

## Recognizing and Reporting Child Abuse Train-the-Trainer Program

September 18-19, 2018 – 9 AM to 4 PM Hotel Indigo Harrisburg 765 Eisenhower Blvd, Harrisburg, PA 17111

The Pennsylvania Family Support Alliance (PFSA) is pleased to provide this Recognizing and Reporting Child Abuse Train-the-Trainer (TTT) Program. TTT assists agencies in building and expanding in-house expertise and capabilities.

It is strongly recommended that there be someone available within the organization who is well-versed in child abuse and neglect and the Child Protective Service Law and is able to answer questions and provide technical assistance to your staff.

Designating someone in your organization as the on-site "training expert" will enhance and benefit your organization as you refine your child safety policy/procedures. After participating in the TTT Program, trainers will have knowledge, experience, access to materials, PFSA's support, resources and updates to regulations to train your staff and volunteers to keep everyone up-to-date on meeting requirements.

The job of the trainer is to teach the objectives and course content and to help participants complete the activities as they are outlined in the Trainer's Guide. The Trainer's Guide provides all the information needed to make the program a successful learning experience for the participants. The guide is an organizational tool for arranging facilities, people, time, and materials for training. It also presents information to improve general training skills. During the TTT, participants will learn how to use the guide when facilitating your organization's trainings.

This Train-the-Trainer program will include pre-training surveys, activities, discussions, videos, PowerPoint presentations, participant's guides, post-training surveys, and training evaluations. There are four main sections to the training: The Child Protective Services Systems, Defining Child Abuse, The Reporting Process, and The System's Response to Child Abuse.

Presented by: Sherri Irvis-Hill, PA Family Support Alliance

**Cost**: The application fee structure is \$400 the first year; \$300 renewal fee for years two and three. **Application fees are to be paid directly to PFSA**.

**Meals:** Breakfast, lunch, and breaks will be provided. Please inform Sara Bowden at <a href="mailto:sara@ppta.net">sara@ppta.net</a> of any dietary restrictions at least one week in advance.

**Lodging**: Hotel Indigo Harrisburg (765 Eisenhower Blvd, Harrisburg, PA 17111)

Room block is available for the nights of September 17 & 18, 2018 at the government rate of \$110/night plus taxes. Click here to book online or call 717-558-7676 (ask for PPTA block).

Rooms will be released on September 4 (or when sold out). Note that rooms cancelled less than 3 days prior to arrival will incur a 1-night charge.

Parking: Free, on-site parking is available at the Hotel Indigo.

**Attire**: Casual. Because it can be a challenge to keep the meeting room at a temperature that accommodates everyone, we recommend bringing a sweater or jacket to stay comfortable.



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**Maximum Class Size: 15** 

**Attendee Registration:** To register for this program and begin the process of becoming a TTT organization OR to add new trainers (if you are already a TTT organization), please complete & submit the following:

- PennTRAIN Registration Form (below) submit to Sara Bowden, PennTRAIN Program Coordinator, at <a href="mailto:sara@ppta.net">sara@ppta.net</a>
- PFSA TTT Application (pages 4 to 6) submit to PFSA at <a href="mailto:training@pa-fsa.org">training@pa-fsa.org</a>
- PFSA TTT Agreement (pages 7 to 14) submit to PFSA at training@pa-fsa.org
- PFSA TTT Payment Form (page 15) submit to PFSA at <a href="mailto:training@pa-fsa.org">training@pa-fsa.org</a>

Registration Deadline: Monday, September 10, 2018

PennTRAIN Registration Form  Submit to Sara Bowden, PennTRAIN Program Coordinator Email: <a href="mailto:sara@ppta.net">sara@ppta.net</a> Fax: 717-234-7176  Mail: 600 N 3 <sup>rd</sup> Street, 4 <sup>th</sup> Floor, Harrisburg, PA 17101			
Organization Name			
Attendee Name	Attendee Title		
Attendee Email Address	Attendee Phone Number		
Organization Contact Name	Organization Contact Email Address		

Be sure to also submit the Application, Agreement, and Payment Form to PFSA.

These documents can be found on the following pages.



