

SERVICES AGREEMENT

MADE AND ENTERED into the of 2016 between WESTERN PSYCHIATRIC INSTITUTE AND CLINIC OF UPMC PRESBYTERIAN SHADYSIDE, a Pennsylvania nonprofit, charitable corporation located in the City of Pittsburgh, County of Allegheny, Commonwealth of Pennsylvania, with its principal office located at 3811 O'Hara Street, Pittsburgh, PA 15213 (hereinafter referred to as "WPIC"), AND WARREN COUNTY SCHOOL DISTRICT (hereinafter referred to as the "School") located at 6820 Market Street, Russell, PA 16345.

WITNESSETH

WHEREAS, from time to time, the School may have a student who requires specialized academic assistance;

WHEREAS, WPIC has staff available to provide specialized academic assistance, through the Licensed Academic School (hereinafter referred to as "LAS") and/or WPIC partial hospitalization programs as a service consistent with WPIC's mission; under the terms and conditions set forth below;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and intending to be legally bound, the parties hereby agree as follows:

1) Independent Relationship: No relationship of employer and employee is created by this Agreement, it being understood that WPIC and the staff from WPIC will act as independent at all times.

3) Services Provided: In accordance with Exhibit A, B, and C, as agreed upon by the School and WPIC.

4) Notices: Any notices required pursuant to this Agreement shall be set forth in writing and hand-delivered or sent via certified mail, return receipt requested to the following:

THE WARREN COUNTY
SCHOOL DISTRICT

Amy Stewart
Superintendent of Schools
6820 Market Street
Russell, PA 16345

WESTERN PSYCHIATRIC
INSTITUTE AND CLINIC

David Bobrzynski
Vice President, Finance
Western Psychiatric Institute and Clinic
of UPMC Presbyterian Shadyside
3811 O'Hara Street
Pittsburgh, PA 15213

5) Compensation: An invoice will be generated from WPIC. The invoice will be sent to the School, and compensation will be paid to WPIC in accordance with the rate schedule set forth in Exhibit A, B, and C, attached hereto and incorporated by reference. Compensation shall be paid to WPIC by School within 60 days of School's receipt of invoice.

Compensation shall be sent to the following address:

Western Psychiatric Institute & Clinic
Attn: WPIC Finance, Rm. E616
3811 O'Hara Street
Pittsburgh, PA 15213

6) Limitation of Services: Students who are provided academic services are considered to be patients of WPIC. If additional service is deemed necessary, the resources of WPIC will remain available as an option at the discretion of the student(s) and their legal guardians.

7) Modification: This Agreement shall not be modified or amended except in a writing duly executed by the parties hereto.

8) Assignment: Neither party shall be permitted to assign this Agreement without prior consent in writing by the other party hereto.

9) Compliance with Laws: WPIC and the School shall comply with all applicable State and Federal laws respecting the confidentiality of medical, academic, personal, and business information acquired in the course of providing services under this Agreement. Specifically, with regard to the Health Insurance Portability and Accountability Act (HIPAA), the School agrees to be bound by UPMC's HIPAA Business Associate Terms and Conditions to the extent that the School is, at any time considered to be a Business Associate, as defined by the HIPAA Privacy Rule. UPMC's HIPAA Business Associate Terms and Conditions can be found at <http://purchasing.upmc.com>. To the extent that there are changes to or clarifications of the HIPAA Privacy Rule, UPMC reserves the right to modify its Business Associate Terms and Conditions to be consistent with the changes or clarifications to the HIPAA Privacy Rule. The School shall comply with such modifications to UPMC's HIPAA Business Associate Terms and Conditions as posted on UPMC's website within the timeframes required by law.

10) Insurance: WPIC and the School, shall each purchase and maintain insurance throughout the term and any extension thereof of this Agreement, at their own expense, from a company or companies licensed to do business in the Commonwealth of Pennsylvania, as will protect WPIC and School, their respective directors, officers, employees, agents, representatives and all subsidiaries, affiliates and any other legal entity associated with WPIC or the School, from claims or incidents which may arise or result from WPIC or the School's obligations under this Agreement or use or occupancy of the premises, whether such use or occupancy is by WPIC or the School or their respective employees, students, guests, invitees, or agents, or any other person or entity for whose acts WPIC or the School may be liable. The insurance required shall be written for not less than the following, or greater if required by Pennsylvania law. With respect to the School, the foregoing indemnification covenant shall be subject to and limited by

any immunities from liability and/or limitations of liability afforded to the School by applicable federal and/or state law, including, without limitation, the Political Subdivision Tort Claims Act. Accordingly, the foregoing indemnification covenant shall not be construed as a waiver of or to require the School to provide indemnification for any claim from which it is immune from liability or for any damages that exceed any limitation of liability as is afforded the School under applicable federal and/or state law.

