MEMORANDUM OF AGREEMENT

Cambria County Drug and Alcohol Program
Cambria County Behavioral Health and Developmental Supports Program

and

Richland School District
1 Academic Avenue, Suite 200
Johnstown, PA 15904

WHEREAS, the Cambria County Drug and Alcohol Program and the Cambria County Behavioral Health and Developmental Supports Program, (hereinafter referred to as the "County"), and the Richland School District, (hereinafter referred to as the "School District") agree to cooperate in the development of the Student Assistance Program ("S.A.P.") initiative.

The County agrees to designate drug and alcohol and mental health liaisons to work with the district's S.A.P. Core Team(s). The County further agrees to provide S.A.P. assessments and, where appropriate, treatment services to identified students of the district, within a reasonable amount of time and within budgetary restrictions. Crisis services will be provided by the county's Emergency Service Unit.

The School District agrees to provide a S.A.P. Core Team that complies with State regulations. In addition, the County agrees to provide services to the Core Team that complies with State regulations. The School District agrees that the Program liaisons shall be ad-hoc members of the S.A.P. Core Team(s).

The School District further agrees to provide to the Program liaisons the appropriate school-based information, a private area for assessment, secure storage of student records, and compliance with federal and state confidentiality regulations. The School District will provide school-based aftercare groups. The School District also agrees to provide to Program liaisons updated copies of the School District's alcohol and other drug policy, suicide/mental health/crisis policy, school calendar, and any other school policies that may affect S.A.P. services.

The School District agrees to annually provide information to parents, students, faculty and staff regarding the S.A.P. Core Team membership, services available, and the S.A.P. referral process. The School District further agrees to establish a written procedure, available for ongoing reference by the S.A.P. Core Team, which outlines the essential responsibilities of the team, including information gathering and parental contact.

The School District and the County agree to work cooperatively to avoid any duplication of services.

The School District and the County agree to implement the provisions of this agreement to the extent that the provisions are consistent with existing federal and state laws and regulations. Both parties agree in good faith to comply with Pennsylvania and federal regulations and law and any updated legal precedents and interpretations as applicable.

An Addendum with additional details is attached hereto, incorporated herein, and marked as *"Attachment A"*.

The School District and the County agree to utilize the Conflict Resolution Procedure to address disputes arising between them during the S.A.P. process. A true and correct copy of the Conflict Resolution Procedure is attached hereto, incorporated herein, and marked as *"Attachment B"*.

Confidentiality and Protected Health Information: The School District shall execute and fully comply with the Business Associate Agreement made a part hereof, incorporated by reference herein, and labeled as *"Attachment C"*.

The School District and the County agree to submit reporting forms to the respective state agencies as required.

The County or the School District may terminate this Agreement with or without cause at any time upon thirty (30) days written notice to the other party.

This Agreement will be in full force and effect throughout the 2026-2027 school year.

Executed this _____ day of _____, 2026

Kathryn Porter 7-22-26

Kathryn Porter, Administrator
Cambria County BH/DS Program

Date

_____ _____

Richland School District Representative and Title

Date

Attachment A

ADDENDUM

The Cambria County Drug & Alcohol Program and Cambria County Behavioral Health/Intellectual Disabilities and Early Intervention Programs support the APAVTS proposal to obtain funding through the Safe and Drug-Free Schools and Community Act. The purpose of this Agreement is to describe the relationship that will exist between the APAVTS and County. The Agreement focuses specifically on the Student Assistance component of the Proposal. The following components will be part of the Student Assistance Program (S.A.P.).

TRAINING: The County Drug & Alcohol Administrator and the County BH/DS Administrator will designate staff member(s) to serve as liaison(s) between the High School and their respective agencies. The liaisons will have completed the Pennsylvania Department of Education approved SAP training, and will have expertise in assessing mental health or drug and alcohol concerns.

