

PROFESSIONAL TRAINING
SERVICES AGREEMENT

This Service Agreement (hereinafter referred to as "Agreement") is entered into this ___July 16th___ day of 2026, by and between UPMC Western Behavioral Health at Twin Lakes, a nonprofit corporation organized under the laws of the Commonwealth of Pennsylvania, with its principal office located at, Pennsylvania, (hereinafter referred to as "TW") and Richland **SCHOOL DISTRICT**, with its principle place of business at _____Johnstown_____ Pennsylvania, (hereinafter referred to as "DISTRICT"). TW and DISTRICT hereinafter collectively will be referred to as the "PARTIES".

WITNESSETH:

WHEREAS, DISTRICT is a municipal school district providing education to area residents grades K-12 seeking specialized behavioral health/substance abuse treatment services for DISTRICT's student in need of substance use disorder("SUD") services; and

WHEREAS, TW is substance abuse provider licensed in the Commonwealth of Pennsylvania with experience and expertise in providing various types and levels of substance use disorder outpatient services; and

WHEREAS, TW, consistent with its patient care and educational mission, hereby accepts the assignment to provide specialized outpatient substance abuse services to DISTRICT's students, as set forth more fully herein; and

WHEREAS, the PARTIES are mutually desirous of cooperating in the manner set forth herein.

NOW, THEREFORE, in consideration of the mutual premises and covenants contained herein and intending to be legally bound, the PARTIES agree as follows:

1. ENGAGEMENT:

TW shall provide DISTRICT with the specialized SUD treatment services set forth in this Agreement. The specific services to be provided by TW, as well as the responsibilities of the PARTIES and required payments are set forth in Exhibit "A", Scope of Services and Payment Provisions, which is attached to this Agreement and made a part of this Agreement.

2. TERM/TERMINATION:

The term of this Agreement shall be from 7/16/2026 to 8/31/2027. This Agreement shall thereafter be automatically renewed for additional one-year terms until terminated by either party. Any renewals shall be subject to the same terms and conditions as the original Agreement, unless amended or modified by the PARTIES pursuant to Section 11. of this Agreement. This Agreement may be terminated by either

party for any reason upon ninety (90) days prior written notice to the other party. The notice shall be delivered via certified mail return receipt requested to the address set forth in Section 9.

3. RELATIONSHIP:

The relationship between DISTRICT and TW shall be that of an independent contractor. Nothing in this Agreement shall constitute or be construed to create a relationship other than independent contractor between DISTRICT and TW. Neither party shall be or become liable for any existing or future obligations, debts or liabilities of the other party, but shall have an obligation to exercise reasonable care in the conduct of its activities and its employees, agents and representatives carrying out the same.

Nothing in this Agreement shall be construed as limiting the right of either party to affiliate or to contract with any other hospital, health care provider or educational institution on either a limited or general basis while this agreement is in effect.

Nothing in this Agreement shall be construed to create any rights in any third parties or in any persons who are not a party to this Agreement.

4. NON-ASSIGNABILITY:

This Agreement shall not be assigned or transferred by either party without the prior written approval of the other party.

5. NON-SOLICITATION:

DISTRICT agrees that it will not solicit for employment, engage or actually employ the employees, agents or representatives of TW for a period of one (1) year following the termination of this Agreement.

6. COMPENSATION:

Compensation for the services set forth in this Agreement shall be paid by SCA or student's insurance to TW at the rates and amounts set forth in Exhibit "A". TW shall perform the services under this Agreement as an independent contractor and shall be responsible for payment of any taxes, penalties and/or interest for any payment made by DISTRICT to TW hereunder. No benefits shall be paid by DISTRICT for the services provided by TW pursuant to this Agreement. TW indemnifies and agrees to hold DISTRICT harmless from any claims to such benefits and from other claims concerning FICA, income tax withholding and the like.

7. PAYMENT:

TW agrees to submit invoices for payment for the services set forth in this Agreement consistent with the terms set forth in Exhibit "A". DISTRICT shall not be liable for payment of services provided by TW.

