder.

4. In addition to the services set forth above, the Parties agree that other specific services will be determined through regular meetings between the Parties' administrative and supervisory personnel, which meetings will be held on request in order to assess the effectiveness of services already delivered and to identify additional needs to be met hereunder. Unless directed otherwise by the School District, Family Services will also prepare and submit to School District two reports on or before June 30, 2008. The first said report shall be a summary setting forth, for the preceding year, the number of students served, the types of programs and services offered, and the areas of student needs served. The second said report shall be a self evaluation of services offered

during the preceding year. In said evaluation Family Services shall note successful techniques or services by which student needs are well met, areas of concern where improvement in service delivery or other areas will result in better student service, and any other notable matter which Family Services believes would have important impact upon the meeting of student needs of the more efficient delivery of services.

5. For all of the services described above, the School District shall pay to Family Services compensation calculated at the rate of FIFTY DOLLARS (\$50.00) per hour. On a monthly basis, Family Services shall submit an invoice to the School District summarizing each day's services and the cumulative hours provided by Family Services that month. The School District agrees to pay said invoice within 45 days following its receipt.

6. The School District will provide the following accommodations, services and training in order to facilitate the provision of services by Family Services:

A. School District will have available office space and basic furniture for Family Services personnel to meet privately with students and others as required to perform the services called for hereunder.

B. School District will have available regular telephone service in the designated office space or other location affording privacy.

C. Administrative liaison within each building where School District requests that services be performed.

D. Training regarding the method of recordkeeping desired by School District, and any billing services requested by School District.

E. Orientation to general school policies and procedures related to the services to be provided hereunder, and the School District personnel with whom Family Services representatives are expected to interact.

7. Family Services represents and acknowledges that in the performance of the work contemplated hereunder, it is an independent contractor and is not an agent, servant or employee of the School District. The Parties understand that Family Services, acting under the scope of this contract, has no authority to assume or create any

obligation whatsoever, express or implied, on behalf of or in the name of the School District, or to bind the School District in any manner whatsoever. Nothing contained in this Agreement shall be construed to create a joint relationship or partnership between the School District and Family Services to authorize either Party to act as a general agent or undertake contracts for the other Party. The Parties agree that they conduct completely separate operations and are separate entities.

8. Family Services shall not have the right to subcontract any portion of the work or services to be provided hereunder. Family Services will utilize its best efforts to provide a licensed social worker with the training and experience necessary to carry out the services contemplated above. In the event that the School District shall determine that a social worker provided by Family Services does not have training, experience or disposition satisfactory to the School District, the Parties agree to meet for the purposes of discussing the modification of tasks, the provision of an alternate social worker or other remedies which may meet the difficulties, if any, experienced by the School District.

9. Except as set forth in Paragraph 6 above, all expenses associated with the supply of services by Family Services to the School District including, but not limited to, liability insurance, workman's compensation and the like, shall be borne and provided for by Family Services, and Family Services shall be solely responsible for the payment thereof. Family Services understands that because Family Services is an independent contractor, the School District will not provide workman's compensation coverage or be responsible for the withholding of any federal, state or local taxes or FICA payments.

10. Parental notification of referral to services will be the responsibility of the School District. Releases and consent forms needed will be sought by Family Services as part of the hourly work to be performed hereunder, or by the School district. Family Services acknowledges that the District shall have full access to the reports, data, and any other information that Family Services shall create, obtain, produce or supply as a result

of this Agreement with the exception of Protected Health Information, (PHI), as defined by Health Insurance Portability and Accountability Act of 1996 (HIPAA).

Protected Health Information includes individually identifiable information about a person's diagnosis, treatment, or history.

All PHI, including record-keeping and billing, will be maintained according to the professional standards required in the field of mental health. Releases will be obtained by Family Services for sharing of PHI prior to the provision of services. With said consent, Family Services shall release appropriate information to school staff involved with a student to assist those staff in meeting that student's educational needs. A written summary of treatment will be provided upon the request of authorized school district staff. Releases will be obtained for sharing confidential information with persons or entities other than the Parties hereto as defined by laws and regulations governing mental health services, except where laws governing confidentiality of records for schools may be more restrictive.