MEETINGS: The Cambria County BH/DS and Drug & Alcohol liaison(s) will attend, at a minimum, two Core Team meetings per month, as schedules permit, for the purpose of screening referrals, case management, and system linkages.

ASSESSMENT: The applicable County liaison, in conjunction with the S.A.P. Core Team, will review all appropriate school-based information to determine if an assessment is warranted. The liaison is responsible for authorizing and scheduling all assessments. Prior to the scheduling of the assessment, the S.A.P. Core Team will be solely responsible for obtaining informed written parental consent for the school-based assessment for all students under the age of eighteen.

This informed written consent shall include, through a parental check-off format or other written documentation provided by the parent, a specific reference to the fact that the parent is consenting to an assessment for their child. All consent forms shall contain a parental signature. Consent forms generally referring to permission to participate in the S.A.P. process or that are ambiguous in conveying the parent's intention regarding the assessment shall not be accepted by the County agency. Verbal parental consent, regardless of how documented, shall not be accepted by the County agency. The agency liaison shall maintain sole discretion in determining whether the written consent form presented contains the elements required to permit an agency assessment of the student.

In addition, the S.A.P. Core Team will advise the student of their recommendation for an assessment and obtain the student's verbal consent to cooperate before scheduling this assessment.

Upon receipt of written parental consent and student verbal consent, the S.A.P. Core Team will complete the applicable assessment referral form in its entirety prior to the scheduling of the assessment and submit this form to the applicable agency liaison.

All S.A.P. related records, including the Student Information forms, will be made available to the agency liaison at the time of the assessment.

Through an assessment, the need for services will be determined by the liaison based on student self-reporting and available collateral information. Mental health and/or drug and alcohol service recommendations will be determined solely by the applicable liaison. At the time of the assessment, the student will be afforded the opportunity to sign a Release of Information form. This Release of Information will allow the S.A.P. liaison to provide verbal feedback regarding the results of the assessment and subsequent updates to the S.A.P. Core Team as permitted by federal and state confidentiality regulations

Any student residing outside of Cambria County must be referred to his/her county of origin for assessment and treatment of drug and alcohol concerns. Students residing outside of Cambria County will continue to be referred to the Cambria County BH/DS Programs SAP Liaison for assessment and/or treatment of mental health concerns. In the event of a school closing, student absence, or student/parent cancellation, the S.A.P. Core Team will notify the appropriate agency personnel of said cancellation at the following phone numbers: D&A Liaison – (814) 536-5388; BH/DS Liaison – (814) 535-8531. If an assessment is being cancelled, please indicate the name of the student.

TREATMENT: Once it has been determined that mental health or drug and alcohol treatment is necessary, a referral will be made to the most appropriate provider. Treatment and resources utilized may include: The Mental Health Emergency Services Unit, inpatient mental health or drug and alcohol services, outpatient mental health or drug and alcohol services, and outpatient drug and alcohol early intervention. Out-of-county resources will be utilized as funding permits. Additional funding made available to the county will be utilized to expand the treatment resources for

mental health and drug and alcohol services.

With the student's written consent, periodic verbal progress reports will be provided to the S.A.P. Core Team, within bounds of confidentiality, for students in treatment within the county program or any of its contracted service providers. County personnel do not monitor students who choose privately arranged mental health or drug and alcohol treatment.

The standard release form is valid for the applicable timeframe indicated on the release document. If the S.A.P. Core Team wishes to receive information regarding a student's course of treatment beyond the applicable timeframe, said team must secure a new, signed Release of Information form, which is to be forwarded to the appropriate agency liaison.

All records generated by the S.A.P. Core Team, with respect to individual students, are records of the School District. The retention and disclosure of these records shall be governed by the policies of the School District and applicable federal and state regulations pertaining to educational records. When a student has been referred to a Program(s) for assessment and/or ongoing treatment, the records generated by the Program(s) become the property of the Program(s). The retention and disclosure of Program records shall be governed by applicable federal and state client confidentiality regulations pertaining to the respective County Program(s).

