

ACRP's - Adolescent Partial Hospitalization Program

2026-2027 AGREEMENT

By and between the Alternative Community Resource Program, Inc. (herein referred to as "ACRP") and the **Richland School District** under the terms and conditions as hereinafter provided.

ACRP agrees to:

1. Provide academic, behavioral and/or mental health services for regular and special education students that are placed in the ACRP's Adolescent Partial Hospitalization after the intake, assessment, and psychiatric evaluations are completed by ACRP.
2. Provide educational programming, therapy, and support services for regular and special education students that are placed in the ACRP's Adolescent Partial Hospitalization Program after the intake, assessment or Individual Education Program (IEP) / Notice of Recommended Educational Placement (NOREP) for special education students is completed by the sending school district.
3. Provide pertinent data for the multi-disciplinary re-evaluation process for eligible students enrolled in the program.
4. Coordinate the delivery of educational, behavioral, and mental health services with the students and families for the following:
 - Adolescent Partial Hospitalization Program
5. Provide consultation, participation and input for conferences, report cards, and/or an Initial Individualized Education Program (IEP) / Notice of Recommended Educational Placement (NOREP) / Evaluation Report (ER) - (as applicable), and 20-day partial hospitalization program reviews.
6. ACRP agrees to complete an educational discharge report for each student and submit it no later than (30) thirty days after ACRP discharges the student. The report will be mailed to the appropriate school administrator or designee.
7. Comply with the Greater Johnstown School District calendar for attendance purposes.
8. Provide Pennsylvania certified educational instructors at the following site:
 - Adolescent Partial Hospitalization Program
ACRP/St. Michael's School
188 Gilbert Street
Johnstown, PA 15906

9. ACRP warrants that, as to all staff members having direct contact with children, ACRP has received necessary clearances, including (1) Pennsylvania State Police criminal history report; (2) a Federal Bureau of Investigation criminal history report; and (3) Pennsylvania Department of Human Services child abuse clearance. In addition, ACRP will provide an Act 168 employment history review.
10. ACRP warrants that staff members providing student services currently possess and will continue to maintain and possess all certifications and/or licenses required by the Commonwealth of Pennsylvania to perform the duties as required for the services provided under this agreement.
11. Submit invoices that include the names of students enrolled and dates of service. The school district will only be billed for the educational cost of the program.
12. Billing for educational costs will be submitted to the participating school district based on the sending district's daily enrollment not to exceed 180 days.
13. Bill on a 10-month billing cycle (August 2026 – June 2027). Billing statements will be rendered to the business office and payment shall be due to ACRP no later than thirty (30) days after the billing invoice date.
14. Provide the educational, mental, and behavioral health components as per adolescent / PHP regulations
15. ACRP shall defend, indemnify, and hold harmless the school district, its agents, board, representatives, attorneys, staff, and employees, from and against any and all causes of action, claims, actions, suits, proceedings, judgments, damages, penalties, fines, liens, expenses and/or costs, liabilities, and/or losses (including reasonable attorneys' fees, consultant fees, and expert fees) arising out of, resulting from, or in connection with any services being rendered by ACRP as part of this agreement.

The **Richland School District** agrees to:

1. Complete a referral form for each student. The school district will forward all academic or other reports that it deems necessary for ACRP to develop an academic, behavioral, and mental health goals for each student.
2. Assist with educational goals, life skill objectives for students, and Individualized Education Program (IEP)/Notice of Recommended Educational Placement (NOREP)/Evaluation Report (ER) for special education students before they are enrolled in the program.
3. Provide student coordination and support through the administration, along with providing the presence of an empowered district representative during the intake, discharge, IEP review proceedings, and other required meetings.
4. Participate in 20-day reviews for students in ACRP's Adolescent Partial Hospitalization Program as scheduled.
5. Transport students to and from the following sites based on the Greater Johnstown School District calendar.

- Adolescent Partial Hospitalization Program
ACRP/St. Michael's School
188 Gilbert Street
Johnstown, PA 15906

6. Purchase services from the ACRP Partial Hospitalization Program for the 2026 – 2027 school year based on student enrollment and a maximum 180-day billing period as follows:
 - Partial Hospitalization.....\$125.00 per day
7. The district further agrees that any required curricula or assessments will be provided by the sending district.
8. Make nursing services available to students.
9. Offer Act #48 credits or other trainings to ACRP staff as available.

MUTUAL INDEMNITY CLAUSE:

ACRP and RSD agree to hold each other harmless and to indemnify each other from all claims, causes of action or litigation, including attorneys' fees and costs, as follows: (a) to the extent that any claim is asserted regarding the compliance or failure of a student's individualized education program to comply with the Individuals With Disabilities Education Act or Section 504 of the Rehabilitation Act or RSD fails to fulfill any term, covenant or condition of this agreement, RSD will hold harmless and indemnify ACRP from such claims; and (b) to the extent that any claim is asserted regarding the failure of ACRP to provide its services consistent with a student's IEP, any act or omission of ACRP causing injury to a student, any failure of ACRP to comply with applicable law or any term, covenant or condition of this agreement, ACRP will hold harmless and indemnify RSD from such claims. The indemnification obligation of RSD is subject to, and with full reservation of, any immunities and limitations of liability afforded to RSD under applicable federal and/or state law, including, but not limited to, the Pennsylvania Political Subdivision Tort Claims Act. This provision shall not obligate RSD to provide indemnity from any claim from which RSD is immune or of any damages exceeding any limitation of damages established by applicable law.

FORCE MAJEURE

No failure or delay in performance of this Agreement by either party shall be deemed to be a breach when such failure or delay is occasioned by or due to any acts of God, strikes, lockouts, wars, riots, epidemics or pandemics, explosions, sabotage, terrorists attacks, government ordered shutdowns, shutdown of District for over two (2) days due to unforeseeable mechanical breakdown, the binding order of any court or governmental authority or any other cause, whether of the kind enumerated above or otherwise, not within the control of the party claiming suspension; but, no cause or contingency shall relieve District or other contracting party of its obligation to make payment for services already performed or materials already delivered. In the event this Agreement is suspended due to a force majeure event as set forth herein, no payments shall be due until the event of force majeure has been terminated except for the payments set forth in the preceding sentence.

PROFESSIONAL LIABILITY INSURANCE

ACRP will provide proof of professional liability insurance naming the school district as an additional insured.

Term: Program services shall commence on August 26, 2026 and terminate on June 3, 2027 unless the school year is extended.

The agreement hereto shall inure to the benefit of the parties herein, their successors and assigns.

The Richland School District:

By: _____

Date: _____

Title: _____

The Alternative Community Resource Program, Inc.:

By: _____

Date: _____

Title: ACRP President/CEO