8. CONFIDENTIALITY:

The PARTIES agree to keep confidential and not to disclose to third parties any business or proprietary information, patient identifiable information, or protected health information obtained in the course of performing services pursuant to this Agreement, except as may be required or authorized by law. The PARTIES agree that this Section shall survive the termination or expiration of this Agreement.

9. NOTICES:

Any notices required pursuant to this Agreement, except a Notice of Termination set forth in Section 2 above, shall be set forth in writing and hand-delivered or sent via certified mail, return receipt requested to the following:

DISTRICT:

TW: Shannon Tronzo
Director of Clinical Care Services
UPMC- Western Behavioral Health at Twin Lakes
PO Box 909
Somerset, PA 15501

11. ENTIRE AGREEMENT/ AMENDMENT:

This Agreement, and any Exhibits attached hereto and made a part hereof, represents the entire agreement and understanding of the PARTIES. This Agreement supersedes all prior oral and written communications between the PARTIES concerning the matters set forth herein. This Agreement may be amended, revised, modified or clarified only when such amendments, revisions, modifications or clarifications are set forth in writing and signed by the authorized representatives of both PARTIES.

12. DISPUTES:

This Agreement is governed by the laws of the Commonwealth of Pennsylvania. Any controversy, claim or dispute arising out of or relating to this Agreement or the breach thereof, shall be adjudicated in the Court of Common Pleas of Cambria County or in the United States District Court for the Western District of Pennsylvania. Disputes arising out of this Agreement shall be initially referred to the appropriate administrative officers for the PARTIES, who shall have the responsibility to promptly review and discuss the problem in an attempt to arrive at a resolution.

13. NONUSE OF NAME:

Each party reserves the right to control the use of any of its copyrighted materials, symbols, trademarks, service marks and other proprietary rights presently existing or hereafter established. The PARTIES shall refrain from using the name of the other party or any of the entities with which the other party is affiliated for any purpose without the prior written approval, on an individual case basis, by an authorized representative of the other party.

14. INDEMNIFICATION AND INSURANCE:

Both PARTIES agree to defend, indemnify and hold the other party, including its directors, officers, employees, and agents, harmless from (i) any claims, losses, lawsuits, judgments, charges, penalties and expenses, demands, actions, proceedings or costs of judgment of any nature, which the indemnified party may sustain as a result of the indemnifying party's breach of duty or negligence pursuant to the terms of this Agreement; and (ii) any demands, claims, actions, proceedings or costs of judgment which may be made or instituted against the indemnified party by reason of personal injury (including death) to any person, or damage to property, arising out of or connected with the negligent performance or willful misconduct of the activities to be carried out pursuant to the Agreement. These indemnifications will include reasonable expenses, including attorney's fees, incurred by defending such claims and damages incurred by reason of the indemnifying party's failure to comply with applicable laws, ordinances, and regulations or for damages caused by the indemnifying party.

Notwithstanding the above, the PARTIES agree to cooperate with each other in good faith in the assessment, defense and resolution of any such claim, action, suit or proceeding. Moreover, each party shall maintain Professional Liability and General Liability Insurance with limits of not less than \$1M per occurrence-\$3M annual aggregate and \$1M per occurrence-\$2M annual aggregate, respectively, throughout the term of this agreement, and for a period of five (5) years thereafter, in a company or companies licensed to do business in the Commonwealth of Pennsylvania. Certificates of Insurance evidencing the above commitments shall be exchanged by the PARTIES, as requested.

15. NONDISCRIMINATION:

The PARTIES agree not to discriminate against any individual served pursuant to this Agreement or in matters of employment on the basis of race, color, religion, national origin, ancestry, age, sex, marital status, sexual orientation or disability or any other class protected by applicable law.

16. COMPLIANCE:

The PARTIES shall discharge their obligations and responsibilities under this Agreement in accordance with the standards of the Joint Commission on Accreditation of Healthcare organizations (JCAHO), the Rules and Regulations of the individual facility and all applicable federal, state and local laws and regulations in effect as of the date of this Agreement, and as they may thereafter be changed or amended, including, but not limited to the Health Insurance Portability and Accountability Act (HIPAA).

