

## Appalachian Youth Service

### Memorandum of Understanding

This Memorandum of Understanding is made and entered into between the "Portage School District" (hereinafter referred to as "SD") and Appalachian Youth Service, P.O. Box 878, 150 Sanborn Lane, Ebensburg, PA 15931 (Hereinafter jointly referred to as the "Parties") for the 2025-2026 school year, and was created and existing pursuant to the Human Services Code of 1967, P.L. 31, as amended, and Regulations 55 PA. Code Chapter 3800: Child Residential and Day Treatment Facilities.

### BACKGROUND

WHEREAS, Appalachian Youth Service holds a license under Pennsylvania Department of Human Services as a Day Treatment Facility providing services in the following:

- a.) Highly structured treatment program providing youth the opportunity to achieve and develop academically, socially, intellectually, mentally, and physically.

WHEREAS, SD desires to secure the services of Appalachian Youth Service as explained in the attached program specific description:

NOW, THEREFORE, the parties hereto, in consideration of the mutual agreements, covenants and conditions set forth herein, intending to be legally bound, hereby agree as follows:

1. SD does hereby engage Appalachian Youth Service to render Day Treatment Services to all students enrolled in our school from said SD.
2. The transportation for these students is not included in this contract. Arrangements for transportation is the responsibility of the student's school district.
3. Appalachian Youth Service will invoice SD on a monthly basis for all students enrolled at a daily rate as specified. The 2025-2026 per diem for the Day Treatment program is \$111.78 for K-6 and \$103.03 for grades 7-12. The per diem for Public School Transition Support is \$109.91 per day. If pre-approved with the SD, the per diem rate may be increased for students exhibiting severe behavioral issues or increased special needs. This increased rate allows for increased staffing, counseling, and more one on one time.
4. SD is required to submit full payment for all students within thirty (30) calendar days of the date of the invoice.
5. SD shall be obligated to pay for all services provided by Appalachian Youth Service pursuant to this agreement through and including the date the student's release from the program. Appalachian Youth Service does not modify billing. All students are considered full-time and billed the current rate regardless on how long they attend daily.
6. In performing this contract, Appalachian Youth Service shall be a contractor and not an agent of the County DHS or SD.

Appalachian Youth Service shall keep in force and maintain public liability, person liability, property damage and worker's compensation insurance, insuring Appalachian Youth Service and its agents and employees who may be acting pursuant to this agreement, against any and all claim which may arise out of the performance under the terms, conditions, and provisions of this Agreement.


- a.) Appalachian Youth Service shall comply with all applicable rules and regulations with respect to prohibition against discrimination because of sex, handicap or disability, color, race, age, national origin, as prohibited more specifically by inter alia Pennsylvania Human Relations Act, tile VI and VII of Civil Rights Act of 1964, Title IX of the Education Amendments of 1972 and Section 504 of the Rehabilitation Act of 1973.

b.) The SD shall, at all times, remain obligated to comply with all applicable state and federal laws pertaining to access, education, and privacy of the student, including but not limited to the Individuals with Disabilities Education Act, 20 U.S.C. 1400 et seq. (the "IDEA"), the Rehabilitation Act of 1973, 29 U.S.C. 794 et seq. (the "Rehabilitation Act"), and similar. Appalachian Youth Service does not assume any statutory obligation or liability of County DHS or SD to any student by virtue of this Agreement.

7. SD agrees that it, through its employees or representatives, will never disparage the services or otherwise impugn Appalachian Youth Service, its Board of Directors, its employees, or its clients.
8. SD represents and warrants that it has the requisite authority under state and federal law to enter into this Agreement and fully perform its obligations hereunder.
9. SD represents and warrants that sufficient funds are available to satisfy its obligations pursuant to this Agreement.
10. This Agreement shall be construed under the laws of the Commonwealth of Pennsylvania, County of Cambria.
11. Appalachian Youth Service will uphold all requirements associated with reporting abuse and maintain all applicable clearances on employees.
12. Appalachian Youth Service will ensure that all employees maintain all required trainings mandated through the Department of Human Services.
13. Appalachian Youth Service subcontracts the educational component. The Intermediate Unit 08 is currently utilized. A separate invoice will be sent from the educational entity for educational services.
14. Appalachian Youth Service retains the ability to remove students from our care that exhibit physical aggression, have moderate to severe dependency issues, causes major disruptions to our programming, or non-compliant with expectations in our program. It is our goal to work with children as long as progress is evident.
15. A separate Memorandum of Understanding will be signed by a representative of Appalachian Youth Service and the parent/guardian before a student can enroll. Our program is based on a premise that it is a choice for students to attend making our program voluntary. Families are under no obligation to enroll a student in our Day Treatment if they choose not to.
16. If one or more provisions of the Agreement are held to be unenforceable under applicable law, then such provision shall be revised agreement. If no agreement is reached, a court of competent jurisdiction shall revise the provision so as to give it full force and effect under applicable law and the balance of the Agreement shall be enforceable in accordance with its terms.
17. This Agreement shall automatically renew for the succeeding school year with Appalachian Youth Service reserving the right to increase the rates stated in paragraph 3, on an annual basis.

NOTICE TO SD REPRESENTATIVE: (1) DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACE. (2) YOU ARE ENTITLED TO A COMPLETE COPY OF THIS AGREEMENT. BY SIGNING BELOW THE SD AND APPALACHIAN YOUTH SERVICE ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS AGREEMENT AND INTEND TO BE LEGALLY BOUND BY ITS TERMS.

DATE: 5-2-25

BY:   
Robert Kelly,  
Executive Director

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
School District Representative