# Pyramid Healthcare, Inc.

Helping people reclaim their health and well-being.

CORPORATE OFFICE P.O. Box 967, Duncansville, PA 16635 P: 814-940-0407 F: 814-946-1402

May 5, 2016

Mr. William Watson Director of Pupil Personnel Shaler Area School District 1800 Mt. Royal Boulevard Glenshaw, PA 15116

Dear Mr. Watson:

Pyramid Healthcare wishes to thank you for your time and energy into seeking services to improve the success of the students of Shaler Area School District.

As we discussed in our meeting, Pyramid Healthcare is a leading provider in behavioral healthcare services and specializes in providing services to adolescents dealing with substance abuse issues through our Ridgeview facility located in Gibsonia, Pa. As part of this specialized service, we recognize the challenges students face in coping with the changes needed in successful recovery from drug and alcohol usage, along with the challenges faced by the students' families in understanding and supporting their loved one.

Pyramid offers a full continuum of care for adolescents, including residential treatment, partial hospitalization, intensive outpatient, and outpatient treatment services. Pyramid offers school-based treatment services including intensive outpatient (IOP) and outpatient treatment (OP). IOP includes group therapy 3 times a week, 3 hours per day with individual therapy as needed and can be provided after school, but on school premises to insure students have access treatment. OP includes group and/or individual therapy one to two times per week and can be offered during the student's free time of their school day to provide access to care. These services are provided at NO COST to the school district and works through insurance companies, Medicaid Managed Care programs, or county funding for uninsured.

Pyramid is honored to be considered to work with Shaler Area School District in providing additional access to substance abuse treatment services to students and respectfully submits this Letter of Interest to the Shaler Area School Board.

Thank you for your time and efforts in serving the students of Shaler Area School District.

Sincerely,

Stephanie M. Madl, M.Ed, LPC

**Regional Director, Outpatient Treatment Services** 

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## MENTAL HEALTH SERVICES AGREEMENT

This Agreement is made this day of, 2016 by and between the Glade
Run Lutheran Services, and the Shaler Area School District, intending to be legally
bound hereby, for the provision of mental health services by Glade Run Lutheran
Services, to the Shaler Area School District.

## 1. Services Provided by Glade Run Lutheran Services

For the term of August 24, 2016 through June 06, 2017, Glade Run Lutheran Services shall provide, for the benefit of students designated by the Shaler Area School District, the following mental health services:

- (a) Professional staff, as is required by mutual agreement of the parties to implement the Mental Health Therapist position at Shaler Area School District in accordance with all applicable requirements of state and federal law; The essential services provided by the Mental Health Therapist include but are not limited to the following:
  - Individual therapy
  - Therapeutic /social skills groups
  - Assessing the behavioral health needs of identified students
  - Developing a plan of service for identified students
  - Implementing individual behavioral health support
  - Providing crisis support throughout the school day
  - Engaging in one to one interventions regarding behavioral skills

- Providing student specific consultation to educational staff
- Providing clinical consultation and mental health education to teachers
- Regular Family contact and family engagement as needed
- Parent education related to child development, positive support and discipline strategies
- Service coordination with outside providers and community resources
- (b) Supervisory staff, as is required to effectively and efficiently implement this Agreement;
- (c) Such supplies, equipment and other clinical materials, as are necessary to implement the Mental Health Therapist role, and as mutually agreed upon by the parties;
- (d) Any other personnel, material or service mutually agreed upon by the parties.
- (e) Therapist will participate in clinical training and case consultation at Glade Run site one half day each month

# 2. Services Provided at Shaler Area Schools for Glade Run Lutheran Services

For mental health services to be provided at premises owned or leased by the Shaler Area School District, the Shaler Area School District shall provide the following:

(a) Dedicated office with a desk, phone and locking file cabinet, to provide confidential space to meet with students, make phone calls, and maintain

- confidential documentation. Also requested is e-mail access and a mailbox to receive information.
- (b) Assistance, cooperation and participation of Shaler Area School District administrative, professional and support staff in the development and implementation of proposed mental health services;
- (c) Any other personnel, material or service mutually agreed upon by the parties.

#### 3. **Documentation**

Glade Run Lutheran Services, shall provide to Shaler Area School District, prior to the assignment of any personnel to Shaler Area Schools for the provision of services under this Agreement, all certifications, licenses, criminal background checks, child abuse reports and FBI clearances as required by law. Prior to the provision of any service under this Agreement, Glade Run Lutheran Services, shall furnish Shaler Area School District proper documentary evidence of liability insurance coverage during the contract period, with limits of liability *not less than* \$1,000,000.00 per occurrence and \$3,000,000.00 in the aggregate general liability and \$5,000,000 excess/umbrella liability coverage. Glade Run Lutheran Services shall add Shaler Area School District as an additional insured. Glade Run Lutheran Services, and all agents, employees, and subcontractors of Glade Run Lutheran Services, shall observe and comply with the provisions of the Individuals with Disabilities Education Act 2004, relevant portions of the Pennsylvania Public School Code, HIPAA, and all other applicable laws, rules,

regulations and requirements of any and all governmental bodies having jurisdiction over services to be rendered by Glade Run Lutheran Services.

