

LETTER OF AGREEMENT

THIS AGREEMENT made and entered into by and **Impact Counseling Services, LLC**, a Pennsylvania corporation with its principal place of business located at 815 Rowena Drive, Ebensburg, PA 15931 herein referred to as **AGENCY**.

AND

Richland School District, with its principal place of business located at 1 Academic Avenue Suite 200, Johnstown, PA 15904 hereinafter referred to as **DISTRICT**.

WITNESSETH

WHEREAS, the AGENCY provides outpatient mental health services from a mental health therapist; and The AGENCY will provide designated services deemed necessary by the DISTRICT starting August 24, 2026 and ending the last student day.

AGENCY staff will follow the schedule below:
Monday through Thursday 8:20 am to 3:20 pm
Friday 8:00 am to 12:30 pm

Any additional hours deemed necessary by the DISTRICT will also be incorporated in the weekly schedule.
Room location for counseling services will be provided by the school.

Rate for services: Richland School District will pay Impact Counseling Services, LLC an amount of \$47.74 per hour, not to exceed \$59,000 for the period of August 24, 2026 until the last student day. Impact Counseling Services, LLC will bill Richland School District a minimum of 2x per month for services provided by their agency. Impact Counseling Services, LLC provides counseling to Richland School District students as further detailed within this letter of agreement. The annual fee will not exceed \$59,000. This revenue stream is grant funded and should this grant money cease, so will the services provided by Impact Counseling Services, LLC.

Impact Counseling Services, LLC will staff the Richland School District with a Bachelor's level clinician. This clinician may provide the following services to the Richland School District students:

Proposed Services Offered

*Performed by a Mental Health Professional (Bachelors degree in Sociology with a concentration in Human Services). This individual will also be doing her internship during these hours under the supervision of the Richland School Social Worker and Impact Counseling Staff. Within the School Day, additional hours may be approved by administrative staff in the event that a student need arises during the school day and extends beyond the aforementioned hours or in a crisis situation.

Individual Counseling:

*The referral base will be any student in which school personnel deems worthy of this service. Children can be seen for issues related to self-esteem, anxiety, depression, social issues, bullying, grief counseling, and other issues to promote emotional wellness.

Group Counseling (approximately 4-6 students):

* Students will be determined to have a common focus for mental health treatment. Groups can be tailored to student needs and related to topics such as social skills, anxiety, and overall wellness.

Lunch Bunches/Groups Crisis Intervention Services Behavioral Assessments, Referrals, and Classroom Observations

Mental Health Presentations for Students and Staff:

* Classroom and larger group presentations that promote mental health wellness for children. • Presentations can be tailored to the needs of the student population and can range from topics on self-care, self-esteem, explanation of mental health for children, feelings and emotional development, or social skills. • Presentations can be tailored to the needs of the staff and can range from topics on self-care, trauma-informed instruction, explanation of mental health for children, behavior management, etc.

WHEREAS, the DISTRICT provides referral services to individuals who may be in need of mental health services or provides services that may be beneficial to individual who are receiving AGENCY services; and

WHEREAS, both the AGENCY and the DISTRICT desire to ensure that the services provided to their current and potential clients are timely and well-coordinated; and

WHEREAS, specific school buildings within Richland School District shall be covered under this agreement through the DISTRICT and all AGENCY locations shall be covered under the terms of this Agreement; and

NOW THEREFORE, in consideration of the promises and the mutual covenants herein contained, it is understood and agreed upon as follows:

I. ROLES AND RESPONSIBILITIES OF BOTH PARTIES:

- A. When the DISTRICT believes that an individual meets the relevant admission criteria, the DISTRICT will supply information to the individual or the individual's guardian regarding services offered by the AGENCY.
- B. Provide, in a timely manner, the other party with the communication necessary to initiate referral, treatment and/or aftercare services.
- C. Discuss concerns and issues regarding the provision of services, as those concerns may arise.
- D. Release information regarding the individual only with the individual's written authorization, except as provided by laws.
- E. Implement this Agreement in accordance with all applicable federal and state laws, and accepted standards of professional practice.
- F. Refrain from publishing, disclosing or copying any confidential or proprietary information of the other party, without the other party's express prior written consent. This information could include, but is not limited to, information concerning any aspect of the business or operations, consumers, costs, prices, and treatment methods.