Specifically, with regard to HIPAA, DISTRICT agrees to be bound by the University of Pittsburgh Medical Center's (UPMC) HIPAA Business Associate Terms and Conditions **to the extent that DISTRICT is, at any time, considered to be a Business Associate of TW**, as defined by the HIPAA Privacy Rule. UPMC's HIPAA Business Associate Terms and Conditions can be found at <http://purchasing.upmc.com>

To the extent that there are changes to, or clarification of, the HIPAA Privacy Rule, UPMC reserves the right to modify its HIPAA Business Associate Terms and Conditions to be consistent with the changes or clarifications to the HIPAA Privacy Rule. DISTRICT shall comply with such modifications to UPMC's Business Associate Terms and Conditions as posted on UPMC's web site within the timeframes required by law.

TW will ensure that TW'S staff shall have proper background checks completed prior to commencing any work. Said background checks shall consist of, but not be limited to, the

Pennsylvania State Police Background Check (Act 34), the Pennsylvania Child Abuse History Clearance (Act 151), and the Federal Criminal History Record Information (CHRI) background check. In addition, the AGENCY will comply with hiring, mandated reporting, and all requirements of the Pennsylvania Child Protective Services Laws. All staff provided will have received a physical examination and a tuberculin skin test.

17. REGULATORY:

If it should be determined that Section 1861 (v)(1)(I) of the Social Security Act, as amended, pertaining to access to books and records of subcontractors, is applicable to this Agreement, then the PARTIES agree to retain and make available for a period of no less than four (4) years after the furnishing of services, this Agreement and books, documents and records, which are necessary to

certify the nature of the extent of costs thereof, when requested by the Secretary of DHHS or the Comptroller General, or any of their duly authorized representatives.

The PARTIES also certify by their signatures herein that neither they nor any of their personnel providing services hereunder have been suspended or terminated from participating in the Medicare or Medicaid Programs. The PARTIES agree to notify each other immediately should such a suspension or termination either be threatened or occur.

IN WITNESS WHEREOF, the PARTIES have accepted the obligations, terms and conditions set forth herein as evidenced by the signatures of their respective authorized representatives below.

UPMC- WESTERN BEHAVIORAL HEALTH AT TWIN LAKES

SCHOOL DISTRICT

BY: Shannon Trone

TITLE: Director, Clinical Services

DATE: 7/16/25

BY: _____

TITLE: _____

DATE: _____

Exhibit A.

SCOPE OF SERVICES AND PAYMENT

Twin Lakes shall provide the following services to student of DISTRICT:

"Teen Intervene" Program. For "Teen Intervene" it is an educational program on the dangers of substance abuse and positive decision making. This program is typically organized into 4 educational sessions. The sessions educate the client on the dangers of the drug of choice they were utilizing, decision making and if the patient allows, family involvement. This service is typically offered as a preventative measure to keep the client from progressing further into substance abuse. Family involvement is to educate the family on how they can assist the individual to participate in more positive decision making and to open the lines of communication. The program will take place over 4 weeks.

Individual Counseling. Counseling will consist of individual sessions that include treatment planning and addressing issues related to a client's chemical use. Counseling will be utilized over "Teen Intervene", when a client has a more extensive chemical history and the need to address contributing factors such as peer group, family dysfunction, self-esteem, past abuse issues and mental health issues that all contribute to their chemical usage. The counselor will complete an Intake, treatment plan, crisis plan and updates to the treatment plan and medical record throughout treatment. Counseling treatment is expected to last for 3-6 months based on the client's progress and may be longer if clinically necessary for successful completion and the client will need to meet ASAM criteria for the OP level of care.

Both services are for adolescents. The services will be offered weekly within the school until completion. The school shall provide a confidential location for the counselor and individual to meet in to insure to protect the individual's confidentiality. The purpose of offering the services within the school environment is to allow the individual's education and participation in the school day to be disrupted as little as possible.

Both services will be provided by a Bachelor/ or Master Level Clinician from the Johnstown office.

Payment for either services if not covered by the individual's insurance carrier, will be paid for by the Cambria County Drug and Alcohol Programs.