## 4. Compliance with Applicable Law

Glade Run Lutheran Services shall ensure that the mental health services it provides comply with all requirements of State and Federal law to the extent such compliance does not depend upon the performance or actions of any other individual or entity beyond the control of the Glade Run Lutheran Services.

Shaler Area School District shall provide such action, assistance or cooperation as is required to ensure that students referred to mental health services receive a Free Appropriate Public Education in compliance with all applicable provisions of state and federal law

## 5. Payment for Glade Run Lutheran Services

- (a) Shaler Area School District agrees to pay Glade Run Lutheran Services the amount of \$69,010 for the following mental health services for the term August 24, 2016, through June 06, 2017.
  - 1) Mental Health Therapist for eight (8) hours per day, five (5) days per week for the 2016-2017 school calendar.
  - 2) Therapist will participate in weekly supervision and clinical consultation with Glade Run Lutheran Services Clinical Leadership, not to exceed three (3) hours per week during the thirty-six (36) week period while school is in session.
- (b) Glade Run Lutheran Services will invoice Shaler Area School District on a monthly basis for the total cost of this contract pro-rated over the nine

month term of the Agreement (September 2016 – May 2017 for billing purposes.) Shaler Area School District agrees to pay Glade Run Lutheran Services the amount due within fifteen (15) days of invoice.

(c) Late payment Charge: A late payment charge of 1% per month on any unpaid balance will be applied to any account that is over sixty (60) days due.

#### 6. Liabilities

The parties agree to indemnify, defend and hold harmless each other, their respective directors, officers, employees and agents, against all claims, damages, losses or penalties for personal injury or death or damage to personal or real property owned or leased by such party, or the operation of maintenance of any equipment or vehicles provided or used by such party arising out of any acts or omissions of the party's employees. None of the administrative, professional, paraprofessional or support personnel provided by the parties shall be considered employees or agents of the other party hereto for any purpose. The parties agree to indemnify, defend and hold harmless each other against all claims, damages, losses or penalties resulting from any judicial, administrative or another determination that any staff member of one party hereto is an employee or agent of the other party hereto.

## 7. Term/Termination

This Agreement will be effective for the term of August 24, 2016 through June 06, 2017, following the student school calendar. Either party has the right to

terminate the agreement upon the provision of thirty (30) days written notice of intent to terminate.

#### 8. Arbitrators Decision

In the event that the Arbitrator's decision is not in favor of the placement of Glade Run Lutheran Services' therapist being placed at Shaler School District, this contract becomes null and void.

#### 9. Relationship of Parties

It is understood by the parties that Glade Run Lutheran Services, is an independent contractor with respect to Shaler Area School District, and not employees of Shaler Area School District. Shaler Area School district will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Glade Run Lutheran Services.

#### 10. Entire Agreement

This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This agreement supersedes any prior written or oral agreement between the parties.

#### 11. Amendment

This agreement may be modified or amended if the amendment is made in writing and signed by both parties.

#### 12. Severability

If any provision of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid and

unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

## 13. Waiver of Contract Right

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

#### 14. Applicable Law

The laws of the state of Pennsylvania shall govern this Agreement.

	Shaler Area School District	
Date	By:	
Date	By:	
5/2/16 Date	Glade Run Lutheran Services  By: Joul School	
Date	By:	

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Date	By:	
Date	By:	
5/2/16 Date	Glade Run Lutheran Services  By: Joul School	
Date	By:	



ADMINISTRATIVE OFFICE: 1119 Village Way Latrobe, PA 15650

P: 724-804-7000 F: 724-520-1878 BUSINESS OFFICE: 354 Main Street Latrobe, PA 15650 P: 724-804-7000 F: 724-539-7060

March 31, 2016

Mr. Sean Aiken Superintendent Shaler Area School District 1800 Mount Royal Blvd Glenshaw PA 15116-2117

Dear Mr. Aiken:

Thank you for utilizing Adelphoi Education, Inc. services for students who are struggling in the traditional school environment. There are two options of services for districts. We are accepting students in grades 6-12 in alternative education. We are also accepting emotional support students with or without an IEP under the Private Academic License in grades 1-6 and if we have PDE's approval this June, we will include grades 7-12.

