

TUNKHANNOCK AREA SCHOOL DISTRICT
TUNKHANNOCK, PENNSYLVANIA
SUPPLEMENTAL AGENDA

BOARD OF SCHOOL DIRECTORS
WORK SESSION/BOARD MEETING
HIGH SCHOOL LIBRARY
THURSDAY, SEPTEMBER 13, 2018

1. Recommend that a resolution be adopted to approve a contract between TASD and Children's Service Center of Wyoming Valley, Inc to provide behavioral health services. (pp2-9)

Motion by _____ Seconded by _____

2. Recommend that a resolution be adopted to approve volunteers for the 2018-19 school year as presented. All clearances and TB testing are on file in the Superintendent's office as required by Board Policy except as noted. (p10)

Motion by _____ Seconded by _____

CONTRACT BETWEEN TUNKHANNOCK AREA SCHOOL DISTRICT
AND
CHILDREN'S SERVICE CENTER OF WYOMING VALLEY, INC
TO PROVIDE BEHAVIORAL HEALTH SERVICES

This contract is entered into between Tunkhannock Area School District (hereinafter referred to as "School District"), and Children's Service Center of Wyoming Valley, Inc (hereinafter referred to as "Contractor").

As the contractor is qualified to enter into this contract with the School District and agrees to deliver services and products described below in accordance with the requirements set forth below.

NOW THEREFORE, it is agreed between the School District and Contractor as follows:

ARTICLE I
DESCRIPTION OF SERVICES AND PRODUCTS

Contractor agrees to deliver services and products described below, subject to any of the following limitations:

1. Contractor will employ a Drug and Alcohol Prevention Education Specialist/Student Assistance Specialist, Cammie Anderson, to work in the Tunkhannock Area School District. The Contractor's staff member will be assigned specifically to the School District from October 1, 2018 through June 14, 2019 on a full-time basis throughout the school calendar year.

Description of services to be performed by this professional includes:

- Provide Drug and Alcohol Prevention Education to the students of the district
- Consult with the District Administration, Special Education, Guidance Staff and Teachers on needs of students
- Act as a member of the Student Assistance Program Team
- Provide assessments, interventions and coordinate treatment for the students of the District

TIMELINESS

Contractor agrees to deliver all services and products described herein in a timely fashion.

ARTICLE II
PAYMENT

A. Total Contract Amount

School District agrees to pay Contractor in consideration of services and products to be delivered by Contractor as described in Article I herein, a total amount not to exceed \$18,000 in the nine month period October 1, 2018 to June 14, 2019. This amount includes all services provided by the Contractor.

It is understood that the agreement with CSC is for CSC staff person Cammie Anderson to provide the requested services. If, for any reason, Cammie is unable to provide the requested services, both parties agree to reopen the contract to negotiate an acceptable rate.

B. Payment

School District agrees to make payment to Contractor at the conclusion of every 3-months (Quarterly). All payments are contingent upon receipt by School District of a request from Contractor and a report of previous quarter's activities.

ARTICLE III
RECORD KEEPING AND REPORTING

A. Contractor's Obligations

1. Contractor agrees to provide School District with an unduplicated client count (users) by age and sex on a quarterly basis. In addition, contractor agrees to provide School District with a report on units of service provided (encounters). Also on a quarterly basis, contractor agrees to provide School District with a brief narrative describing the services provided in general to clients, noting program achievements and any areas where problems in service delivery or coordination have occurred.
2. Contractor agrees to maintain books of account, including expenses, journals and ledgers, relation to this contract. Such books, documents, papers and records will be maintained using generally accepted principles of account.
3. Contractor agrees to maintain for three (3) years after final payments is made under the contract and all pending matters are closed and to make available to authorized personnel of School District, such records as may be necessary for audit purposes. If an audit, litigation or other action involving the records is started before the end of the three (3) year period, Contractor agrees to maintain the records until the end of the three (3) year period or until the audit, litigation or other action is completed, whichever is later.

B. Mutual Obligations

School District and Contractor agree that all information, records, data and data elements, collected and maintained for the administration of this contract shall be protected by them from unauthorized disclosure in accordance with prevailing statutes, regulations, custom and usage, canons or code of professional ethics. However, nothing contained herein shall be construed to prohibit any Federal or other appropriate official from obtaining, reviewing and auditing any information, record, data, and data element to which (s) he is lawfully entitled.

ARTICLE IV
TERMINATION PROCEDURES

A. Termination for Cause

School District may terminate this contract in whole or in part at any time before the date of completion, if School District determines that Contractor has materially failed to comply with the terms of this contract. School District will promptly notify Contractor in writing of the determination and the reasons for the termination, together with the effective date. Payments made to Contractor or recoveries by School District shall be in accordance with the legal rights and liabilities of the parties.

B. Termination for Convenience

School District and Contractor may terminate this contract in whole or in part when both parties agree that continuation of the contract would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in case of partial termination, the portion to be terminated.

