



**HUMAN SERVICES
ADMINISTRATION ORGANIZATION**

2801 CUSTER AVENUE
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SAP Letter of Agreement

This Letter of Agreement is between HSAO and the *Shaler Area School District*. Both parties agree to cooperate in providing services for the Student Assistance Program.

SECTION A: Provider Agency Responsibilities

HSAO agrees to adhere to all related federal, state and local laws pertaining to the delivery of mental health and drug and alcohol rehabilitation services and any other statutory or regulatory provisions pertaining to the Student Assistance Program. Additional responsibilities of the SAP liaison provider agency include:

1. The provider agency contact: the provider agency supervisor, Lisa Ashbaugh, can be contacted at (412) 942-0814 should the need arise.
2. Provider agency agrees to designate a qualified liaison (bachelor's level minimum) to provide SAP services to the district as outlined in Section A of this Letter of Agreement. The SAP liaison will act as an ad hoc member of the building Student Assistance Program core team (hereafter referred to as the SAP team). The SAP liaisons for *Shaler Area School District* will be Lisa Ashbaugh/ Roslynn Zielinski/ Angela Fratangelo/ Carrie Clutter for the 2022-2023 school year and will serve as a member of the core team as MH/D&A liaison. The SAP liaisons will attend approximately 14 scheduled core team meetings per month for the purpose of consultation, recommendations, referrals, case management, and follow-up services.
3. The SAP liaison will provide: site-based student screenings/assessments for MH and/or D&A treatment if recommended by the SAP team and parent/guardian permission is secured. The provider agency will secure releases of information from the student/parent/guardian prior to disclosing information to agencies that may be involved in handling a referral. Screenings/assessments completed by the liaison will be completed within 2 weeks after receiving a referral.
4. The SAP liaison will provide referral information for identified students. Referral information should include identification of agencies and/or resources that could serve the needs of identified students and their families. The provider agency liaison may assist the identified student and/or family in the coordination of appropriate services.
5. The SAP liaison will provide follow-up with parents and students as permitted through the MH/ID and SCA contracts with the county.

6. The SAP liaison will provide postvention assistance to core teams, students, family, and faculty with significant events that would adversely affect the school and community (i.e. student death or other tragic event) as needed/requested by the district.
7. The SAP liaison will provide technical assistance to core teams regarding best practices for SAP as per state standards and guidelines.
8. The SAP liaison will provide psycho- education groups offered to students referred through the core team if permitted via the county MH/ID and SCA contracts. Student participation in these groups shall be provided only with parental permission in accordance with school policies. (Best practice: at least one of the co-facilitators of the team should be school district personnel).
9. The SAP liaison will provide aftercare services for identified students that have returned to the school following treatment. This may include assistance in aftercare planning or educational groups.
10. The SAP liaison will assist with faculty in-service and student orientation within the limits of staff availability.
11. The SAP liaison will provide educational resources to school personnel, students, families, and community as requested and within the limits of staff availability.
12. The SAP liaison will facilitate or participate in core team maintenance.
13. The SAP liaison will consult with schools around strategies for engaging parents in the SAP process.
14. The SAP liaison will provide technical assistance to the school districts for policy development in areas related to his/her field of expertise.

SECTION B: School District Responsibilities

The *Shaler Area School District* agrees to comply with all related federal, state, and local laws pertaining to the delivery of mental health and drug and alcohol rehabilitation services within school districts, including but not limited to the Family Education Rights and Privacy Act (FERPA) and the Protection of Pupil Rights. The school district also agrees to provide a SAP team that complies with the BEC 24 P.S. 15-1547 for membership, training, common planning times, and ongoing maintenance. Additional responsibilities of the school district include:

1. The school district will designate a contact person between the team and the provider to ensure effective communication. The school district's contact will be LeeAnn Guido and can be reached at 412-492-1200 x 1526.
2. The school district will appropriate a safe and private space in the school where the SAP liaison can provide services and adhere to SAP confidentiality provisions.

