

CONTRACT FOR DRUG & ALCOHOL INTERVENTION SERVICES

This Agreement is made this ____ day of _____, 2023, by and between **FAMILY SERVICES OF WARREN COUNTY**, located at 589 Hospital Dr., Suite E, North Warren, Pennsylvania 16365, hereinafter referred to as----- **"Contractor"**

AND

The **WARREN COUNTY SCHOOL DISTRICT**, located at 6820 Market Street, Russell, Pennsylvania, hereinafter referred to as----- **"District"**

WHEREAS, the District desires to engage the services of an independent contractor to provide drug and alcohol intervention services to the Warren County Career Center school community (staff, students, and parents); and

WHEREAS, The Contractor employs an appropriately credentialed practitioner and is desirous of providing such drug and alcohol intervention services; and

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter provided and intending to be legally bound hereby, the District and the Contractor covenant, promise and agree to the following terms and conditions:

ARTICLE 1. TERM AND FORM OF AGREEMENT

1.01 The term of agreement shall commence on July 1, 2023, and, unless terminated earlier pursuant to the terms of this Agreement, shall terminate on June 30, 2024.

1.02 The Contractor, while engaging in and carrying out and complying with any terms and conditions of this Agreement is an independent contractor consistent with any state and federal laws to include any implementing regulations and all applicable policies regarding same. The Contractor acknowledges and agrees that the Contractor and the Contractor's employees are not employees of the District. The relationship of the parties shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors. Nothing in this Agreement shall be construed as an Employment Agreement.

ARTICLE 2. DUTIES

2.01 The Contractor, by adhering to the attached Exhibit A, shall provide drug and alcohol intervention services to the Warren County Career Center school community (staff, students, and parents) through an employee that is properly credentialed practitioner.

2.02 The Contractor shall provide the drug and alcohol intervention services and perform the duties outlined in Item 2.01 above 8 hours per day on each day that school is in session pursuant to the District's Board approved school calendar.

2.03 The Contractor and its employed credentialed practitioner shall maintain, at their own expense, any and all required licenses, permits and certifications to provide the drug and alcohol intervention services to the District. Copies of any required licenses and certifications for a credentialed practitioner shall be provided to the District prior to the commencement of drug and alcohol intervention services.

2.04 The Contractor shall carry workers' compensation insurance, professional liability insurance, and general liability insurance in amounts satisfactory to the District and shall furnish the District with certificates showing such insurance coverage prior to the commencement of any drug and alcohol intervention services.

2.05 The Contractor and its credentialed practitioner shall determine all of the means and methods used to complete the drug and alcohol intervention services. In providing drug and alcohol intervention services, the Contractor and its credentialed practitioner shall comply with all District policies (which are accessible on the District's website).

ARTICLE 3. COMPENSATION AND BENEFITS

3.01 As compensation for the drug and alcohol intervention services rendered under this Agreement, the Contractor shall be entitled to payment from the District in an amount not exceeding \$70,000.00. An itemized breakdown substantiating the not-to-exceed amount for each year is attached hereto as Exhibit B. The OPERATING EXPENSES set forth on Exhibit B are estimates, the Contractor shall provide the District with documentation of the actual operating expenses incurred, and the District shall be responsible for paying only the actual and documented operating expenses incurred. The Contractor shall be entitled to only the preceding compensation and shall not be entitled to any additional compensation or reimbursement of any kind.

3.02 The District shall pay one half of the not-to-exceed amount on July 15, 2023 and the remaining one half on January 15, 2024. At the conclusion of the contract term, the Contractor shall provide the District with the actual and documented operating expenses incurred, and the District shall be reimbursed for any overpayment on or before July 30, 2024.

In the event that this Agreement is terminated pursuant to Section 4, the preceding reconciliation shall occur upon termination, the total amount owed for the applicable year (PERSONNEL SERVICES + OPERATING EXPENSES) shall be pro-rated as of

the date of termination, and the District shall be refunded any overpayment within 30 days of the date of termination.

The duties and obligations imposed on the Contractor pursuant to the preceding two paragraphs shall survive the termination or expiration of this Agreement.

3.03 The Contractor acknowledges and agrees that the Contractor shall be responsible for provision of and the payment of all employee compensation and benefits; federal, state and social taxes; social security and FICA withholding; and all other deductions required by local, state or federal law, from any compensation paid for the drug and alcohol intervention services rendered. The Contractor acknowledges and understands that the District will not withhold any such taxes on its behalf and agrees to hold the District harmless for any failure on the Contractor's part to pay such taxes and withholdings. At the conclusion of the fiscal year, the District shall issue a Federal Tax Form 1099 to the Contractor, reflecting the compensation paid for the preceding fiscal year.