Training for professionals
 Support for families
 Education for communities

Prospective Organizational Trainers:

Pennsylvania Family Support Alliance (PFSA) would like to thank you for your interest in the Recognizing and Reporting Child Abuse *Train-the-Trainer* Program. We are committed to assisting agencies in building and expanding in-house expertise and capabilities, and we applaud your efforts to better protect PA's children and look forward to working in partnership with you.

As you know, the recent changes to our Child Protective Services Law are great and we know there will be a need for significant clarification in both policy and practice. That's one of the main reasons we feel strongly about a multi-year commitment between your organization and PFSA. As an organization with staff approved to train PFSA's curriculum you will receive the following:

- Two full days of training by PFSA's expert child welfare trainers.
- An assurance that you will be using PFSA's acclaimed curriculum, Recognizing and Reporting Child Abuse which is approved by Departments of Human Services, Education and State.
- Ongoing technical assistance related to adult learning principles and policy and practice clarification from PFSA's expert child welfare staff and trainers.
- Routine educational opportunities related to best practices on a range of topics related to training mandated reporters. PFSA has more than 20 years' experience in training professionals on this subject we'll share what we've learned along the way!
- PFSA staff will upload information for CE's to Department of State and Department of Education for all licensed professionals trained by an approved trainer.

We are dedicated to assisting you in providing the highest quality training experience possible for your staff and colleagues. Attached are several documents; we have attempted to provide as much information as possible up front to assist you in deciding if *Train-the-Trainer* is a good fit for your organization.

If you have additional questions please do not hesitate to contact me directly; I'll be happy to help you.

Regards,

Haven Evans
Director of Training

MELIANS-

2000 Linglestown Rd, Suite 301, Harrisburg, PA 17110
Phone: 717-238-0937 / Fax: 717-238-4315 / Pa. Toll Free: 800-448-4906
Email: <a href="mailto:info@pa-fsa.org">info@pa-fsa.org</a> / Website: <a href="www.pa-fsa.org">www.pa-fsa.org</a> / Blog: <a href="www.pa-fsa.org">www.pa-fsa.org</a> / Blog: <a href="www.pa-fsa.org">www.pa-fsa.org</a> / Blog: <a href="www.pa-fsa.org">www.pa-fsa.org</a> / Blog: <a href="www.pa-fsa.org">www.pa-fsa.org</a> / Website: <a href="www.pa-fsa.org">www.pa-fsa.org</a> / Web



PFSA TRAIN-THE-TRAINER APPLICATION			
ORGANIZATION INFORMATION P	LEASE TYPE OR PRINT		
Name of Organization:			
Primary Contact:			
Email:			
Phone:			
Work Address:			
City:	State:	Zip Code:	
Organization website:	1		
Training Date/Location:			
TRAINING PLAN:			
NUMBER OF EMPLOYEES IN THE ORG	ANIZATION:	_	
NUMBER OF TRAINERS PER ORGANIZA	ATION:		
APPROXIMATE NUMBER OF SESSIONS TO BE HELD PER YEAR:			
ANTICIPATED NUMBER OF EMPLOYEE	S TRAINED PER TRAIN	ING SESSION:	
INDICATE MONTH(S) TRAINING IS EXPECTED TO OCCUR:			
ADDITIONAL TRAINING PLAN INFOR	RMATION (OPTIONAL)	):	

PARTICIPANT INFORMATION				
Participant #1 Name:				
Work Address:				
City:	State:	Zip Code:		
Phone:	E-mail:	Position:		
Experience as a Trainer:				
Participant #2 Name:				
Work Address:				
City:	State:	Zip Code:		
Phone:	E-mail:	Position:		
Experience as a Trainer:				
Participant #3 Name:				
Work Address:				
City:	State:	Zip Code:		
Phone:	E-mail:	Position:		
Experience as a Trainer:				
Participant #4 Name:				
Work Address:				
City:	State:	Zip Code:		
Phone:	E-mail:	Position:		
Experience as a Trainer:				
MAKE A COPY OF THIS PAGE IF REGISTERING MORE THAN 4 PARTICIPANTS				