When the applicable assessment referral form is submitted by the S.A.P. Core Team to the Program(s), the Program(s) shall maintain a copy of the form in the student's Program file. The School District may, at its discretion, maintain a copy of the form in the student's applicable school-based record.

CONTINUATION-EXPANSION:

The Cambria County Drug and Alcohol Program and the Cambria County Behavioral Health and Developmental Supports Program are committed to an ongoing cooperative relationship with all districts trained by the Pennsylvania Department of Education and certified private trainers. We will continue to work with the School District as the Student Assistance Program expands.

CONTACT PERSONS:

For the 2026-2027 school year, the school district and agency contact persons are established as follows:

School District Contact:

Nicole Crowell/Edwarda Pruchnic
Richland School District
1 Academic Avenue, Suite 200
Johnstown, PA 15904

BH/DS and D&A Liaison:

Raymond Peterman
Cambria County BH/DS Programs
401 Candlelight Drive
Ebensburg, PA 15931

Attachment B

CONFLICT RESOLUTION PROCEDURE

I. Objective:

To implement a process in which the School District and the County communicate identified conflicts as they arise and, in a collaborative effort, create solutions that maximize student potential for success while adhering to established Student Assistance Program principles. By adopting the process, the School District and the County further strive to utilize available resources in a systematic manner to obtain timely, unbiased solutions to conflicts that remain unresolved.

II. Process:

Step 1: Conflicts arising between the School District and the County at Core Team level will be discussed at the regularly scheduled Core Team meeting. If the conflict remains unresolved, proceed to Step 2.

Step 2: A representative of the School District at the Core Team level and the involved liaison will each submit a written summary of the situation, as well as a recommended plan of action for resolving the conflict, to the applicable building administrator and the involved County Administrator. Within five (5) working days, the administrators will review the information received and initiate contact with each other to discuss possible solutions to the conflict. During this step, the building administrator and County Administrator may, at their discretion, seek consultation with other School District or County Program personnel in an attempt to resolve the conflict. In addition, technical assistance may be sought from the Pennsylvania Department of Education Region VI Coordinator. If the conflict remains unresolved, proceed to Step 3.

Step 3: The building administrator and the County Administrator will forward copies of both originally submitted written summaries and action plans to the Pennsylvania Department of Education Region VI Coordinator. All documentation shall be forwarded within five (5) working days of the Step 2 discussion. The Region VI Coordinator will then schedule a meeting between the County Administrator, the School District Central Office Administrator, and building administrator. This meeting shall be held within twenty (20) working days of the receipt of the documentation by the Region VI Coordinator. If the conflict remains unresolved following this meeting, proceed to Step 4.

Step 4: The Region VI Coordinator will forward all available documentation to the Cambria County S.A.P. Coordination Team. The Coordination

Team will schedule a meeting to discuss the conflict within twenty (20) working days of the receipt of the documentation from the Region VI Coordinator. If the conflict remains unresolved following this meeting, proceed to Step 5.

Step 5: The Region VI Coordinator will forward all available documentation to the S.A.P. Interagency Team. This team is comprised of designated representatives of the Pennsylvania Department of Education, Department of Health, and Department of Public Welfare. The S.A.P. Interagency Team will review all available documentation to develop a solution to the conflict. The School District and the County shall abide by this decision.

Attachment C

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BA Agreement") is entered into on this **First** day of **July, 2026**, by and between the **Cambria County Drug and Alcohol Program** and **Richland School District.**

Recitals

A. Covered Entity will make available and/or provide certain Protected Health Information (as defined below) to Business Associate in the course of the parties' relationship.

B. In order to protect the privacy of the Protected Health Information and to comply with HIPAA and the HIPAA Regulations (as defined below), Covered Entity and Business Associate desire to enter into this BA Agreement setting forth the terms and conditions of use and disclosure of Protected Health Information.

