

D&A 2022/23 STUDENT ASSISTANCE PROGRAM (SAP)

LETTER OF AGREEMENT

AND NOW this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the **County of Tioga** (“County”), whose principle place of business is County Courthouse, 118 Main Street, Wellsboro, PA 16901 and the **Wellsboro Area School District** (“School”), whose principle place of business is 227 Nichols Street, Wellsboro, PA 16901, enter into the following agreement regarding liaison and other appropriate agency services to be offered in support of the Student Assistance Program CORE Team(s).

**WHEREAS**, the Pennsylvania General Assembly has through Act 211 of 1990 (Section 4(2)g) expressed its intent to provide appropriate counseling and support services to students who experience problems related to the use of drugs, alcohol or dangerous controlled substances; and

**WHEREAS**, the General Assembly has requested and received from the Secretary of Education, a plan requiring each school district to establish and maintain said counseling and support services for its students; and

**WHEREAS**, that plan identified the Student Assistance Program as the proper vehicle to deliver that counseling and student support; and

**WHEREAS**, the effectiveness of the Student Assistance Program is dependent on the cooperation and special services available through local provider agencies; and

**WHEREAS**, this is a joint initiative between the county Drug & Alcohol and Mental Health programs to render services to Student Assistance Program School District Teams;

**NOW THEREFORE**, desiring to cooperate and to coordinate their resources in behalf of the efforts of the Student Assistance Program CORE Team(s), the parties mutually agree to the following responsibilities of the County of Tioga and the School District:

- I. **Commencement Date, Term, and Termination.** This Agreement shall commence on **July 1, 2022** and shall terminate on **June 30, 2023** (the “Term”), subject to prior termination as set forth herein, and as follows:

Either Party may terminate this Agreement by providing the other Party with sixty (60) day written notice, which shall be considered accepted by the other Party upon receipt. Should either Party terminate this Agreement, the Provider agrees that payment made for work actually authorized up to the point of termination shall fully satisfy all claims against the County. Termination of this Agreement by the Provider shall be submitted by physical writing sent via mail, or electronic writing sent via email to: Sara Rice, Administrator, Tioga County Department of Human Services, 1873 Shumway Hill Road, Wellsboro, PA 16901, [srice@tiogahsa.org](mailto:srice@tiogahsa.org).

- I. **Health Insurance Portability and Accountability Act of 1996 (HIPAA).** The County may make available and/or transfer to the School certain Protected Health Information (PHI), in conjunction will goods or services that are being provided by the School to or on behalf of the County, this is confidential and must be afforded special treatment and protection in accordance with the Health Insurance Portability. The Provider shall maintain policies and procedures to assure compliance with all established and any subsequent requirements, where applicable.

- II. **Responsibilities of the County of Tioga:** Designate specific Provider agency(ies)/staff to render the following liaison arrangements and service provisions to SAP School District Teams:

A. **Designated Liaison:**

The County provides designated liaisons to each Student Assistance CORE Team program. These liaisons will be assigned to serve for the school year. The assignment will be made at the beginning of each school

year via a letter addressed to the superintendent of the school district in which the CORE Team resides. The Superintendent will notify the County via a return post card that the assignment is indeed satisfactory.

Consideration will be given by the County to rotating liaisons among teams so that all teams have the benefit of the County's various staff strengths.

The designated liaison(s) will attend the regularly scheduled team meetings unless a related work assignment within the County requires his/her immediate priority attention or unless he/she is on vacation, sick leave or other short term absence. Meetings will take place as follows:

Wellsboro Area: a minimum of two team meetings per month, per team, as mutually agreed upon and as requested.

In the event that a designated liaison is going to be unavailable for an extended period of time due to extended sick leave, job reassignment, etc., the County will assign a replacement designated liaison. This replacement will be discussed with the school Superintendent prior to an assignment being made.

**Consultation/Education Services:**

The designated liaison will provide these forms of consultation services to the Team:

- Screening of Need for Services
- Explanation of Available Services
- Assisting with Referrals for Services
- Assisting with Problem Resolution

Upon request and within the available funding resources, the designated liaison will provide in-service training/education services to the team, (either directly or by arranging for other County staff). Trainings may include, but are not limited to the following:

- Introduction to Dynamics of Mental Illness
- Introduction to Dynamics of Chemical Addictions
- Introduction to Dysfunctional Families
- Introduction to the Integrated Service Delivery System in Tioga County
- SAP Liaison Role

**B. Central Assessment Referral Procedures:**

Referrals for County services should be made through the Family Services Department of the Tioga County Department of Human Services according to the following steps and procedures:

- 1) The SAP Liaison will be responsible to make referrals to the D&A Case Manager unless otherwise arranged;
- 2) If the Team members prefer to make the referrals directly, the following steps should be taken:
  - i) Telephone call (1-800-242-5766) or letter or office visit made by Team Member.
  - ii) Team Member should ask to speak to the D&A Coordinator
  - iii) Team Member should provide the D&A Coordinator with as much information that is available.