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	Chief Executive Officer Approval				
Chief Execu	tive Officer:				
Email:	Email: Phone:				
	ure that professional liability insurance is current, in a sum no less than \$1,000,000 with cially sound and reputable insurers.				
	prove the participants listed above to serve as Recognizing and Reporting Child Abuse ners for our organizational; as such:				
c	I acknowledge that the participants listed above have on file current (within 60 months) child abuse clearances and state police criminal background clearances and that those clearances do not contain information that would prohibit hire or service under §6344 (c) of the Child Protective Services Law.				
С	<ul> <li>I attest that the participants listed above demonstrate professional understanding of core learning principles and are capable of presenting the curriculum to adult learners within our organization.</li> </ul>				
C	<ul> <li>I assent that PFSA curriculum may not be reproduced or used in any other way than to provide face-to-face training within our organization's work setting.</li> </ul>				
C	I agree that participants listed above shall present the curriculum at least twice annually and that your organization will purchase and provide Participant Manuals to each trainee.				
C	<ul> <li>I accept that the curriculum is to be provided in a three or six hour face-to-face training format.</li> </ul>				
participants	ny name below, I certify that I have read the above information. I am in full support of the named training PFSA curriculum to employees of our organization. I agree to the above and acknowledge that they are correct.				
Chi	Chief Executive Officer Signature Date				
Submit comp	CHECKLIST OF ITEMS THAT MUST BE SUBMITTED leted application and materials via email to <a href="mailto:training@pa-fsa.org">training@pa-fsa.org</a> or fax to 717-238-4315				
	Completed application				
	Signed legal contract ( <b>One per organization</b> )				
	Completed payment form				
	Payment will be accepted via check, credit card or purchase order.				
	Applications will not be considered until payment is received.				

#### PENNSYLVANIA FAMILY SUPPORT ALLIANCE TRAIN-THE-TRAINER AGREEMENT

This Agreement ("A	greement"), dated as	of thed	ay of	, 20,	(the
"Effective Date"), is by an	d between PENNSYL	VANIA FAMILY S	UPPORT ALLIANO	CE (" <i>PF</i> S	<i>A</i> "), a
Pennsylvania non-profit co	orporation, with offices	s located at 2000	Linglestown Roa	d, Suite	301,
Harrisburg, PA 17110 and					
		("Organization")	), a		,
name of organization	า		type of organization	n	
with offices located at					
	organization address	citv	state	zip	

#### Background

WHEREAS, PFSA offers "Recognizing and Reporting Child Abuse" training (the "Curriculum");

WHEREAS, the Curriculum has been approved by the Pennsylvania Department of State (the "Department") under Title 23, Chapter 63, Section 6383(c)(4) of the Child Protective Services Law, 23 Pa.C.S. § 6383(c)(4) ("Act 31"), and the Pennsylvania Department of Human Services ("DHS");

WHEREAS, the Curriculum has been approved by the Pennsylvania Department of Education ("PDE") under the Act of March 10, 1949 (P.L. 30, No. 14), known as the Pennsylvania Public School Code of 1949, Section 1205.6 ("Act 126"), and the Pennsylvania Department of Human Services ("DHS");

WHEREAS, in connection with the Curriculum, PFSA also offers "Train-the-Trainer" training (the "*Training*"), a twelve (12) hour in-person group training workshop occurring over two (2) days, to instruct individuals on how to teach the Curriculum; and

WHEREAS, Organization desires to have Organizational Trainers (as hereinafter defined) attend the Training and subsequently present the Curriculum to individuals designated as Trainees (as hereinafter defined) upon the terms and conditions hereinafter set forth.

#### Agreement

NOW, THEREFORE, with the intent to be legally bound hereby and in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

#### 1. Definitions.

"Application" means the Registration for Pennsylvania Family Support Alliance Train-the-Trainer form substantially in the form attached hereto.

"Intellectual Property" shall mean (i) all inventions or discoveries (whether patentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissuances, continuations, continuations in-part, divisions, revisions, extensions, and reexaminations thereof; (ii) all trademarks, service marks, trade dress, logos, trade names, and corporate names, together with all translations, adaptations, derivations and combinations thereof and including all goodwill associated therewith; (iii) all works of authorship, including without limitation Trainee Materials or derivatives thereof in any form, that may be the subject of copyright protection, all copyrights, and all applications, registrations and renewals in connection therewith; (iv) all trade secrets and confidential business information and (vi) all causes of action, or rights of enforcement, relating to any of the foregoing.