In consideration of the mutual promises set forth below, the parties agree as follows:

Article 1: Definitions

1.1 **Business Associate.** "Business Associate" shall mean **Richland School District.**

1.2 **Covered Entity.** "Covered Entity" shall mean **Cambria County Drug and Alcohol Program.**

1.3 **Individual.** "Individual" shall have the same meaning as the term "individual" in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

1.4 **HIPAA.** "HIPAA" means the Health Insurance Portability & Accountability Act of 1996, P.L. 104-91.

1.5 **HIPAA Regulations.** "HIPAA Regulations" mean the regulations promulgated under HIPAA by the U.S. Department of Health and Human Services, including the Privacy Rule.

1.6 **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information in 45 CFR Part 160 and Part 164, Subparts A and E.

1.7 **Protected Health Information.** "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR § 164.501, limited to the information created or received by Business Associate from or on behalf of the Covered Entity.

1.8 **Required By Law.** "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.501.

1.9 **Secretary.** "Secretary" shall mean the Secretary of the Department of Health and Human Services or the Secretary's designee.

1.10 **General Rule.** Capitalized terms not otherwise defined in this BA Agreement shall have the same meaning as those terms in the Privacy Rule.

Article 2: Obligations and Activities of Business Associate

2.1 **Prohibitions.** Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the BA Agreement or as Required By Law.

2.2 **Safeguards.** Business Associate agrees to implement and use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this BA Agreement.

2.3 **Mitigation.** Business Associate agrees to mitigate promptly, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected
Health Information by Business Associate in violation of the BA Agreement, the Privacy Rule, or other applicable federal or state law.

2.4 **Reports of Improper Use or Disclosure.** Business Associate agrees to immediately report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this BA Agreement of which it becomes aware. Business Associate also agrees to immediately report to Covered Entity about any complaint that the Business Associate receives concerning the handling of Protected Health Information or compliance with this BA Agreement.

2.5 **Disclosures to Agents and Subcontractors.** Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

2.6 **Access.** To enable the Covered Entity to fulfill its obligations under the Privacy Rule, Business Associate agrees to make Protected Health Information in Designated Record Sets that are maintained by Business Associates or its agents or subcontractors available to Covered Entity for inspection and copying within ten (10) days of a request by Covered Entity. If an Individual requests inspection and copying of Protected Health Information directly from Business Associate or its agents or subcontractors, Business Associate shall notify the Covered Entity in writing within five (5) business days of receipt of the request, and shall defer to, and comply with, Covered Entity's direction in a timely manner regarding the response to the Individual regarding the request for inspection and copying.

2.7 **Amendment.** To enable the Covered Entity to fulfill its obligations under the Privacy Rule, Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that are maintained by Business Associate or its agents or subcontractors that the Covered Entity directs or agrees to pursuant to 45 CFR § 164 within ten (10) days of a request by Covered Entity. If an Individual requests amendment of Protected Health Information directly from Business Associate or its agents or subcontractors, Business Associate shall notify the Covered Entity in writing within five (5) business days of receipt of the request, and shall defer to, and comply with, Covered Entity's direction in a timely manner regarding the response to the Individual regarding the request for amendment.

2.8 **Federal Government Officials.** Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary as designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule. Business Associate shall notify Covered Entity regarding any Protected Health Information that Business Associate provides to the Secretary concurrently with providing such Protected Health Information to the Secretary, and upon Covered Entity's request, shall provide Covered Entity with a duplicate copy of such Protected Health Information.

2.9 **Documentation of Disclosures.** Business Associate agrees to implement a process for documenting such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to

respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.

2.10 **Accounting of Disclosures.** Business Associate agrees to provide to Covered Entity the information collected in accordance with Section 2.9 of this BA Agreement within ten (10) days of the Covered Entity's request in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528. If an individual requests an accounting directly from Business Associate or its agents or subcontractors, Business Associate must notify Covered Entity in writing within five (5) business days of the request, and shall defer to, and comply in a timely manner with, Covered Entity's direction regarding the response to the Individual regarding the request for an accounting.