I have good news regarding the private academic tuition for next year. Adelphoi is restructuring the emotional support program under the Private Academic license. I am reducing our rates from \$164.98 to \$148.50 for the 2016-2017 school year. If you guarantee seats there is an additional 3% discount to \$143.53.

The rates for alternative education next year are \$79.50 for regular education and \$87.53 for special education. The daily rate for guaranteed seats will be \$77.18 for regular education and \$84.98 for special education.

If you are going to guarantee seats please complete the attached form and either mail or email it to <a href="mailto:rebecca.costello@adelphoi.org">rebecca.costello@adelphoi.org</a>. Contracts for the new school year will be mailed at the end of April. If you have questions I can be reached at (724) 804-7015.

Sincerely,

Rebecca Costello, Ed.D.

Rebecca Costella

President

Adelphoi Education, Inc.

Received
Shaler Area School District

APR 052016

Sean C. Aiken Superintendent



ADMINISTRATIVE OFFICE: 1119 Village Way

Latrobe, PA 15650 P: 724-804-7000 F: 724-520-1878 BUSINESS OFFICE: 354 Main Street Latrobe, PA 15650 P: 724-804-7000 F: 724-539-7060

# **GUARANTEED SEATS**

Alternative Education – Regular Education \$77.18

Alternative Education – Special Education \$84.98

Private Academic – Emotional Support \$143.53

District: Shaler Area School District	Date:	
Name:	Title:	

Number of Seats	Program: Adelphoi Education at Millvale 608 Farragut Street Pittsburgh, PA 15209
	Alternative Education or YES credit recovery
	Private Academic for emotional support students with or without an IEP

Mail or email to:

Rebecca Costello, Ed.D Adelphoi Education, Inc. 1119 Village Way Latrobe, PA 15650 rebecca.costello@adelphoi.org SHALER AREA SCHOOL DISTRICT SECTION: OPERATIONS

TITLE: ADMINISTERING

**NALOXONE** 

ADOPTED: PENDING

**REVISED:** 

#### 823. ADMINISTERING NALOXONE

1. Purpose

#### **Purpose**

The School District wishes to prevent opiate-related overdose deaths by making Naloxone available in its schools. Naloxone is a medication found to reverse the effects of an opiate-related drug overdose. Consistent with Pennsylvania law, the School District wishes to obtain authorization for school personnel to administer Naloxone in order to respond to suspected drug overdose occurring in schools.

2. Definitions

#### **Definitions**

For purpose of this policy, these terms shall be defined as follows:

**Drug overdose** – an acute medical condition, including, but not limited to, severe physical illness, coma, mania, hysteria or death, which is the result of a consumption or use of one or more opiate-related controlled substances causing an adverse reaction. An individual condition's shall be deemed a suspected drug overdose if a prudent person, possessing an average knowledge of medicine and health, would reasonably believe that the condition is a drug overdose and requires immediate medical attention

3. 35 P.S. §780-113.7(e)

**Emergency medical services personnel** - individuals whose official or assigned responsibilities include performing or directly supporting the performance of emergency medical and rescue services or firefighting.

**Naloxone** – a medication that can reverse a drug overdose caused by an opiate-related controlled substance. Naloxone, commonly known by the brand-name Narcan®, is an opioid antagonist which means it displaces the opioid from receptors in the brain and can therefore reverse an opiate overdose. It is a scheduled drug, but has no euphoric properties and minimal side effects. If it is administered to a person who is not suffering an opiate overdose, it will do no harm.

**Student** – a student enrolled in the School District's elementary, middle, or high schools.

4. Authority Act 139 of 2014 *Medical Control Physician* - The Medical Control Physician, herein referred to as "MCP," shall be a designated Medical Doctor who is licensed to practice medicine in Pennsylvania. Shaler Area School District shall either maintain an affiliation with the MCP through the local EMS or shall designate the School District's Physician as the MCP.

Senate Bill 1164 was signed into law as Act 139 in September of 2014. This legislation allows first responders including law enforcement, fire fighters, EMS or other organizations the ability to administer naloxone to individuals experiencing an opioid overdose. Additionally, Act 139 provides immunity from prosecution for those responding to and reporting overdoses.

The Good Samaritan provision of Act 139, the provision offers certain criminal and civil protections and provides reassurances to the caller that they cannot be held liable for being present, witnessing, and reporting an overdose.

5. 35 P.S. §780-113.8(c)

#### **School Physician's Standing Order**

The School District's Superintendent or designee shall obtain standing medical order from the School District's Physician, who shall serve as the Medical Control Physician (MCP), pursuant to Act 139 of 2014, that prescribes Naloxone for use by authorized school personnel to assist any individuals suspected of experiencing a drug overdose in the School District's schools.