Workers' Compensation:

- (1) PA State Statutory Limits
- (2) Employer's Liability: \$1,000,000 Each Accident
 \$1,000,000 Disease, Policy Limit
 \$1,000,000 Disease, Each Employee

Medical Malpractice Liability (WPIC ONLY) – Primary Coverage - Policy shall be written with limits of liability of not less than the mandated limits set forth by the Pennsylvania Medical Care Availability and Reduction of Error Fund (“PA Mcare Fund”) for all participating hospitals, physicians and any other health care provider, as defined by Act 13 of 2002. In addition, WPIC shall also provide limits of not less than one million dollars (\$1,000,000) per medical incident and three million dollars (\$3,000,000) annual aggregate for non-participating health care providers, as defined in Section 103 of the above referenced Act;

Commercial General Liability Insurance - Occurrence Form - Policy shall be written on a comprehensive basis to provide all major divisions of coverage including, but not limited to, the following:

- \$2,000,000 General Aggregate Limit
- \$2,000,000 Products/Completed Operations Aggregate Limit
- \$2,000,000 Personal Injury and Advertising Injury Limit
- \$1,000,000 Each Occurrence
- \$1,000,000 Fire Damage Limit - any one fire

Each and every insurance policy required to be obtained under this Agreement shall remain in effect continuously for the Term and any extension thereof of this Agreement and for such a period as is necessary to support the indemnity obligations under this Agreement. WPIC and School and their respective insurers, shall provide thirty (30) days advanced written notice to the other Party in the event of cancellation or material change or modification of any policy. WPIC and School shall furnish to one another either copies of the above referenced insurance policies or certificates of insurance concurrently with the execution of this Agreement.

Both Parties agree to defend, indemnify and hold the other party, including its directors, officers, employees, and agents, harmless from (i) any claims, losses, lawsuits, judgments, charges, penalties and expenses, demands, actions, proceedings or costs of judgment of any nature, which the indemnified party may sustain as a result of the indemnifying party's breach of duty, negligence, error or omission pursuant to the terms of this Agreement; and (ii) any demands, claims, actions, proceedings or costs of judgment which may be made or instituted against the indemnified party by reason of personal injury (including death) to any person, or damage to property, arising out of or connected with the performance of the activities to be carried out

pursuant to the Agreement. These indemnifications will include reasonable expenses, including attorney's fees, incurred by defending such claims and damages incurred by reason of the indemnifying party's failure to comply with applicable laws, ordinances, and regulations or for damages caused by the indemnifying party.

11) Term: The term of this Agreement shall be from the date of August 1, 2016 to July 31, 2017. Thereafter, the term of this agreement shall automatically renew on a month to month basis subject to termination by either party upon the provision of thirty (30) days' written notice to the other party.

WHEREFORE, the parties have accepted the obligations, terms, and conditions set forth herein as evidenced by the signatures of their respective authorized representatives below.

WESTERN PSYCHIATRIC INSTITUTE
AND CLINIC OF UPMC PRESBYTERIAN
SHADYSIDE

THE WARREN COUNTY SCHOOL
DISTRICT

By: _____

Mr. David Bobrzynski
Vice President, Finance

By: _____

Date: _____

Date: _____

EXHIBIT A

SCOPE OF SERVICES FOR THE WESTERN PSYCHIATRIC INSTITUTE AND CLINIC LICENSED ACADEMIC SCHOOL AND PAYMENT PROVISIONS

The following outlines the agreed upon Licensed Academic School services and costs.

Program Description

The Licensed Academic School (LAS) is a component of the Child Division of Western Psychiatric Institute and Clinic (WPIC) of UPMC Presbyterian Shadyside. The LAS is an inpatient based program designed to meet the academic needs of children and adolescents (grades K-12), with various psychiatric disorders.

Educational Programming

The LAS at WPIC is licensed by the Pennsylvania Department of Education and employs state certified teachers and mental health professionals. While your student is hospitalized, the goal of the LAS is to provide specialized academic support and instruction in order to maintain his/her learning trajectory. With completed releases, our teaching staff will regularly communicate with the appropriate district personnel, updating them on student academic progress. Each student is provided with a daily minimum of 3.5 hours of educational programming in which they may practice academic skills while utilizing therapeutic interventions.

During the student's educational experience at LAS, he/she will have access to their school work and will have the formal assistance of a properly certified educator and a qualified classroom aide. The educators are highly skilled in the field of educating students with acute mental health needs. The educators will provide stimulating academic facilitation utilizing a wide range of mixed pedagogical techniques. The educators cater the experience to the learning styles and appropriate levels of learning taxonomy while engaging each student within their zone of proximal development.

In order to maximize the use of your student's academic time, the educators will be in regular contact with a representative from the student's school. The program will seek the school's input regarding their student's academic needs. Upon discharge, you will receive a discharge letter that will include admission and discharge date and upon request, can provide communication about academic achievement via a satisfactory/ unsatisfactory grading system.

Length of Participation

The length of participation in the LAS will vary as determined by your student's individualized treatment plan and attainment of individualized treatment goals. Progress is continually assessed by the multidisciplinary treatment team in collaboration with the school, the student and his/her family. The average length of stay is approximately 5-7 days.

For a full description of the LAS, please contact William Davies, Ed.D at 412-235-5371.

Program Cost

This agreement is necessary to partially off-set the costs of providing educational programming in conjunction with the WPIC Inpatient LAS.