- 3) Once the referral is made:
- i) The D&A unit will contact the student/student's family at a mutually convenient location to complete a basic assessment of the need for services and determine eligibility for services.
  - ii) This D&A Case Manager will provide or arrange for the provision of appropriate direct services which may be needed on an urgent or emergency basis.
  - iii) With the consent of the student, the County will release appropriate information back to the team to assist them in providing appropriate school-based intervention and support.
  - iv) The assigned D&A Case Manager will serve as the student/family's advocate as well as the broker of appropriate services.
  - v) With the consent of the student, the County will notify the team when the County ends its involvement with the student/family, based on the recommendation of the Service Planning Team.

**C. Assessment Services:**

The assigned D&A Case Manager will assist the student/family in accessing appropriate assessment services through the County or through another community provider of appropriate assessment services.

In some cases, the SAP CORE Team or the Service Planning Team will identify the need for other assessment services. The assigned D&A Case Manager will assist the student/family in securing these evaluations within the appropriate means available to the student/family and the County.

The D&A Case Manager will assist the family in making application for available funding for payment for these services (such as Medical Assistance, D&A funds, etc.).

**D. Emergency Crisis Assistance:**

The County handles emergencies in a variety of ways, depending on the type of emergency identified when the call is made to the County. Medical or fire emergencies are immediately referred to 911. Requests for Emergency (Mental Health) Crisis Assistance should be made by calling 1-877-724-7142. Emergency D&A request and reports of suspected child abuse or serious neglect which indicate that a child is immediately at risk for injury are handled by the Family Services Department. The regulations for some service categories do not recognize the need for emergency referrals or services.

Emergency (Mental Health) Crisis Assistance provides crisis intervention for persons in acute emotional distress as the result of their own or a family member's mental illness or life situation. This service can be accessed directly through calling 1-877-724-7142. The on-duty Crisis Intervention Worker will assess the situation and decide appropriate action. Mobile crisis is available upon a situation being deemed unmanageable through Telephone Crisis or Walk-in Crisis. Mobile crisis can be utilized by schools and other community based programs to assess an individual experiencing mental health crisis. In providing off-site intervention, the potential risk to staff and community residents must be considered. When appropriate, police officers may be used to secure the off-site location, removing any weapons from persons in crisis, etc. Walk-in crisis is available to any Tioga County resident experiencing a mental health crisis during the hours of 8:30 a.m. – 4:30 p.m. The Walk-in crisis office is located at 63 Third Street, Suite 103 Mansfield, PA 16933.

After the crisis situation has been resolved with appropriate emergency services being offered, follow-up service recommendations and referrals are made by the Crisis Worker. If requested or indicated by the need for service, a referral is made during the next business day to the Family Services Department for follow-up.

**E. Provisions for Treatment and After Care:**

Treatment Services will be offered by the County to SAP referrals as indicated in Section A.2., above. SAP referrals will be considered for all eligible and appropriate services available by direct service offered by the County, provided by the County through Purchase of Service contracts, or through other community agencies. A complete listing of area services is available through Help Line, an Information and Referral Hotline. The Tioga County Department of Human Services maintains a catalog of human services available in Tioga County.

After care services are arranged for, or provided directly according to the plan developed by the Service Planning Team and the service delivery professionals providing services directly to the student/family. The D&A Case Manager is responsible for the coordination and brokering of these services.

