

LETTER OF AGREEMENT

Between CARBON-MONROE-PIKE DRUG AND ALCOHOL COMMISSION, INC.

And the LEHIGHTON AREA SCHOOL DISTRICT

FOR DRUG AND ALCOHOL

PRIMARY PREVENTION AND STUDENT ASSISTANCE PROGRAM (SAP) INTERVENTION SERVICES

1. **Frequency of Services Provided:** The Commission will provide the School District agreed upon in-school drug and alcohol PRIMARY prevention and SAP/Intervention services through one of its Drug & Alcohol Prevention Specialists (DAPS) over 38 weeks of the school year.

2. **The Designated Contacts for this Agreement:**

- a. The Commission's Assistant Administrator, Rob Mikulski, is the designated contact person for this agreement and can be reached at (570) 421-1960, Ext.2720 or via e-mail at: rmikulski@cmpda.cog.pa.us

- b. The School District's designated contact person shall be: (Please Complete)

Name (please print)	JASON MOSER, SUPERINTENDENT
Phone Number & Extension	(610) 377-4490 x 7515
E-mail Address:	jmoser@lehighton.org jpartenio@lehighton.org

3. **DAPS Prevention/SAP Responsibilities:** The Commission shall provide the following services in accordance with guidelines set by the Pennsylvania Department of Drug and Alcohol Programs (DDAP) and as agreed upon with the individual school districts:

- a. In-school consultation services on the District's annual prevention and intervention plans
- b. Consultation to SAP Core Team families and students as requested, regarding need for referral to community or school-based services and supports, D&A screening for students and when necessary, referral for D&A Level of Care Assessment to determine treatment needs.
- c. Participate in parent/teacher and consultation meetings as requested and maintain data for required reporting to DDAP.
- d. Facilitate school-based D&A individual and/or group primary prevention/education services including Evidence-based programs such as Too Good for Drugs and Life Skills and other specialized SAP groups as appropriate throughout the school year.
- e. In-school consultation services for the District's Student Assistance Program (SAP) team, attendance at SAP Core Team meetings as requested by the District and participation in SAP Core Team Maintenance.
- f. Facilitate and support the school-based aftercare plan for students who may be returning to school from treatment and collaborating with other agency providers

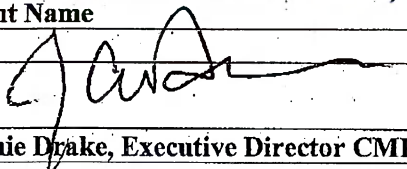
4. **District Responsibilities:** It shall be the responsibility of the District to supply the Commission with a detailed description of the District's prevention/intervention plans and a specific description of the policy & procedure to be followed in delivering these services. It is herein understood that it is the District's responsibility to:

- a. Coordinate and schedule primary prevention program activities with the Commission at the start of the school year and review mid-year for any necessary updates.
- b. Refer at-risk students through the SAP team process. This shall include referral for individual or group intervention activities, screenings or any other requested services.
- c. Coordinate the identified student's schedules for screening and intervention services
- d. Provide adequate confidential office space for Commission staff at assigned schools in the district

5. **Conflict Resolution:** It is assumed that Commission staff within the school district, SAP team members and/or other school staff, themselves shall make a good faith effort to resolve any conflict that may arise between them during the provision of services. In the event these efforts fail to resolve their differences, or if the matter is deemed to be inappropriate for discussion between these parties, then the following procedure will be followed:

- a. School and/or Commission staff shall inform their designated "Contacts" for this agreement of their unresolved conflict.

- b. The designated Contacts shall attempt to facilitate an agreeable mediation of the conflict between the Commission staff and School staff within five (5) business days of the notification.
 - c. If the problem cannot be resolved within the prescribed time frame, then it shall be referred to the Commission's Executive Director and/or corresponding school district administration for final disposition.
6. **Confidentiality Requirements:** State and Federal law prohibits the disclosure and re-disclosure of confidential information gathered as a result of the screening, assessment or intervention activities conducted by any of the Commission's staff, without the specific written consent of the person to whom it pertains. A release of information from the Commission, signed by the service Consumer, is necessary to facilitate the exchange of any and all information:
 - a. The District acknowledges that in receiving, storing, processing, or otherwise dealing with any information from the Commission about the students in the Program is fully bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2.
 - b. The District undertakes to resist in judicial proceedings any effort to obtain access to information pertaining to patients otherwise than as expressly provided for in the federal confidentiality regulations, 42 C.F.R. Part 2.
7. **Communication & Technology Use:** The Commission's staff have agency-based e-mail and voice mail at their disposal. It is the Commission's expectation that the District and Commission staff will use these resources to augment face-to-face or written communications. To the extent that computer/telephone equipment is available and where District policy allows, the Commission herein requests that Commission staff be granted access to a telephone and Internet/Wi-Fi access from a computer area at the assigned school to access these communication resources and their work files. The Commission prefers districts not to assign Commission staff a district-based e-mail address.
8. **Interruption of Service due to Staff Leave of Absence, Resignation or Other Unforeseen Circumstance:** Occasionally unforeseen circumstances may result in the unplanned absence of regularly assigned staff to a school district. When a consecutive, extended absence occurs, the Commission will work with the school's designated contact person to negotiate another acceptable coverage arrangement to meet school district's needs. Should the consecutive absence continue for more than six weeks of the school year, and if another acceptable coverage arrangement cannot be agreed upon, the school district may then request a reduction if necessary, in their contract payment, at an agreed upon amount relative to the loss of service following the initial six-week absence.
9. **Annual Reimbursement:** The School District agrees to pay the Commission \$34,200.00 for provision of the services described herein. The Commission will generate an invoice for these services in two installments during the school year; to be paid in September and January.
10. **Term of this Agreement:** This agreement shall be in effect from September 8, 2026 to May 28, 2027. The above-enumerated conditions will constitute the basis of this Agreement. Should any area need negotiation, it will be the responsibility of both parties to reach an agreement. In the event the School District is unable to provide funding for these services or, if the Commission is unable to provide the described services, this Agreement may be terminated in thirty days.

Authorized School Personnel Signature and Title	Date
JASON G. MOSER, SUPERINTENDENT	
Print Name	
	7/2/26
Jamie Drake, Executive Director CMP D&A Commission, Inc.	Date