II. TERM AND TERMINATION

- A. This Agreement shall become effective upon execution by both parties and shall continue for the term of the 2026-2027 school year.
- B. Either party may terminate this Agreement, with or without cause, by giving the other party sixty (60) days prior written notice of its intention to terminate. Upon such notice, Impact Counseling Services, LLC will generate a final invoice for payment after all services are terminated by the them, the agency.
- C. This Agreement will terminate immediately in the event of loss of licensure by either party, insolvency or bankruptcy of either party, or cessation of operations or assignment of assets for the benefit of creditors by either party.

- D. If the District is no longer eligible to receive PCCD grant funds or should the Grant Funds end or run out, this Agreement will terminate on five (5) days written notice from the District to the Agency.

III. DISTRICT POLICIES AND PERSONNEL QUALIFICATIONS

AGENCY ensures it will require and maintain documentation verifying compliance with the following requirements for all staff having direct contact with District students:

1. Pennsylvania State Police Criminal Background Check
2. Pennsylvania Child Abuse History Clearance
3. (FBI) Federal Criminal History Record
4. Act 126 Training – Mandated Child Abuse Reporting
5. Bachelors degree in Sociology with a concentration in Human Services

AGENCY will provide documentation to the Richland School District Administration office at the execution of the contact.

IV. Force Majeure Clause:

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.

In addition, all (of the herein defined contract) staff working directly with children are required to undergo pre-employment history reviews in accordance with Act 168 of 2014 before being assigned to work in the District. Further, in accordance with the regulations, upon request the AGENCY will share employment history reviews with the District for any employee assigned to perform services in our District. Additionally, AGENCY must disclose known instances of employee's abuse or sexual misconduct to the District before assigning the employee to perform any services in our District. Lastly, the Contractor is not permitted to assign any employee with known instances of abuse or sexual misconduct to perform services in the District, over the District's objections.

Evidence of noncompliance will result in immediate termination of the agreement and potential legal action.

V. RELATIONSHIP OF THE PARTIES

This Agreement creates a relationship of independent contracting parties, and does not comprise either party as the employee, agent, contractor or employer of the other.

VI. INSURANCE

AGENCY agrees that it shall maintain in full force and effect, and at its sole expense, policies of general and professional liability insurance (including contractual liability coverage for this contract and personal injury coverage) with minimum separate limits of one million dollars (\$1,000,000) per occurrence, three million dollars (\$3,000,000) in the aggregate, to cover claims arising or resulting from the acts or omissions of such party, its employees or agents, in connection with this.

- A. AGENCY shall supply the other party with Certificates of Insurance evidencing such coverage and stating that such coverage will not be canceled or reduced without thirty (30) days prior written notice to the other party.
- B. AGENCY shall also maintain in full force and effect, at its sole expense, Worker's Compensation insurances as required by law.

VII. HOLD HARMLESS

Each party hereto agrees it shall indemnify and hold the other harmless from and against any and all claims, liabilities, damages, costs or expenses (including reasonable attorney's fees) arising or resulting in any manner from the acts of omissions of the indemnifying party, its officers, employees or agents, in connection with this Agreement.

VIII. NON-EXCLUSIVITY

This Agreement shall not be exclusive as to the DISTRICT or AGENCY. Both parties may market its services to the general public and/or enter into agreements with other DISTRICTs or AGENCIES.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement or have otherwise caused properly authorized corporate officials to so execute the same as of the day and year first above written all intending to be legally bound thereby.



Gina M. Smithbower, MA, CAADC
CEO
Impact Counseling Services, LLC

Arnold Nadonley
Superintendent
Richland School District