



The Lincoln Center
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(610) 277-3715

SERVICE AGREEMENT
Between
THE LINCOLN CENTER FOR FAMILY AND YOUTH
and
HATBORO-HORSHAM SCHOOL DISTRICT

THIS AGREEMENT made June 9, 2026 by and between **THE LINCOLN CENTER FOR FAMILY and YOUTH** (hereinafter referred to as "TLC") and the **HATBORO-HORSHAM SCHOOL DISTRICT** (hereinafter referred to as "HHSD")

WITNESSETH:

WHEREAS, TLC provides a School-Based Counseling service; and

WHEREAS, HHSD is desirous of obtaining the service described above and is agreeable to reimbursing TLC for the expense thereof;

NOW THEREFORE, the parties intending to be legally bound agree as follows:

1. TLC and HHSD agree to be responsible for providing those services and materials that apply to each party as described below.
2. TLC agrees to provide a total **three (3) full-time mental health counselors, one (1) full-time K–12 social worker, and one (1) Part-time Social Worker/ Counselor (0.2 FTE)** for the HHSD school year of 2026-2027 beginning in August of 2026 and ending in June of 2027. TLC staff will follow HHSD's school calendar and daily schedule, excepting those days and times reserved for TLC meetings, workshops and in-services.
3. TLC agrees to provide TLC's School-Based Counseling Services, which are broadly described below. Specific counseling components will be designed in coordination with HHSD personnel.
 - a. TLC School-Based Counseling services emphasize a trauma-informed, strengths-based and solution-oriented approach that fosters positive decision making and overall well-being. TLC counseling staff are trained in a variety of therapeutic modalities, including various CBT-oriented models. Counselors display competency with individuals and groups, meeting each unique need with the appropriate response and intervention.
 - b. School-Based Counselors cover a broad territory of clinical issues that effectively address ways in which youth can enrich their lives through improving emotional regulation, building and maintaining healthier relationships, and expanding coping strategies to effectively manage stress, anxiety, depression, grief and loss.
 - c. School-Based Counselors are certified in crisis prevention and intervention and are reassessed each year to ensure competency. The counselors are adept at crisis management and have expertise in managing risk assessments and referrals to community supports such as the county wide mobile team and Inpatient hospital settings.

4. HHSD agrees to provide:
 - a. Appropriate space within the school where services can be provided in a confidential/private manner.
 - b. Copies of all related policies that may affect the student’s conduct, expectations, and behaviors.
 - c. Access to the parent or guardian of the identified student in order to explain referral, gather information, and obtain permission to involve the student in counseling services.
 - d. A designated contact person within HHSD’s guidance or administrative departments to facilitate communication and provide on-site supervision.
5. HHSD agrees to reimburse TLC the sum of Three Hundred Fifty-Four Thousand dollars (\$354,000) for the 2026-2027 school year.
6. Payment for TLC services listed above are scheduled to be paid as follows:

09/01/2026	\$35,400.00
10/01/2026	\$35,400.00
11/01/2026	\$35,400.00
12/01/2026	\$35,400.00
01/01/2027	\$35,400.00
02/01/2027	\$35,400.00
03/01/2027	\$35,400.00
04/01/2027	\$35,400.00
05/01/2027	\$35,400.00
<u>06/01/2027</u>	<u>\$35,400.00</u>
TOTAL	\$354,000.00

7. As both TLC and HHSD have a vested interest in maintaining the quality and integrity of their respective programs, both parties agree to restrict their hiring of each other’s staff during the performance period of this contract, unless both parties agree to a mutually acceptable exchange of personnel or compensation prior to said hiring.
8. TLC agrees to indemnify and save HHSD (and its directors, officers, employees and agents) harmless from any liability, losses, damages, judgments, liens, expenses and costs sustained or incurred in connection with any claims, suits, actions or proceedings made or brought against any such party as a result of any negligent acts or omissions of TLC (or its directors, officers, employees and agents) in the performance of its and their obligations under this Agreement.
9. HHSD agrees to indemnify and save TLC (and its directors, officers, employees and agents) harmless from any liability, losses, damages, judgments, liens, expenses and costs sustained or incurred in connection with any claims, suits, actions or proceedings made or brought against any such party as a result of any negligent acts or omissions of the HHSD (or its directors, officers, employees and agents) in the performance of its and their obligations under this Agreement.
10. HHSD or TLC may terminate this Agreement prior to the expiration of the term (a) in the event of a material breach of this Agreement or a material breach of the duties and obligations of a party under this Agreement, which is not cured within sixty (60) days’ written notice thereof or (b) the mutual written consent of both parties.
11. TLC agrees that this Agreement may not be assigned by TLC or HHSD and that this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the HHSD.
12. *Qualifications.* TLC and its employees are qualified to perform the services to be furnished under this Agreement and are permitted by law to perform such services.