	"Organizational Trainers" means these individuals (list each prospective Organizational Trainer's name):			
from		who take part in the Training		
	Organization's name			

in order to teach the Curriculum to Trainees. Training for an Organizational Trainer to replace any individual listed above will be subject to a \$50 change fee.

"Trainee" means employees of the Organization, an individual with whom the Organization contracts or an individual who volunteers for the Organization.

"Training Materials" means all PFSA training course materials that are compliant with Department, PDE and DHS requirements, as modified by PFSA from time to time, given by PFSA or Organizational Trainers to Trainees during the Curriculum.

- 2. <u>Services</u>. PFSA shall (i) provide the Training to Organizational Trainers at the date and time set forth in the Application and (ii) provide certain technical assistance services, including delivery of the Curriculum, clarification of the Curriculum's content, updating Organizational Trainers on any changes made by PFSA to the Curriculum and the Training Materials (the "*Updates*") and the reporting of Trainees' completion of the Curriculum to the Department for purposes of Act 31, if applicable ("*Continuing Education Reporting*" and, collectively with the Training and the Updates, the "*Services*").
  - 3. Obligations of Organizational Trainers and Organization.
  - 3.1 Organizational Trainers shall:
- (i) Demonstrate (a) reasonable knowledge of adult learning principles, (b) experience working with Pennsylvania's child welfare system and (c) the ability to comfortably engage with the Curriculum and present the Curriculum to Trainee(s);
- (ii) Successfully complete the Training, which shall be determined solely by PFSA in good faith;
  - (iii) Devote reasonable time and effort preparing to deliver the Curriculum to Trainees;

- (iv) Present the Curriculum at a three (3) hour in-person training solely to Trainees(s) at least twice annually;
- (v) Not present the Curriculum to more than fifty (50) Trainees at any one Training or to any individual other than a Trainee;
- (vi) Deliver the Training Materials to each Trainee at the time Organizational Trainer delivers the Curriculum to such Trainee;
- (vii) Require each Trainee to sign an attendance sheet, deliver electronic copies of such attendance sheet to PFSA within two weeks of Trainees' training by an Organizational Trainer and inform PFSA of any difficulties and/or successes concerning the Organizational Trainers' training of Trainee(s);
- (viii) Inform and provide Trainees with instructions on submitting information to PFSA via PFSA's website for purposes of Continuing Education Reporting under Act 31 if applicable to such Trainees;
- (ix) Attend any review session required by PFSA for Organizational Trainers for purposes of receiving Updates;
- (x) Obtain and maintain all necessary clearances, licenses and consents and comply with all applicable law in relation to the delivery of the Curriculum;
- (xi) Immediately notify PFSA of any change in an Organizational Trainer's contact information or any change in an Organizational Trainer's employment or contractual status with the Organization, as an Organizational Trainer's use of the Services is permitted solely for Trainees and is not transferrable to any third party or individual; and
- (xii) Cooperate with PFSA in all matters relating to the Services, including without limitation the Continuing Education Reporting, and respond promptly to any PFSA request for information that is reasonably necessary for PFSA to perform the Services.

#### 3.2 The Organization shall:

- (i) Purchase Training Materials from PFSA for each Trainee upon the terms set forth in Section 4 below:
- (ii) Provide such access to the Organization's premises as may be reasonably requested by PFSA for purposes of observing an Organizational Trainer's delivery of the Curriculum to Trainee(s);
- (iii) Appoint a primary contact with respect to this Agreement who will have the authority to act on behalf of the Organization with respect to matters pertaining to this Agreement;
- (iv) Be responsible for all costs associated with an Organizational Trainer's presentation of the Curriculum to Trainees;

- (v) Promptly notify PFSA in writing, at the sole cost and expense of the Organization, of any current, pending or threatened investigation or proceeding, whether administrative, civil or criminal, relating to an allegation against an Organizational Trainer or the Organization concerning the failure to report suspected child abuse; and
- (vi) Cooperate with PFSA in all matters relating to the Services and respond promptly to any PFSA request for information that is reasonably necessary for PFSA to perform Services in accordance with the requirements of this Agreement.
- 3.3 If PFSA's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Organization, its agents, subcontractors, consultants or employees, or any Organizational Trainer, PFSA shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by the Organization, in each case, to the extent arising directly or indirectly from such prevention or delay.