11. Family Services shall secure and maintain, at its sole cost and expense, general liability insurance in the minimum amount of \$1 million per occurrence to protect the School District and its employees against claims arising out of Family Services services during this Agreement for damages in law or in equity, for property damage and personal injury, including wrongful death.

12. Prior to providing the services contemplated hereunder, and thereafter at the request of the School District, Family Services shall furnish to the School District, a Certificate from an Insurance Carrier authorized to do business in Pennsylvania indicating: (1) the existence of the insurance required under the previous paragraph of this Agreement; (2) the amount of coverage for such insurance; and (3) the list of exclusions for all insurance coverage. Such exclusions must be acceptable to and approved by the School District.

13. In the performance of the work hereunder, Family Services agrees to abide by all applicable state and federal laws, regulations and other requirements applicable to the work contemplated hereunder, including compliance with either Act 33 or Act 34 relating to criminal history and background checks.

14. Family Services hereby acknowledges receipt of notice that no person has any authority to amend or modify this Agreement or waive any term or provision hereof, except by written amendment hereto approved by the School District Board.

15. Nothing in this Agreement, or in any subsequent amendments hereto, or in any other document incorporated herein by reference or issued hereunder, express or implied, is intended to or shall be construed to confer upon or give to any person, firm or corporation, or any governmental agency other than the School District, its successors and assigns, and Family Services, any right, remedy or claim, legal or equitable, whether as third party beneficiary or otherwise. This Agreement and all provisions applicable hereto or incorporated herein being intended to be and being for the sole and exclusive benefit of the School District, its successors and assigns and Family Services.

16. Family Services shall defend, protect, indemnify and hold harmless the School District from and against any and all liabilities, losses, damages, costs, expenses, causes of action, suits, claims, demands, or judgments of any nature, including attorney's fees, arising out of or resulting from performance by Family Services of this Agreement, provided that such liability, loss, damages, costs, expenses, causes of action, suits, claims, demands, or judgments are caused in whole or in part by the negligent acts or omissions of Family Services, its employees, its agents or its consultants, or by the failure of Family Services to perform its obligations hereunder.

17. The services to be provided by Family Services hereunder shall commence on or about August 29, 2007, and shall conclude May 31, 2008. The previous sentence notwithstanding, this Agreement may be cancelled by either Party upon thirty (30) days written notice, delivered by Certified Mail or by certification of personal delivery.

Further, in the event that Family Services fails or refuses to comply with the terms and conditions of this Agreement, the School District may suspend the provision of services by Family Services upon ten (10) days written notice, and upon the failure by Family Services to correct the causes for termination or to provide a plan for the prompt correction thereof within said ten (10) days, the District's obligation to receive and thereafter pay for services hereunder shall automatically terminate.

18. Family Services acknowledges that waiver or failure to enforce any or all of the provisions of this Agreement does not constitute the School District's waiver of its rights to enforce any such provisions or terms in the future.

19. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania. The provisions of this Agreement are severable, and in the event any provision hereof is determined to be invalid or unenforceable, such invalidity or unenforceability shall not in any way affect the remaining provisions herein.

20. Upon acceptance of this Agreement, the terms and conditions represented herein shall constitute the entire agreement between the Parties and supersedes all prior agreements, understandings and negotiations between the Parties, whether oral or written. This Agreement shall not be amended or modified except by written agreement executed and signed by the Parties hereto.

**IN WITNESS WHEREOF**, the Parties hereto, intending to be legally bound hereby, for themselves, their respective heirs, executors, successors and assigns, have hereunto set their hands and seals the day and year first above written.

ATTEST: (SEAL)

WARREN COUNTY SCHOOL DISTRICT

\_\_\_\_\_  
Secretary

\_\_\_\_\_(SEAL)  
BY:

ATTEST: (SEAL)

FAMILY SERVICES OF WARREN  
COUNTY, INC.

\_\_\_\_\_  
Secretary

\_\_\_\_\_(SEAL)  
BY: