



ACRP's – Licensed Mental Health Therapy Services

2026-2027 SCHOOL 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. During the 2026-2027 School Year, ACRP shall provide an on-site Mental Health Therapist for students referred by the district or their designee. Such services shall be provided by scheduled or referred appointments/services on mutually agreed days and hours.
2. An intake can be conducted by a Mental Health Professional to determinate if therapy or other support services are the most appropriate course of treatment for students.
3. ACRP will provide Mental Health Therapy to individuals/students that are referred by the school and determined to be appropriate for mental health therapy services. ACRP will initiate contact with the student and/or parent/guardian as well as work closely with school staff.
4. Services will be provided to students by an ACRP Mental Health Therapist at the school site or via tele-therapy if possible for the duration of the 2026-2027 school year as determined by ACRP and school at review meetings -- at no cost to the district.
5. ACRP employees shall adhere to all school policies and standards.
6. ACRP employees will abide by all applicable State and Federal laws, rules and regulations regarding the provision of Mental Health services to students. ACRP staff will comply with all FERPA, HIPAA, clearances and confidentiality rules and regulations.
7. Individual / Mental Health Therapy services can be delivered to uninsured or underinsured students at \$75.00 per hour and group therapy at \$100.00 per hour as per written request from the district Superintendent or designees.
8. ACRP will be responsible for submitting invoices and other accompanying paperwork monthly. Invoices shall be paid within 30 days.
9. 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.

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.

ACRP's signature attests to the validity that all credentialing material, Child Abuse, State Police, and FBI Fingerprinting Clearances, as well as, Mandated Reporting Certification and related information are accurate and true to the best of their knowledge.

School District Superintendent

Date

Frank J. Janakovic, ACRP President/CEO

Date