#### 4. Training Materials.

- 4.1 PFSA shall sell to the Organization and the Organization shall purchase from PFSA the Training Materials for each Trainee at the price set forth in PFSA's price list in effect at the time that PFSA accepts the Organization's order in writing (the "*Price*").
- 4.2 Training Materials must be ordered a minimum of four (4) weeks prior to the date of the Organizational Trainer's presentation.
- 4.3 The Training Materials will be delivered within a reasonable time, but no less than 14 days after PSFA accepts the Organization's order in writing. PFSA shall not be liable for any delays, loss or damage in transit.
- 4.4 PFSA shall issue invoices to the Organization for the Training Materials following delivery. Payment terms are net 30 days unless otherwise agreed to by PFSA in writing. All payments shall be in US dollars and made by check. Any amounts overdue more than 30 days are subject to interest at the rate of 18 percent per annum, or the highest rate allowed by law if less than 18 percent, plus any costs of collection.
- 4.5 PFSA exclusively owns, and shall remain the exclusive owner of, all Intellectual Property created or developed by PFSA, including, but not limited to, the Training Materials. The Organization acknowledges and agrees that this Agreement confers no rights upon Organizational Trainer and the Organization with respect to any of PFSA's Intellectual Property, and that PFSA reserves the right to take appropriate action available to PFSA at law or in equity to remedy any unauthorized use or any reproduction of PFSA's Intellectual Property. PFSA hereby grants the Organization a license to use the Training Materials free of additional charge and on a non-exclusive, worldwide, nontransferable, non-sublicensable, fully paid-up and royalty-free basis during the Term (as defined below) to the extent necessary to enable Organizational Trainer to deliver the Curriculum to Trainee(s).

### 5. <u>Term</u>.

5.1 This Agreement shall commence as of the Effective Date and shall continue thereafter for a period of three (3) years, unless sooner terminated pursuant to this <u>Section 5</u> (the

"Term").

- 5.2 PFSA may terminate this Agreement, with or without cause, by providing written notice to the Organization. Upon termination, the Organization shall deliver to PFSA and/or destroy, as PFSA elects, all Training Manuals used by Organizational Trainers to teach the Curriculum, which the Organization may not continue using following termination.
- 5.3 The Organization may terminate this Agreement at any time, upon payment of all unpaid amounts due under Section 6 of this Agreement for the entire three-year contract term.
- 6. <u>Fees and Expenses; Payment Terms</u>. The total fee for the Services shall be \$1,000.00, which shall be paid in installments as follows: (i) \$400.00 with the submission of the Application and this Agreement and (ii) \$300.00 on each of the first and second anniversary of the Effective Date. PFSA shall issue invoices to the Organization. Payment terms are net 30 days unless otherwise agreed to by PFSA in writing. All payments hereunder shall be in US dollars and made by check. Any amounts overdue more than 30 days are subject to interest at the rate of 18 percent per annum, or the highest rate allowed by law if less than 18 percent, plus any costs of collection.
  - 7. Representations and Warranties. The Organization represents and warrants to PFSA that:
  - (i) When executed and delivered by the Organization, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms; and
  - (ii) Organizational Trainer(s) possesses the required skill, experience and qualifications and shall devote adequate resources to meet the Organization's obligations under this Agreement.
- 8. <u>Organization Indemnification</u>. Subject to the terms and conditions hereof, the Organization shall indemnify, defend and hold harmless PFSA and its officers, directors, employees, agents, affiliates, successors and assigns (collectively, "*Indemnified Party*") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees and the costs of enforcing any right to indemnification under the terms and provisions hereof and the cost of pursuing any insurance providers, incurred by Indemnified Party, arising out of or resulting from the acts or omissions of the Organization or anyone under the control or supervision of the Organization.
- 9. <u>Limitation of Liability</u>. NEITHER PFSA NOR ITS REPRESENTATIVES IS LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, ARISING OUT OF OR RELATING TO ANY BREACH OF THIS AGREEMENT, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY THE ORGANIZATION OR COULD HAVE BEEN REASONABLY FORESEEN BY THE ORGANIZATION, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- 10. <u>Maximum Liability</u>. PFSA'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO ITS RELATIONSHIP WITH THE ORGANIZATION, WHETHER ARISING OUT OF OR

RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL NOT EXCEED TWO (2) TIMES THE TOTAL OF THE AMOUNTS PAID TO PFSA PURSUANT TO THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

11. <u>Insurance</u>. During the Term, the Organization shall, at its own expense, maintain and carry in full force and effect commercial general liability insurance (including product liability), making the Organization's insurance primary and non-contributory, in a sum no less than \$1,000,000 with financially sound and reputable insurers, and upon PFSA's reasonable request, shall provide PFSA with a certificate of insurance evidencing the insurance coverage specified in this <u>Section 11</u>. The Organization shall provide PFSA with 10 days' advance written notice in the event of a cancellation or material change in such insurance policy. The Organization shall also be required to purchase and maintain professional liability insurance in an amount of not less than \$1,000,000 during the term of the Agreement.

#### 12. Miscellaneous.

- 12.1 <u>Independent Contractors</u>. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
- 12.2 <u>Notices</u>. All notices and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); or (c) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses indicated below (or at such other address for a party as shall be specified in a notice given in accordance with this Section 12.2):

IF TO PFSA:	
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#### IF TO ORGANIZATION:

12.3 <u>Entire Understanding</u>. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement and understanding between the parties hereto with respect to the subject matter hereof and any and all prior agreements or understandings between the parties on the same subject are hereby rescinded and made null and void by mutual agreement.

- 12.4 <u>Assignment</u>. Neither party may assign, transfer or delegate any or all of its rights or obligations under this Agreement, without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 12.5 <u>No Third Party Beneficiary</u>. Nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.
- 12.6 <u>Modification or Amendment</u>. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- 12.7 <u>Severability</u>. If any term, condition or provision of this Agreement shall be found by any court of competent jurisdiction to be unenforceable, in whole or in part, the rest and remainder of this Agreement shall be and remain enforceable to the fullest extent allowed by law as if such unenforceable provision had never been contained herein.
- 12.8 <u>Governing Law.</u> This Agreement and the application and interpretation hereof, shall be subject to and governed exclusively by its terms and by the laws of the Commonwealth of Pennsylvania, without regard to its conflict of laws provisions. The parties agree that proper jurisdiction and venue for resolution of any and all disputes hereunder shall be exclusively in the Court of Common Pleas for Dauphin County, Commonwealth of Pennsylvania and/or the United States District Court serving such County.
- 12.9 <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. Any counterpart signature page delivered by electronic means or by facsimile transmission shall be deemed to have the same force and effect as an originally executed signature page.
- 12.10 <u>Survival of Provisions</u>. <u>Sections 4.4, 8, 9, and 10 of this Agreement shall survive the termination of this Agreement.</u>
- 12.11 <u>Headings</u>. The headings in this Agreement are inserted for convenience or reference only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of these terms or any provision of this Agreement.

executed by its duly authorized officer, as of the date first above written.

Acknowledged and Agreed to by:

Organization Primary Contact Person

Name:

Signature:

Title:

Date:

Date:

PFSA: Pennsylvania Family Support Alliance

Name:

Title:

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

IN WITNESS WHEREOF, the undersigned have executed, or caused this Agreement to be



# **PFSA Train-the-Trainer Payment Form**

Organiza	ation Informati	on:	
Add	ress		
Pho Sess		Session Lo	cation
	FEE STRUCTU		
J-1 LAIX			
	> 2018	\$400.00 application	• •
	> 2019	\$300.00 renewal fee	•
	2020 \$300.00 renewal fee per person		
	x # of	Participants	
TOTAL S	SUBMITTED: \$		
Paymen	t includes (che	eck one):	
	Total for 3 yea	rs 2018	2019 2020
REGISTI	RATION PAYM	ENT INFORMATION (	please check one):
	Credit Card (	Visa / MC / Discover )	<b>\$</b>
	Credit Card #		
	Expiration Da	te / Seci	urity code on the back of card
	Name on card	i:	
	Email or addr	ess for receipt:	
	Check (payal	ole to PFSA)	Purchase order
	2000 Linglesto Harrisburg, PA	own Road, Suite 301 A 17110	Fax- 717-238-4315 Email- training@pa-fsa.org

\*Registration fees are non-refundable.

<sup>\*\*</sup>There will be a \$50 processing fee (per person) for any training session change requests.