Compensation shall be sent to the following address:

Western Psychiatric Institute & Clinic
Attn: WPIC Finance, Rm. E616
3811 O'Hara Street
Pittsburgh, PA 15213

The average length of stay is 5-7 days. A single day of acute partial hospitalization educational programming per student: \$ 75.00

TOTAL COST	\$75.00 per day, per student
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EXHIBIT B
**SCOPE OF SERVICES FOR THE WESTERN PSYCHIATRIC INSTITUTE AND ACUTE
ADOLESCENT PARTIAL HOSPITALIZATION PROGRAM AND PAYMENT PROVISIONS**

The following outlines the agreed upon Acute Adolescent Partial Hospitalization Program (AAPHP) services and costs.

Program Description

The (AAPHP) is a component of the Child Division of Western Psychiatric Institute and Clinic (WPIC) of UPMC Presbyterian Shadyside.

Educational Programming

The goal of the AAPHP is to improve your student's level of functioning within family, school, and community. This agreement pertains to the educational programming provided at the AAPHP. While we are not a school based partial program, we value the importance of academic success. Each student is provided with 2.5 hours of educational programming in which they may practice academic skills while utilizing therapeutic interventions.

During the student's educational experience at AAPHP, he/she will have access to their school work and will have the formal assistance of an educator and a classroom aide. The educators are highly skilled in the field of educating students with acute mental health needs. The educators will provide stimulating academic facilitation utilizing a wide range of mixed pedagogical techniques. The educators cater the experience to the learning styles and appropriate levels of learning taxonomy while engaging each student within their zone of proximal development.

In order to provide a smooth transition and to maximize the use of your student's academic time, the educators will be in regular contact with a representative from the student's school. The program will seek the school's input regarding their student's academic needs. A meeting will be scheduled with the student, family, and appropriate school staff to discuss the student's transition back to school. This meeting may also include a discussion of school taper, successful behavioral interventions, academic learning styles and other transition planning.

Length of Participation

The length of participation in the AAPHP will vary as determined by your student's individualized treatment plan and attainment of individualized treatment goals. Progress is continually assessed by the multidisciplinary treatment team in collaboration with the school, the student and his/her family.

For a full description of the AAPHP, please contact William Davies, Ed.D at 412-235-5371.

Program Cost This agreement is necessary to partially off-set the costs of providing educational programming in conjunction with the acute partial hospitalization program.

Compensation shall be sent to the following address:

Western Psychiatric Institute & Clinic
Attn: WPIC Finance, Rm. E616
3811 O'Hara Street
Pittsburgh, PA 15213

A single day of acute partial hospitalization educational programming per student: \$ 75.00

TOTAL COST	\$75.00 per day, per student
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EXHIBIT C

**SCOPE OF SERVICES FOR THE WESTERN PSYCHIATRIC INSTITUTE AND CLINIC
CENTER FOR OVERCOMING PROBLEM EATING (COPE) PARTIAL HOSPITALIZATION
PROGRAM AND PAYMENT PROVISIONS**

The following outlines the agreed upon COPE services and costs.

Program Description

The Center for Overcoming Problem Eating Partial Hospitalization Program (COPE) is a component of the Child Division of Western Psychiatric Institute and Clinic (WPIC) of UPMC Presbyterian Shadyside.

Educational Programming

The goal of the COPE is to improve your student's level of functioning within family, school, and community. This agreement pertains to the educational programming provided at the COPE. While we are not a school based partial program, we value the importance of academic success. Each student is provided with 2.5 hours of educational programming in which they may practice academic skills while utilizing therapeutic interventions.

During the student's educational experience at COPE, he/she will have access to their school work and will have the formal assistance of an educator and a classroom aide. The educators are highly skilled in the field of educating students with acute mental health needs. The educators will provide stimulating academic facilitation utilizing a wide range of mixed pedagogical techniques. The educators cater the experience to the learning styles and appropriate levels of learning taxonomy while engaging each student within their zone of proximal development.

In order to provide a smooth transition and to maximize the use of your student's academic time, the educators will be in regular contact with a representative from the student's school. The program will seek the school's input regarding their student's academic needs. A meeting will be scheduled with the student, family, and appropriate school staff to discuss the student's transition back to school. This meeting may also include a discussion of school taper, successful behavioral interventions, academic learning styles and other transition planning.

Length of Participation

The length of participation at COPE will vary as determined by your student's individualized treatment plan and attainment of individualized treatment goals. Progress is continually assessed by the multidisciplinary treatment team in collaboration with the school, the student and his/her family.

For a full description of the AAPHP, please contact William Davies, Ed.D at 412-235-5371.



Program Cost This agreement is necessary to partially off-set the costs of providing educational programming in conjunction with the acute partial hospitalization program.

Compensation shall be sent to the following address:

Western Psychiatric Institute & Clinic
Attn: WPIC Finance, Rm. E616
3811 O'Hara Street
Pittsburgh, PA 15213

A single day of COPE partial hospitalization educational programming per student: \$ 75.00

TOTAL COST student	\$75.00 per day, per
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