3.04 The Contractor agrees that it is responsible for providing workers' compensation coverage for its employee.

ARTICLE 4. TERMINATION

4.01 This Agreement shall terminate if either of the following occurs:

- (i) Either party breaches any term of this Agreement and fails to remedy the breach within 10 business days' of being notified in writing of the breach by the other party.

OR

- (ii) The District may terminate this Agreement for convenience if the District is dissatisfied with the Contractor's assigned credentialed practitioner or the drug and alcohol intervention services provided pursuant to this Agreement, or if, for any reason, the District cannot use grant funds awarded by the Pennsylvania Commission on Crime and Delinquency to pay the entire compensation owed pursuant to Exhibit B of this Agreement.

ARTICLE 5. INDEMNIFICATION

5.01 To the fullest extent permitted by law, the Contractor shall defend, release, indemnify and hold harmless the District and the District's officers, directors, employees, agents and representatives from any and all claims, injuries, liabilities, damages, losses, or causes of action (including any and all expense, legal or otherwise,

incurred by the District in the defense of any such claim or the enforcement of this Article) that relates to (i) the performance of the contracted drug and alcohol intervention services addressed by this Agreement; (ii) the Contractor's or the Contractor's employees actions or inactions; (iii) the Contractor's or the Contractor's employees violation of any term of this Agreement; or (iv) the Contractor's or the Contractor's employees violation of any federal, state, or local law, regulation, or ordinance or District policy.

5.02 The Contractor hereby waives any applicable defense he might otherwise have under any applicable federal or state employment or labor laws.

5.03 This Article, and the duties and obligations imposed on the Contractor thereby, shall survive the termination or expiration of this Agreement.

ARTICLE 6. ADDITIONAL PROVISIONS

6.01 The Contractor acknowledges and agrees that, so long as grant funds awarded by the Pennsylvania Commission on Crime and Delinquency are utilized to fund the drug and alcohol intervention services, the following shall apply:

A. The Contractor, as an independent contractor providing drug and alcohol intervention services to the District, shall also be bound by all applicable provisions of the grant and standard subgrant conditions. A copy of the grant and standard subgrant conditions has been provided to the Contractor and is incorporated herein, and made a part of this Agreement, by reference.

6.02 This Agreement supersedes any and all other Agreements, either oral or written, between the parties and with respect to the drug and alcohol intervention services provided by the Contractor to the District.

6.03 This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, and any dispute under this Agreement shall, if necessary, be litigated in the Warren County Court of Common Pleas or the Warren County Magisterial District have jurisdiction over the dispute.

6.04 This Agreement may not be assigned. The Contractor does not have the right to assign the rights or duties under this Agreement or delegate its duties under this Agreement. If the Contractor shall attempt to do so, the Agreement shall immediately terminate.

6.05 The Contractor shall provide proof of compliance with all applicable requirements of 24 P.S. §1-111, 24 P.S. §1-111.1, 24 P.S. §12-1205.6, 22 Pa. Code §8.1, *et. seq.* and 23 Pa.C.S.A. §6301, *et. seq.* for any employee who will have direct contact with District students.

6.06 All records pertaining to, and the identity of any person receiving, drug and alcohol interventions services, shall be kept confidential. All records pertaining to District staff and parents shall be governed by HIPAA. All records pertaining to District students shall be education records that are governed by the Family Educational Rights and Privacy Act (FERPA) and owned by the District. Because the Contractor's credentialed practitioner is performing a service that would otherwise be performed by the District, the Contractor and its credentialed practitioner are "school officials" under FERPA that are permitted, with the prior consent of a parent or eligible student, to view and access only those personally identifiable education records that are necessary to perform the contracted drug and alcohol intervention services for the District. Neither the Contractor nor its credentialed practitioner or other employees are permitted to re-disclose any education records that contains personally identifiable information, unless such re-disclosure is permitted under FERPA. At the time of the execution of this Agreement, the Contractor and each employee performing drug and alcohol intervention services for the District shall execute a separate FERPA/HIPAA Confidentiality Agreement in the form prepared by the District.

6.07 The parties hereto agree that this Agreement has been prepared by the combined efforts of the parties hereto and that the language used herein is not to be construed either in favor of, or against, any party hereto in the event that a Court or Arbitrator determines that any provision of this Agreement is ambiguous, or otherwise.

6.8 There are no understandings between the parties regarding this Agreement other than those set forth in this Agreement, and there have been no promises, inducements, or commitments made in conjunction with this Agreement which are not explicitly set forth herein. This Agreement may be amended, modified, or waived only by a written addendum signed by the parties hereto and approved by the District's Board of School Directors at a public, advertised meeting held in compliance with the Pennsylvania Sunshine Act.

6.9 The Board of School Directors of the Warren County School District also serves as the Board for the Warren County Career Center and, to the extent legally required, this Agreement is being executed and approved on behalf of both the Warren County School District and the Warren County Career Center.