Article 3: Permitted Uses and Disclosures by Business Associate

3.1 **Specific Purposes.** Except as otherwise limited in this BA Agreement, Business Associate may use or disclose Protected Health Information on behalf of, or to provide services to, Covered Entity for the following purposes, provided that such use or disclosure of Protected Health Information would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity:

3.2 **Legal Responsibilities.** Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

3.3 **Management & Administration Activities.** Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

3.4 **Data Aggregation.** Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 CFR § 164.504(e)(2)(i)(B).

3.5 **Reporting Law Violations.** Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j)(1).

Article 4: Obligations of Covered Entity

4.1 **Notice of Privacy Practices.** Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

4.2 **Individual Permission.** Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

4.3 **Restrictions.** Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

4.4 **Prohibited Requests.** Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity. This provision does not otherwise affect the Business Associate's permitted use and disclosure of Protected Health Information for data aggregation (permitted in 3.4 above) and/or management and administrative activities (permitted in 3.3 above).

Article 5: Term and Termination

5.1 **Term.** The Term of this BA Agreement shall be effective as of July 1, 2026, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

5.2 **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

A. Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

B. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or

C. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

5.3 **Effect of Termination.**

A. Except as provided in paragraph (B) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

B. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Business Associate shall thereafter extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

5.4 **Survival.** The respective rights and obligations of Business Associate under this Article 5 shall survive the termination of this BA Agreement.

Article 6: Miscellaneous

6.1 **Regulatory References.** A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.

6.2 **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

6.3 **Interpretation.** Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

6.4 **State Law.** In addition to HIPAA and the HIPAA Regulations, Business Associate shall comply with all applicable state and federal privacy and security laws.

6.5 **Notices.** Under the terms of this BA Agreement, either party shall be deemed as being given notice, if delivered personally, or if mailed by first class United States mail, postage prepaid, and addressed as follows:

Covered Entity:	Business Associate:
Cambria County Drug and Alcohol Program 110 Franklin Street, Suite 300 Johnstown, PA 15901	Richland School District 1 Academic Ave., Suite 200 Johnstown, PA 15904
Attention: HIPPA Officer	Attention: HIPPA Officer

6.6 **Notification of Change of Address.** If Covered Entity and/or Business Associate change its address for notification purposes, it shall promptly notify the other party to this BA Agreement in writing and clearly state the new address and the effective date for the change of address.

6.7 **Good Faith.** The parties to this BA Agreement agree to exercise good faith in the performance of this contract.

6.8 **Attorneys Fees.** Each party to this BA agreement agrees to bear its own legal expenses and any other cost incurred for actions or proceedings brought about by the enforcement of this contract, or from an alleged dispute, breach, default, misrepresentation, or injunctive action associated with the provisions of this contract.

6.9 **Disputes.** Any controversy or claim arising from or relating to the terms defined under this contract are subject to settlement by compulsory arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, except for injunctive relief which may be sought by the Covered Entity to prevent or stop the unauthorized use or disclosure of information by Business Associate or any agent, contractor, or third party that received information from Business Associate.

6.10 **Entire Agreement.** This BA Agreement sets forth the entire agreement between the Covered Entity and Business Associate. The terms of this contract shall be binding on the parties. Neither party has the authority to reassign this agreement without the other's written consent.

IN WITNESS WHEREOF, the parties hereto have duly executed this BA Agreement as of the date set forth in the first paragraph of this agreement.

BUSINESS ASSOCIATE:

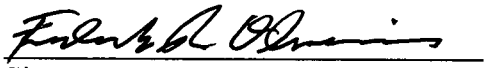
RICHLAND SCHOOL DISTRICT

_____
Signature

_____
Print Name

_____
Title

COVERED ENTITY:
CAMBRIA COUNTY DRUG AND ALCOHOL PROGRAM


Signature

Frederick R. Oliveros
Print Name

Administrator
Title