Either party may terminate this contract, for any reason, by giving the other party 60-days notice to discontinue the contract.

ARTICLE V
LIABILITY AND INDEMNIFICATION

A. Contractor's Obligations

Contractor is an independent contractor and therefore agrees to defend and hold harmless School District, its officers, agents and employees from any and all claims or losses resulting from a finding of any failure on Contractor's part to perform any of its obligations under this contract or in connection with the negligent performance of any of its obligations under this contract.

Contractor further agrees to defend and hold harmless School District, its officers, agents and employees from any and all claims of losses resulting to third parties or employees of Contractor who supply work, service, materials, or supplies in connection with the performance of this contract. Contractor further agrees to defend School District against any claims or losses resulting to any third party or employee of Contractor who may be injured or damaged by Contractor in performance of this contract, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of materials furnished by Contractor under this contract.

B. School District Obligations

School District agrees to hold harmless Contractor from any liability with respect to School District's failure to perform any of its obligations under this contract or in connection with the negligent performance of any of its obligations under this contract.

ARTICLE VI
TIME OF PERFORMANCE

- A. This contract shall be effective during the period of October 1, 2018 through June 14, 2019.
- B. This contract will automatically renew from one year to the next unless School District or Contractor notifies the other party of their intent not to renew.
- C. This contract represents the complete understanding of the parties hereto. This contract may be amended only by mutual written agreement of School District and Contractor.

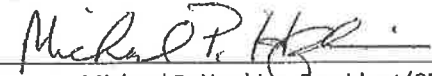
IN WITNESS WHEREOF, the parties hereto have executed this contract, effective October 1, 2018.

Date

9/11/18

Date

Heather McPherson, Superintendent
Tunkhannock Area School District



Michael P. Hopkins, President/CEO
Children's Service Center of Wyoming Valley Inc

APPENDIX A

The Children's Service Center of Wyoming Valley, Inc.
335 South Franklin Street
Wilkes-Barre, PA 18702
Phone: (570) 825-6425 Fax: (570) 301-3330
Email: cboyle@e-csc.org
Website: <http://www.cscwv.org>

Business Associate Agreement to Maintain Confidential Protected Health Information

WHEREAS Tunkhannock Area School District (hereinafter "Contractor") and The Children's Service Center of Wyoming Valley, Inc. (hereinafter "Agency") entered into an Agreement for the 2018/19 School Year for the provision of maintaining confidential protected health information.

WHEREAS, Contractor recognizes that, in the course of providing services for Agency, Contractor may come into contact with confidential client health information created, maintained and/or used by or on behalf of Agency, which is protected by virtue of state and federal law, including but not limited to the federal regulations set forth at 45 C.F.R., Parts 160 and 164, entitled *Standards/or Privacy of Individually Identifiable Health Information* (hereinafter "Regulations").

WHEREAS, Agency is required by the Regulations to receive satisfactory assurances from Contractor that Contractor will use the confidential client health information (which shall at all times 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 Contractor is hereby providing such satisfactory assurances by agreeing to amend the underlying agreement as follows.

WHEREAS, Agency is willing to provide access to the Protected Health Information necessary for Contractor 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 Agency's 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. Contractor 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 Agency, and where required, the patient. Contractor will protect all such information and treat it as strictly confidential. Contractor agrees to abide by the requirements of 45 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. Contractor may, except as otherwise limited in this Agreement, use or disclose Protected Health Information received, obtained, created and/or maintained in the course of Sub-Contractor's relationship with Agency only: (1) as required by law, or (2) to perform functions, activities or services for, or on behalf of, Agency as specified in the underlying Agreement, provided that such use or disclosure would not violate the requirements of 45 C.F.R., Parts 160 and 164, *Standards for Privacy of Individually Identifiable Health Information* if done by Agency. Sub-Contractor is hereby permitted to use or disclose Protected Health Information for the proper management and administration of the Contractor's business, and/or to carry out the legal responsibilities of the Contractor. Proper management and administration of the Contractor's business does not include the use of Protected Health Information, or the identity of Agency's clients, for solicitation, marketing, fundraising, or other non-necessary purposes. Should Contractor at any time disclose to a third party Agency's Protected Health Information for its proper management and administration or to carry out its legal responsibilities, Contractor 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 the Contractor any instances of a breach of confidentiality of which the third party is aware. The Contractor must report in writing to the Agency any instances of a breach of Protected Health Information within 20 days of said breach.

1.2 Appropriate Safeguards. Contractor 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 patients, other than as provided for by this Agreement. Such safeguards must be in place at all times for the security of Protected Health Information that is maintained both in electronic and paper forms. Contractor further agrees to maintain and use appropriate safeguards to prevent the improper disclosure of such information in the form of oral communications. Should an improper disclosure of Protected Health Information occur, the Contractor has 20 days from the discovery of the disclosure to provide the Agency detailed information of the disclosure and identify any and all affected individuals.