6.10 All sections, sentences, and provisions contained in this Agreement are severable. Should any section, sentence, or provision of this Agreement be rendered void, invalid or unenforceable by any court of law (or Arbitrator), for any reason, such a determination shall not render void, invalid, or unenforceable any other section, sentence, or provision of this Agreement, and the remainder of this Agreement shall remain in full force and effect and binding on the parties hereto.

Intending to be legally bound thereby, the authorized agents of the parties have executed this Agreement below and certify that, upon its execution, the Agreement shall be legally binding on their respective party.

ATTEST:

WARREN COUNTY SCHOOL DISTRICT

Secretary
Board of School Directors

Paul J. Mangione
President, Board of School Directors

CONTRACTOR: FAMILY SERVICES OF WARREN COUNTY

By: _____
Authorized Agent

Printed Name: _____

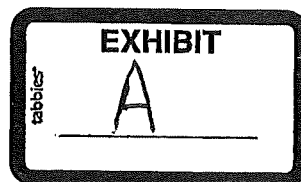
Title: _____

PCCD Warren County Career Center Grant
2023/2024
Services Description – Drug & Alcohol Counseling & Training

Service Description

A credentialed practitioner will provide the following MTSS drug & alcohol interventions to the Warren County Career Center (WCCC) school community (staff, students, and parents). Services will include Tier 1, 2, & 3 interventions and training. A brief description of these is outlined below.

- I. **Tier 1** interventions include:
 - a. training (group) to inform targeted populations about drug & alcohol prevention;
 - b. the provision of general information and advice;
 - c. screening and assessment; and
 - d. referral to Tier 2 and/or 3 alcohol or drug services if necessary.
- II. **Tier 2** interventions include the:
 - a. training (group & individual) to inform targeted populations about drug & alcohol prevention, treatment, care, and recover;
 - b. provision of drug-related information and advice;
 - c. triage assessment and referral for structured alcohol and/or drug treatment;
 - d. support for clients seeking abstinence; and
 - e. outreach services to engage clients into treatment and re-engage people who have dropped out of treatment.
- III. **Tier 3** interventions include:
 - a. training (individual & family) to inform targeted populations about drug & alcohol prevention, treatment, care, and recover;
 - b. provision of drug-related information and advice;
 - c. triage assessment and referral for structured alcohol and/or drug treatment;
 - d. support for clients seeking abstinence;
 - e. outreach services to engage clients into treatment and re-engage people who have dropped out of treatment; and
 - f. a range of structured evidence-based interventions to assist individuals to make changes in alcohol and drug using behavior.





Warren County School District
Central Administrative Offices
6820 Market Street
Russell, PA 16345 – 3406

RE: PCCD WCCC Grant
DATE: December 7, 2022
TO: Mrs. Holt, Family Services of Warren County
FROM: Dr. Patricia Hawley-Mead, Office of Pupil Services

The WCSD has a one-year \$70,000 grant from the Pennsylvania Commission on Crime & Delinquency (PCCD) available for the Warren County Career Center from December 2022 through June 2024.

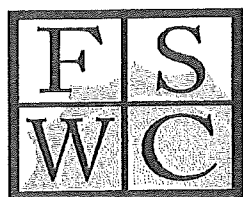
The district wrote the PCCD grant to fund a full-time D&A counselor to provide training, prevention, and counseling services to 10-12th grade students enrolled at WCCC throughout the 2023-2024 school year.

The counselor will provide

1. counseling and support services for students who experience problems related to the use of drugs, alcohol and dangerous controlled substances;
2. prevention and training sessions to all students enrolled at the Warren County Career Center; and
3. offer parent training sessions.

The counselor will collaborate with school staff to make appropriate outside agency referrals (e.g., the Student Assistance Program or out-patient D&A services) as determined necessary.

Grant	PCCD WCCC Grant
Grant	Pennsylvania Commission for Crime & Delinquency
Grant Award	\$ 70,000.00
Year	2023-2024
Projected Start Date	Sep-23
Service Period	2023-2024 School Calendar
Provider	Sunrise Collaborative, Inc.
Contact Name	
Contact Phone	
Contact Email	
Target Population	Warren County Career Center
Staff Qualifications	The provider will staff a full-time (7 hrs 20 minutes per school day) credentialed practitioner with experience in Drug & Alcohol counseling & training.
Scope of Services	Tiered interventions including counseling & training (Tier 1 - Universal ; Tier 2 - Targeted; and Tier 3 - Intensive) and for students, staff, and parents (see service description for details).



