

ATTACHMENT #1 - June 2, 2026



PENNSYLVANIA COUNSELING SERVICES, INC.

Headquarters | 200 North 7th Street, Lebanon, PA 17046

phone: (717) 272-5464 | fax: (717) 272-5539

STUDENT ASSISTANCE PROGRAM LETTER OF AGREEMENT

This Agreement, made this 22nd day of May 2026, by and between Pennsylvania Counseling Services, Inc. (Provider) and

Warwick (School District) with a mailing address of 301 Orange Street Lititz, PA 17543.

Witness that

In consideration of the provisions of the Public School Code, statutory and regulatory provisions pertaining to the Student Assistance program, the School District's policies and procedures regarding the Student Assistance Program, and the confidentiality laws pertaining to Mental Health and Drug and Alcohol provider facilities, the School District and Provider agree as follows:

1. Work Statement:

(a). The Provider shall perform services 1,755 hours per school year or 6.5 days per week for the School District which include:

- Attendance by designated assessor/SAP Consultant at SAP Team meetings whenever possible and within reasonable scheduling parameters with assessor's assigned days to the school and team meeting schedules. Provision of professional input and information regarding assessment or treatment recommendations, available community services, school-based intervention and psycho-educational services. County funded services may not include elementary students due to the parameters of public funding.
- Upon receipt of a SAP team recommendation and parental consent, prompt provision of diagnostic assessments for students who are referred by the SAP team. Assessment shall include gathering of school and parental input.
- Provision of general recommendations from the student assessment will be made to the student, family and SAP Team. (See appendix for form to be used which is HIPAA

- compliant). Communication of assessment detail and/or diagnostic information will not be shared and will remain part of the confidential clinical record separated from the SAP file in order to uphold treatment confidentiality requirements.
- Linkage of student and family to treatment choices and/or community service options if / when recommended in the assessment.
 - As time allows, provision of on-site clinical support to assessed students who require follow-up services but cannot, for financial or access-to-care reasons, receive outpatient treatment.
 - Provision of psycho-educational groups as time allows.
 - Assessor's attendance at required meetings, training and clinical supervision
 - Assistance from the designated assessor with crisis intervention when sudden problematic issues arise which affect the student community.
 - Assistance and cooperation with School District Policy in times of emergency.

(b). The School District shall provide:

- A Student Assistance Core Team (SAP Team) that complies with state guidelines, and membership on said team for the Provider's SAP Assessor.
- Appropriate information for student assessments (minimum shall be student demographics, behavior profile and academic records).
- Support for compliance with confidentiality laws which shall include a confidential area / private office for assessment, and private locked storage (separate from SAP team files) for student assessment/treatment charts.
- Access to work tools to include telephone in a private area where confidentiality may be upheld, school e-mail address to enable HIPAA compliant internal communication, access to the computerized School Information System to enable appointment scheduling, office supplies, fax, photocopier, clerical support and a laptop computer.
- A representative from the District to attend and participate in the established SAP County Coordination Team and/or SAP District Council meetings held within the school year.
- On-line reporting of data regarding the Student Assistance Program as required by the Departments of Health, Education, and Public Welfare.

2. Records:

(a.) All records generated by the *School District's SAP 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. Education laws state that parents have right to inspect, review, amend and control disclosure from a child's school record; and 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..

(b.) All records generated by the *Provider* shall be the property of the Provider and are regulated by the applicable mental health laws which require parental consent for release of information when the minor is under the age of 14; and Drug and Alcohol laws which state that it is the minor (student) who controls the release of records and that the minor can receive

treatment without parental consent. The Provider will use the SAP Assessment Summary (see Contract Appendix) to provide general information and recommendations to the student, parents, and SAP team in order to uphold the confidentiality rights of the student.

3. Term: The term of this Agreement shall be for the school year 2026-2027 beginning the last week in August and ending June 30, 2027. The agreement shall be renewable on an annual basis.
4. Contract Noncompliance: This document contains all the terms and conditions of the Agreement and no part is intended to be severable. In the event either party does not comply with a term, provision or condition of this Agreement, the other party may request conflict resolution.
5. Conflict Resolution. Should there be conflict between the School District or the SAP Team and the Provider, the following process will be followed.
 - a. The parties in conflict will attempt to resolve the issue on a personal level. This can be done through an informal meeting or phone call. Effort will be made to keep that process on a professional and objective level.
 - b. If the conflict is not resolved, a meeting will occur with the parties in conflict and their respective supervisors.
 - c. If there is no resolution to the conflict, the problem shall be described in writing by all parties involved, and submitted to the Executive Director and/or Administrator of each involved respective party. Copies of the written reports shall be shared with the other party as well. The Executive Director(s) and/or Administrator(s) will review the written documents and will communicate with each other. A meeting may occur to discuss and resolve the issue more completely.
 - d. If the conflict is not resolved, the Chief School Administrator, the County Drug and Alcohol Administrator or designee, and the Provider's President/CEO or designee will come to a decision or resolution and determine who will follow through, how, and on what timeframe.
 - e. The final step, if no resolution, will be to involve the Commonwealth SAP Interagency Committee.
6. Assignment: The provider shall not assign any part of this Agreement without the prior written approval of the School District.
7. Independent Capacity of Provider: The parties hereto agree that the Provider and any agents and employees of the Provider, in the performance of this Agreement shall act in an independent capacity and not as officers, employees, or agents of the School District. Accordingly, Provider shall carry professional liability to cover the actions of its employee-assessors. Additionally, all employees shall have PA Criminal Record, FBI, and PA Child Abuse clearances as is required by the CPSL 23 Pa.C.S. Chapter 63.

8. Alterations to the Contract: Any alteration, variation, modification or waiver of a provision of this Agreement shall be valid only when written and signed by the parties to this Agreement.
9. Fees: Services in excess of one day per month (9 days per year) require funding from the School District. The School District agrees to pay the Provider \$ 72,760.00 for services provided as detailed in 1(a) above for the school year 2026-2027. Said fees shall be invoiced on a monthly basis in 10 equal increments of \$ 7,276.00 from September 2026 through June 2027. Should previously established Federal funding be withdrawn and the District not be able to pay through other funding sources, services in 1(a) will be reduced to a maximum of 3 pre-scheduled assessments per month upon written notification from the District to: PCS, Inc. Attn: Chief Operating Officer 200 N. Seventh St Lebanon, PA 17046. The above stated fees shall be due for the time period prior to receipt of notification from the District.

This Agreement is subject to and shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

In Witness Whereof, the parties hereunto have caused this Agreement to be signed and attested to by authorized personnel as of the day and year herein above referenced.

WARWICK SCHOOL DISTRICT

By: _____

Title: _____

Date: _____

PROVIDER



Title: Chief Executive Officer

Date 5/22/2026

CONTRACT APPENDIX

SAP ASSESSMENT SUMMARY

School Name: _____ Date: _____

Student Name: _____ DOB: _____

Reason for Referral: _____

Recommendations:

Student:

School:

Family:

SAP Consultant Signature: _____