The standing order shall authorize the School District to obtain, store and administer naloxone in compliance with this policy, and impose any other conditions that the School District's Physician believes is appropriate to ensure the safety and well-being of an individual experiencing a drug overdose. The original standing order shall be maintained in the Superintendent's office, and copies of the standing order shall be kept in the nurse's offices of each school.

#### **Training**

Before any School District employee may administer Naloxone under this policy, the employee must successfully complete a Pennsylvania Department of Health training program about recognizing opioid-related overdoses, administering Naloxone and promptly seeking medical attention for drug overdoses. Evidence that such training has been completed shall be placed in the employee's personnel file.

6. 35 P.S. §780-113.8(a)(3)

The School District shall provide its school nurses, and other relevant school personnel, with the opportunity to complete such training during their regular work schedule.

Shaler Area School District shall provide refresher training every two years, in conjunction with AED/First Aid/CPR certifications.

A list of School District employees who successfully completed such training shall be maintained, updated and kept in the school nurse's office and the School District administration

#### **Storage of Naloxone**

Naloxone shall be safely stored in the school nurses' office at each school in compliance with drug manufacturer's instructions. School Nurses are responsible for inspecting naloxone kits each month in order to insure that the kits are intact, and will maintain a written inventory, documenting the quantities and expirations of naloxone replacement supplies, and a log documenting the issuance of replacement units.

Naloxone shall be made readily accessible to those employees who have completed the required training to administer it in the event of suspected drug overdose. All properly trained employees shall be made aware exactly where Naloxone is being stored within the school nurses' office.

#### **Administration of Naloxone**

These protocols shall be followed when administering Naloxone to respond to a suspected drug overdose:

- 1. The school's Emergency Response Team shall immediately ensure that someone calls 9-1-1 for emergency medical service personnel to be dispatched to respond to a suspected drug overdose. The School nurse or other authorized individual shall communicate with the parent/guardian as soon as feasible.
- 2. The school's Emergency Response Team shall access the individual to determine, if: (i) the person is without a pulse or suffering a cardiac arrest; (ii) the person is not breathing or suffering respiratory arrest; and/or (iii) the person is exhibiting signs or symptoms of a drug overdose.
- 3. Consistent with the employee's observations and training, administer Naloxone to the individual suffering the suspected drug overdose and administer CPR, as needed. When a school nurse or other authorized individual suspects that a student is suffering from an opiate overdose, the nurse or other authorized individual should administer the Naloxolone as prescribed.
- 4. Continue to observe the individual suffering the suspected drug overdose until emergency medical service personnel arrives on scene.
- 5. Fully cooperate with emergency medical service personnel

responding to the scene, and do not interfere with or impede the administration of emergency medical services to the individual suffering the suspected drug overdose.

- 6. Afterwards notify the building administrator or designee of the facts and circumstances surrounding the drug overdose incident.
- 7. The school nurse shall submit a Naloxone Administration form which shall be utilized and submitted to the Principal of the school where the overdose occurred.

# §780-113.8(f)

7. 35 P.S.

#### **Indemnification**

The School District shall indemnify and hold harmless any employee who administers Naloxone in good faith to another individual experiencing a suspected drug overdose, if all of these conditions apply: (i) the employee did not act with the intent to harm or with reckless indifference to a substantial risk or harm in administering Naloxone to that individual; (ii) the employee successfully completed the training contemplated by this policy; (iii) the employee promptly sought additional medical assistance before or immediately after administering Naloxone; and (iv) the employee is administer Naloxone in the performance of his or her duties as either an employee or approved volunteer for the School District. Additionally, the Good Samaritan provisions of Act 139 provide immunity to those individuals who acting in good faith and with reasonable care administer Naloxone to someone they believe is experiencing an opioid overdose.

8. Act 139 of 2014

#### **Parental Notification**

The School District administration shall take reasonable steps to notify students and their parents/guardians of this policy once each school year. Such notification shall encourage students to immediately report suspected drug overdoses to school officials to ensure medical assistance can be immediately provided.

Reasonable means to notify students, parents and guardians of this policy shall include, but not be limited to, electronic communications, publication through student handbooks, school newsletters, the School District's official website and other similar paper or electronic means of communication.

#### Non-employee administration of naloxone

Nothing in this policy is intended to regulate, restrict or otherwise deter a law enforcement officer, emergency medical technician, volunteer fire company member, licensed medical professional or other authorized individual from administering his or her own supply of Naloxone when responding in good faith to a suspected drug overdose occurring on School District property.

# 823. ADMINISTERING NALOXONE - Pg. 5

References
School Code – 35 P.S. § 780-113.7(e), 35 P.S. § 780-113.8(c), 35 P.S. § 780-113.8(a)(3), 35 P.S. § 780-113.8(f)
State Board of Education Regulations
– Child Protective Services Law –