3. The school district will provide copies of the district's alcohol, tobacco, and other drug policy, suicide/mental health crisis policy, school calendar, a schedule of special activities, and any other school policies, which may affect Student Assistance Program services.
4. The school district will provide family and community education on the Student Assistance Program.
5. The school district will provide faculty, pupil personnel and student orientation to the Student Assistance Program that includes staff, services, and referral procedures.
6. The school district will provide release time as established by the core team for referred students. Release time shall coincide with the normal school day and will be designed so that instructional time is not abused.
7. The school district will contact parents or guardians of identified students in order to explain referral, gather information, and obtain permission to involve students in the Student Assistance Program.
8. The school will submit data (on-line reporting) regarding the Student Assistance Program as requested to the Departments of Health, Education, and Public Welfare.
9. The school district will appoint a representative from Central Office along with the Building Administrator(s) or designee(s) to attend and participate in the established SAP County Coordination Team and/or SAP District Council Meetings that will be held within the school year.

SECTION C: Records

Provider and School District agree to the following regarding records:

All records generated by the school district's Student Assistance Team, with respect to individual students, are records of the district; the retention and disclosure of which shall be governed by the policies of the district and applicable federal laws which include:

FERPA (Family Education Rights and Privacy Act of 1974) and HIPAA (Health Insurance Portability and Accountability Act of 1996) regulations should govern procedures regarding any records developed from agency screenings or assessments.

FERPA, amended in 2002 provides parental rights to inspect, review, amend and control disclosure from a child's school record.

HIPAA is a federal mandate that requires safeguards that protects health information and provides guidelines for disclosing protected information. HIPAA is designed to regulate the exchange of confidential and sensitive information. It requires providers of health care services, including behavioral health providers to keep information secure and available only to authorized personnel by defining standards and methods that will safeguard information

Protection of Pupil Rights Law (HATCH Amendment 2002) (BEC 20 USC 1232h) which states that” ...No student shall be required, as part of any program, to submit to a survey, analysis, or evaluation that reveals information concerning: ... Mental and/or psychological problems... without the consent of the parent.”

When a student has been referred to a liaison designated by the provider agency for screening/or assessment, the records generated become the property of the provider and are regulated by the applicable Mental Health laws (PA Code Title 55) which requires parental consent for release of information when the child is under the age of 14; for Drug and Alcohol (42 CFR Part 2, Chapter 1) which states that it is the minor patient (student) of a Drug and Alcohol facility or program that controls the release of records and that the minor can receive Drug and Alcohol treatment without the consent of his or her parents.

SECTION D: Conflict Resolution Process

Should there be a conflict between the Core Team and the Provider agency (liaison); the conflict resolution process should work through the levels as follows:

- Step 1. Members of the Core Team and Provider Agency Liaison meet to discuss conflict.
- Step 2. School Building Administrator and Administrator of Local Provider Agency meet.
- Step 3. School District Central Office Administrator, County Mental Health and/or Drug and Alcohol Administrator meet.
- Step 4. Chief School Administrator/Superintendent, Office of Mental Health Community Program Manager or Office of Drug and Alcohol Programs Representatives, and Pennsylvania Network for Student Assistance Services’ Regional Coordinator meet.
- Step 5. Commonwealth SAP Interagency Committee meets.

Note: The personnel indicated at each step do not preclude the inclusion of other individuals involved with the Student Assistance Program.

SECTION E: Agreement Terms

As a result of this agreement, SAP liaisons from the agency, are school officials and thus have a legitimate educational interest in participating as full members of the SAP Team.

This agreement will be in force throughout the *2022- 2023 contract/* school year. Effective dates of this agreement are 7/1/2022- 6/30/2023. Agreements will be renewed on a yearly basis. Should either party choose to be released from this agreement, written notification must

be made within thirty (30) days of termination to all parties whose signatures appear on this document. This agreement can be amended by mutual agreement of both parties.

FOR SCHOOL DISTRICT

FOR PROVIDER

Superintendent

Executive Director

Date

Date

cc: SAP Liaisons
Building Administrators
SAP Core Team Coordinator or SAP Team Representatives
SCA Administrator
MH/ID Administrator