Family Services of Warren County

We're Here For You and Your Family

Service Description for Drug and Alcohol Education and Prevention, Counseling Warren County School District

Philosophy and Approach

The mission of Family Services of Warren County, Inc. is to foster a healthy community by providing the highest quality behavioral health services for all. In addition, we promote healthy families, living in a healthy community, by serving, preventing and advocating. We assist others with care and support through counseling, consultation, education, community initiatives, and increased public awareness. Within this mission is an awareness of the tremendous toll chemical dependency and abuse has for many of the clients and families we serve. We believe that chemical dependency is a multifaceted disease that is progressive and insidious in nature. We also believe that addiction has multiple causes including, but not limited to genetics, culture, environment, individual coping style and choices. We subscribe to the disease concept and believe that abstinence is the primary goal of those trying to recover. We also recognize the importance of the twelve-step model and programs in the recovery process.

Our purpose is to intervene using a systematic approach via education, intervention, counseling, and community involvement to aid in the recovery of chemically dependent people and their families. Early intervention and brief interventions of 1-5 motivations sessions are designed to encourage and promote healthy behaviors and focus on increasing insight and awareness. Those identified as having a substance abuse disorder will be linked to formalized treatment.

Target Population

It is our intention to provide education, prevention, and counseling to the students in the Warren County School District, grades 10-12, as well as meeting with parents and caregivers of the students as appropriate. This Service Description is for a .5 program of service encompassing one on one counseling with at risk individuals, motivational interventions, and educational programs for groups. Family Services of Warren County, Inc. has a hundred-year history of serving the residents and families of Warren County. Because we believe that chemical dependency has such a tremendous negative impact on families, we are committed to providing outpatient counseling services to individuals and their families, being aware that each client presents with individual problems, needs and strengths. Also, because we believe that youth are our future, we value their development and growth. We seek to continue to work

■ 589 Hospital Drive Suite E

■ Warren, PA 16365

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5744

www.fswc.org

toward assuring they are given the opportunity to develop fully without being impeded by the use of substances. Therefore, we believe the prevention and treatment of chemical abuse and dependency in young people is of primary importance. It is our intention to provide education, prevention, and counseling to the students in the Warren County School District.

Description of Treatment/Prevention Models Utilized

Family Services of Warren County, Inc. believes that chemical dependency is a disease that affects individuals and families physically, emotionally, mentally, developmentally and spiritually. Early intervention of chemical dependency must also address each of these aspects. Therefore, we employ an eclectic and systematic approach to education and prevention, with emphasis on education and prevention, achieving and maintaining abstinence. With participation of the student, screening/assessment, and planning is used to address issues by identifying problems, goals for overcoming such problems, objectives for reaching these goals and time frames for completion of the objectives. Emphasis is placed on helping the student to identify, use and/or obtain positive support systems that are conducive to the recovery process. Students and their families are treated considering their individual needs, circumstances, internal assets, external resources, and coping styles.

Advocacy and consultation are also provided. Community involvement to address the issue of substance abuse on a macro-level is achieved through community outreach, coalitions, and public awareness efforts.

Service Delivery

Staff will utilize information from the American Academy of Pediatrics as the education tools for prevention groups. Groups will also be developed for parents and caregivers to be held after working hours or weekends, if need be, at rotating school sites. Staff will provide screening tools and work one on one with students as needed, providing motivational sessions encouraging and promoting abstinence. Psychoeducation tools and encouraging positive community involvement that is age appropriate will be focused upon. FSWC staff will also provide planned educational experiences focused on helping the students recognize and avoid harmful or high-risk substance use and/or addictive behaviors.

PROJECT BUDGET		Column1	Column2
A. PERSONNEL SERVICES		Date: 2023-2024	
1. Wage and Salaries	\$	42,640.00	
2. Employee Benefits	\$	9,440.00	
Subtotal - Personnel Services	\$	\$2,080.00	
B. OPERATING EXPENSE			
1. Occupancy (rent/utilities)	\$	-	
2. Communications (Laptop/Tablet)	\$	3,225.00	Laptop and phone/phone monthly plan
3. Office/Treatment Supplies	\$	3,200.00	Curriculum for vaping education/
4. Transportation (Staff Travel)	\$	5,625.00	50 miles daily X 180.625 mile X 10 months
5. Purchased Service Treatment	\$	-	
6. Staff Training and clearances	\$	1,250.00	
7. Operating Expense Admin Costs	\$	4,620.00	weekly supervision/HR and Employee Payroll Tax
Subtotal - Operating Expenses	\$	17,920.00	
C. EQUIPMENT-FIXED ASSETS			
1. Building/Land	\$	-	
2. Renovations	\$	-	
3. Equip./Furniture.	\$	-	
4. Vehicles	\$	-	
5. Repairs/Maintenance/ Equip. (Note: Reinvestment doesn't pay for routine maintenance)	\$	-	
Subtotal-Equip-Fixed Assets	\$	-	
D. TOTAL INDIRECT COST*			
Increased liability insurance-auto-community			
E. ANNUAL COSTS (SUM A THRU D)	\$	70,000.00	
F. TOTAL PROJECT COSTS	\$	70,000.00	