1.3 Agent and Contractors. Contractor hereby agrees to ensure that any agent or sub-contractor agrees to the same restrictions and conditions under this Agreement that apply to Contractor with respect to such Protected Health Information

2.0 Reporting of Improper Uses and/or Disclosures. Contractor agrees to immediately report to the Agency any use or disclosure of Agency's Protected Health Information and/or the identity of Agency's clients of which it becomes aware, which is not permitted pursuant to this Agreement or pursuant to the Regulations. Contractor must also mitigate, to the extent practicable, any harmful effect known to Contractor of a use or disclosure of Protected Health Information by Contractor that is not permitted pursuant to this Agreement or pursuant to the Regulations.

2.1 Availability of Information Maintained by Sub-Contractor. Contractor hereby agrees to make available any of Agency's Protected Health Information, immediately upon Agency's request, for purposes of insuring the right of access of patients to their own health information.

- 2.2 Amendments.** Contractor shall make available to Agency, upon request, any Protected Health Information for which Agency has agreed to make and/or has made any amendments. In such cases, Contractor agrees to incorporate all such amendments made by Agency, to the information maintained by Sub-Contractor.
- 2.3 Accounting.** Contractor shall maintain appropriate records of all disclosures of Protected Health Information made to third parties in sufficient form to allow for an accounting of disclosures to be properly generated pursuant to the Regulations. Upon request of the Agency, Contractor shall make such records available to Agency for purposes of providing an accounting of disclosures pursuant to the Regulations.
- 2.4 Availability of Internal Practices, Books, and Records.** Contractor 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 Agency, or created or received by Contractor on behalf of Agency, 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 Agency, for purposes of determining whether the Agency is complying with the above-referenced Regulations.

3.0 Maintenance of Protected Health Information Upon Termination of Agreement. Upon the termination of this Agreement for any reason, Contractor shall return to Agency all Protected Health Information received from Agency, or created or received by Contractor on behalf of Agency, including Protected Health Information in the possession of Contractor's agents and Contractors, retaining no copies of any such information. In the alternative, upon the termination of the Agreement, Contractor 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 Agency. Such destruction must be performed in such a way that no readable or otherwise interpretable portion of the information continues to exist.

If Contractor believes that such a return or destruction is not feasible for any reason, Contractor must contact an authorized representative of Agency 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.

Contractor's rights and obligations under this section shall survive the termination of this Agreement.

3.1 Termination of Agreement. Contractor hereby authorizes termination of this Agreement by Agency should the Agency find that Sub-Contractor has violated a material term of this Agreement.

4.0 Continuity of Original Agreement. The agreement between the parties consists of this original Agreement and any Amendments. Unless inconsistent with the terms of this Agreement, all terms set forth in the original Agreement remain unchanged and effective. To the extent that there exist any inconsistencies between the terms of any other Agreement and this Amendment with regard to the

duties of maintaining confidentiality of Protected Health Information, the terms of this Agreement shall prevail.

5.0 References. Any reference in this Agreement to a section of the *Standards/or 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.

5.1 Amendment of Agreement. Contractor and Agency agree to take such action to amend this Agreement from time to time as is necessary for Agency to comply with the *Standards for Privacy of Individually Identifiable Health Information*, and related federal and state law.

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

IN WITNESS WHEREOF, The Contractor and the Agency have executed this Agreement as of the date above written.


Tunkhannock Area School District

Children's Service Center of Wyoming Valley, Inc.

Contractor

Agency

By: _____

By:  _____

Title: _____

Title: Christopher Boyle, Sr. VP Human Resources

Volunteers 09-13-2018 Supplemental
2018-19 School Year

| Last | First | Activity |
|------------|------------------|------------|
| Appleby | Sara | All |
| Butler | Jacquelyn Dymond | All |
| Cook | Jamie | Prim |
| Cooper | Brandi | Inter |
| Corby | Becky | Prim |
| Freeman | April | Inter |
| Klose | Jennifer | Inter/HS |
| Kozloski | Tami | Prim/Inter |
| Latwinski | Alan | Inter |
| Latwinski | Lisa | Inter |
| Lupinski | Sara | Inter/Acad |
| Martin* | Donalynn | Inter |
| Mateus | Heather | inter/HS |
| McGavin | Maureen | All |
| Mead* | Judy | Inter |
| Mock | Angela | All |
| Price | Arlene | Inter |
| Proctor* | Jessica | Prim |
| Salters | Estera | All |
| Sherwood | Kelly | Prim/Inter |
| Stull | Denise | Prim |
| Valvano | Valerie | Inter |
| Vangasbeck | Erin | Prim/Inter |
| VanNess | Christine | Inter/HS |
| Walsh* | Tara | Prim/Inter |

* Indicates updated clearances are/will be needed or pending additional information