**F. Other Services or Conditions in Support of SAP:**

- 1) The County is committed to the early identification of needs for human services, especially as they impact on a young person’s family life and educational experience. The County expresses this commitment in a tangible way by providing the above services in support of SAP in Tioga County schools. As the County becomes aware of the availability of funding or other services which might be useful in support of SAP, the County will notify SAP personnel and cooperate with them to secure these resources on behalf of the children, youth and families we serve.
  - 2) Retain and monitor copies of letters of agreement, between each agency and school district within the county.
  - 3) Provide representation with decision making authority, at all SAP Coordination Team meetings, monitor the SAP Coordination Team Action Plan and its implementation via contracts between the county and provider agencies.
  - 4) Facilitate and/or utilize the following Conflict Resolution Process to resolve local issues:
    - Step 1** – District CORE Team and Local Provider Agency
    - Step 2** – School Building Administrator and Administrator of Local Provider Agency
    - Step 3** – School District Central Office Administrator, Tioga County Department of Human Services Administrator
    - Step 4** – Regional Coordinator(s), School District Superintendent, and OMH Area Office Community Program Manager or Office of Drug and Alcohol Programs’ Representatives
    - Step 5** – Interagency Planning Committee
- Note: The personnel indicated at each STEP does not preclude the inclusion of other individuals involved with the Student Assistance Program.*
- 5) Foster cooperation between SAP and CASSP in working with children.
  - 6) Review SAP program outcomes with SAP program staff.
  - 7) Foster cooperation between SAP and the Intermediate Unit #17 interagency coordinator.
  - 8) Provide in-service training annually to the school districts, as requested, on programs that provide preparation for teaching prevention of alcohol, chemical, and tobacco abuse.

### **III. Responsibilities of the School District:**

- A. Develop an appropriately staffed CORE Team for each building in which SAP will be instituted and ensure that team members attend all required training.
- B. Establish two common team meetings per week/cycle (expected meeting time is 80 minutes per week) for trained CORE Team members and provide time for team maintenance activities at least twice a year.
- C. Provide information for new teachers and substitute teachers as part of the regular induction process. The information should inform faculty and support staff about the components of SAP and explain the procedures for making referrals to the CORE Team.
- D. Update the school board on SAP activities on a regular basis.
- E. Develop guidelines on how caretakers/guardians and other caretakers of children will become involved in the SAP process.
- F. Provide non-clinical, school-based intervention and aftercare groups with trained facilitators within one calendar year of completion of the initial SAP training. Students returning from inpatient treatment should receive these services at least one period per week. Group facilitators must attend a group facilitator training, with an emphasis on adolescent issues, prior to conducting groups. All groups conducted in the school should be co-facilitated by at least one school person.
- G. Agree to utilize the Conflict Resolution process as outlined in: **III. Responsibilities of the County of Tioga, Section F.4.**, if problems occur between service provider agencies and the school district.

Contract disputes with the County that are not resolved through the Conflict Resolution process, shall be pursued in the court systems specified as, the Court of Common Pleas – Tioga County, or the Middle District of Pennsylvania – United States District Court. This Agreement shall be construed under the laws of the Commonwealth of Pennsylvania.

- H. Submit annual data on the Aggregate Student Tracking Form and other information regarding the Student Assistance Program, as requested by the Commonwealth.

### **IV. Joint Responsibilities:**

- A. Agree to work cooperatively to avoid any duplication of services.
  - B. Agree to comply with State and Federal Drug and Alcohol confidentiality regulations when a student is referred for treatment by the Student Assistance Program (SAP).
  - C. Agree to submit reporting forms to respective state agencies as required.
  - D. Neither the County nor the School District shall be held responsible for any delay or failure to perform, when that delay or failure is due to causes beyond the control of that party; such as fire, flood, unusually severe weather and other casualties, epidemics, strikes, acts of God, delays or defaults by public carriers, or emergency situations which cannot reasonably be forecast or provided against, and that which may or may not suspend the obligations of this Agreement in the event of an unforeseen emergency.
- V. **This Agreement constitutes the entire Agreement between the County of Tioga and the Wellsboro Area School District. However, it may be amended in writing, with the consent of both parties, duly authorized and executed and attached to the original agreement.**

IN WITNESS WHEREOF, the County of Tioga and the Wellsboro Area School District have caused this Agreement to be executed by their duly authorized officials as of the date set forth in the heading.

**SIGNATURES:**

**WELLSBORO AREA SCHOOL DISTRICT:**

\_\_\_\_\_  
Superintendent Date

\_\_\_\_\_  
School Board President Date

**COUNTY OF TIOGA:**

\_\_\_\_\_  
Administrator Date

\_\_\_\_\_  
Witness Date

**TIOGA COUNTY COMMISSIONERS:**

\_\_\_\_\_  
Commissioners

**ATTEST:** (SEAL)

\_\_\_\_\_  
Chief Clerk

\_\_\_\_\_  
Date

**APPROVAL AS TO LEGALITY & FORM:**

\_\_\_\_\_  
Attorney

