

LETTER OF AGREEMENT
Between
Holcomb Behavioral Health Systems
and
Penn Delco School District
Administration Building
2821 Concord Road
Aston, PA 19014

This letter of agreement ("Agreement") between Holcomb Behavioral Health Systems (hereinafter "Holcomb") and Penn Delco School District (hereinafter "District") is for the provision of intervention services, consultation/technical assistance, liaison, screenings and other appropriate agency services in support of the Student Assistance Program.

WHEREAS, the Pennsylvania General Assembly has through Act 211 of 1990 (Section 4(2)g) expressed its intent to provide appropriate counseling and support services to students who experience problems related to the use of drugs, alcohol or dangerous controlled substances; or mental health concerns; and

WHEREAS, the General Assembly has requested and received from the Secretary of Education, a plan requiring each school district to establish and maintain said counseling and support services for its students; and

WHEREAS, the effectiveness of the Student Assistance Program (hereinafter "SAP") is dependent on the cooperation and special services available through local provider agencies;

NOW THEREFORE, the parties intending to be legally bound hereby, and desiring to cooperate and to coordinate their resources on behalf of the efforts of the Student Assistance Program Core Team, (hereinafter "Core Team") the parties mutually agree to the following liaison arrangements and service provisions:

I. Consultation Services

Provided by a Master's level or equivalent SAP trained Liaison from Holcomb.

1. Consultation and technical assistance at SAP Core Team meetings and with SAP and school staff.
2. Availability of phone consultation services to the Core Team through Holcomb staff, including crisis assistance.
3. Provision of regularly scheduled maintenance sessions and coordination with team for scheduling expanded maintenance session for each team if requested.

II. Screening Referral Procedures

Core Team members or appropriate school personnel will contact the student's family, describe the screening process and have the student and family sign a consent for service/release form to Holcomb. Once signed, the Core Team member or designated school staff will arrange a screening appointment with the Holcomb SAP Liaison on one of the Liaison's regularly scheduled school days. The screening will be conducted and will include the student and his/her parent or legal guardian.

III. Screening Services

Screening services include:

1. An appointment for a screening offered as soon as possible following the referral.
2. A two-stage clinical interview including a psychosocial screening, as appropriate.

2. Holcomb agrees to maintain itself and for its agents, employees, and any other personnel rendering services under this Agreement provided hereunder, (a) general liability insurance (including coverage for acts of molestation, neglect and/or abuse; and (b) professional liability insurance, as it may be needed, and all other insurance required by law to provide services under this Agreement. All insurance policies shall be maintained with the companies licensed and authorized to do business in the Commonwealth of Pennsylvania and certificates of coverage shall be furnished to the District upon request.
3. Holcomb agrees to hold harmless the Penn Delco School District all claims, losses, damages, judgments, demands and/or liability to which the Penn Delco School District may become subject insofar as and to the extent that such losses, claims, damages and/or liabilities are based upon any alleged act or omission of Holcomb, its officers, agents and/or employees.
4. Integration/Amendment. This Agreement constitutes the entire agreement between the parties hereto respecting the subject matter hereof and supersedes any prior understanding or written or oral agreements between the parties respecting the subject matter contained herein. This Agreement may be amended only in writing signed by both parties hereto.
5. Governing Law. This Agreement shall be construed in accordance with and interpreted under the laws of the Commonwealth of Pennsylvania without reference to conflict of law principles and any lawsuit between the parties relating to this Agreement shall be venued in Delaware County, Pennsylvania.
6. Compliance with Federal, State and Local Law. Holcomb agrees and warrants that it will comply with all federal, state and local law relating to Holcomb's actions or performance of its obligations under this Agreement, including but not limited to any requirements regarding criminal history and/or child abuse clearances.
7. Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceable portion thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.
8. Counterparts. This Agreement may be executed in two (2) or more counterparts which, when taken together shall constitute one and the same Agreement.
9. Holcomb will ensure that current and prospective employees, contractors, and volunteers who are assigned to provide direct contact to students who are assigned to provide services under this Agreement possess and maintain all required clearances, including a valid FBI, PA Criminal Background, Act 168 report, and PA Child Abuse Clearance.
10. Except as the other party expressly authorizes in writing in advance, neither party shall solicit, offer work to, employ, or contract with, whether as a partner, employee or independent contractor, directly or indirectly, any of the other party's Personnel during their participation in the services or during the twelve (12) months thereafter. For purposes of this Section, Personnel includes any individual or company a party employs as a partner, employee or independent contractor and with which a party comes into direct contact in the course of the services.

Holcomb Behavioral Health Systems agrees to provide the above-described services 5 days per week, 7.5 hours per day (including 1/2 hour for lunch). On-site services begin on the scheduled day(s) of the week starting September 4, 2023 and ending on scheduled day(s) of the week ending June 14, 2024 in the schools of the Penn Delco School District. PLEASE NOTE: Hours for days where the school is closed, due to holiday or inclement weather, are not reimbursable in future services. Additional assessments over and above the contracted total must be pre-authorized in writing by the District Designated Liaison and can be purchased at the rate of \$350.00 per assessment, to be billed separately.

The Penn Delco School District agrees to pay Holcomb Behavioral Health Systems the sum of \$73,751.16 for these SAP Liaison services. Holcomb will submit invoices in September 2023 and January 2024 payable net 30 days. Please remit payment to Holcomb 467 Creamery Way, Exton, PA 19341. Should the District fail to remit payment to Holcomb by June 15, 2024, the District shall pay a late payment penalty of 1.5% on the amount then due Holcomb. Additionally, failure to pay as described could result in loss of services.

This contract is in effect from September 1, 2023 to June 26, 2024. However, the agreement may be terminated by either party upon issuance of sixty (60) days' notice.

Holcomb is a private non-profit corporation which provides Student Assistance Program services under contract with partial funding from The Delaware County Department of Human Services, Division of Drug and Alcohol.

The intent of this Agreement is to work mutually and cooperatively to help the student(s) who exhibits barriers to school success, and to prevent further problems from developing. The specific terms of the agreement are subject to modification by mutual agreement to accommodate school policy, unusual contingencies and unforeseen circumstances. We agree essentially to work vigorously and prudently to improve the overall health and well-being of students and, by doing so, positively contribute to student development.

Agreed upon and signed this day by:

Penn Delco School District

Signature

Title

Date

Contractual Contact

Name

Title

Address

Phone

Email

Fiscal Contact

Name

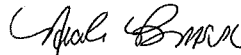
Title

Address

Phone

Email

Holcomb Behavioral Health Systems



Nicole Brown, MS, LPC

Chief Operating Officer

June 30, 2023
Date

Contractual Contact

Sharon Apostolico, CPS

Director, Prevention/Education Services

126 East Baltimore Avenue
Media, PA 19063

302-607-4802

Sharon.Apostolico@chimes.org

Fiscal Contact

Megan Spirito

Finance Director

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Exton, PA 19341

610-363-1488

Megan.Spirito@chimes.org