13. *Solicitation of Agreement.* TLC has not employed any person to solicit this Agreement and have not made and will not make any payment or any agreement for the payment of any commission, percentage, brokerage, contingent fee, or other compensation in connection with the procurement of the Agreement.
14. *Records.* TLC and its agents and employees understand that TLC and its employees will have access to certain student records and that “personally identifiable information” in those records is confidential and may not be disclosed without written consent of the parent or eligible student. TLC and its agents and employees understand that “personally identifiable information” as defined by the Family Education Rights and Privacy Act, 20 U.S.C. § 1232g, 34 C.F.R. Part 99 (“FERPA”), includes, without limitation, any information about a student maintained by HHSD, including any information that can be used to identify a student, such as student’s name, the name of the student’s parent or other family members, the address of the student or the student’s family, the student’s social security number, student number or biometric records, the student’s date or place of birth, the student’s mother’s maiden name, and any other personal information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community who does not have personal knowledge of the relevant circumstances to identify the student with reasonable certainty.

TLC and its agents and employees agree to comply with FERPA. Without limiting the foregoing, TLC, its agents and employees, agree to use the data and documents obtained, collected and created in the course of performing services under this Agreement or the personally identifiable information contained therein for no purpose other than to perform services under this Agreement for the student whose personally identifiable information is at issue. TLC and its agents and employees further agree not to share data or documents received during the course of performing services under this Agreement with any other person or entity. TLC and its agents and employees agree to maintain all data and documents and copies thereof, including any modifications or additions to the data or documents from any source that contains personally identifiable information of students, obtained in the course of performing services under this Agreement in a secure computer environment and not copy, reproduce or transmit data and documents obtained except as necessary to perform services under this Agreement. The ability to access or maintain data and documents shall not under any circumstances transfer from TLC and its agents and employees to any other institution or entity. TLC and its agents and employees agree not to disclose any data or documents obtained during the course of performing services under this Agreement in a manner that could identify an individual student to any other entity, and will not provide any data to any party ineligible to receive data protected by FERPA or prohibited from receiving data from any entity by virtue of a finding under Section 99.31(a)(6)(iii) of Title 34, Code of Federal Regulations.

TLC and its agents and employees agree to preserve the confidentiality of any and all student records that they view or have access to during the course of performing services under this Agreement into perpetuity. TLC and its agents and employees will refrain from including personally identifiable information in any form of communication with anyone outside of HHSD, whether via email, instant messaging, fax, written correspondence or oral conversation. When conversing with HHSD employees or administrators about any students, staff, or schools during my analysis, TLC and its agents and employees will take all precautions to protect the confidentiality of all personally identifiable information. TLC and its agents and employees also agree to refrain from including any personally identifiable information obtained in any written report, with the exception of personally identifiable information related to the named-student plaintiff.

TLC and its agents and employees further agree to destroy all data obtained when it is no longer needed for the purpose for which it was obtained and will not maintain data beyond the time period reasonably needed to perform services under this Agreement. All data and documents no longer needed shall be returned to HHSD or destroyed in compliance with 34 CFR Section 99.35(b)(2).

15. TLC certifies to HHSD that every TLC agent or employee that will perform services for HHSD under this Agreement has current Pennsylvania state and federal criminal history reports. TLC will provide the original criminal history

reports to HHSD and HHSD may retain a copy of the reports pursuant to the Pennsylvania School Code, 24 P.S. §1-111. Such criminal history reports shall be dated no earlier than one year prior to the date upon which they are presented to HHSD.

16. TLC certifies to HHSD that every TLC agent or employee that will perform services for HHSD under this Agreement has a current official child abuse clearance from the Pennsylvania Department of Public Welfare pursuant to the Child Protective Services Act, 23 Pa. C.S. §6355. Upon request from HHSD, TLC will provide the original clearances to HHSD and HHSD may retain a copy of the clearances pursuant to the Pennsylvania School Code, 24 P.S. §1-111. Such clearances shall be dated no earlier than one year prior to the date upon which they are presented to HHSD.
17. As a provider of contracted services, TLC shall notify the Superintendent any time that any of its agents or employees who are performing work on behalf of HHSD are either arrested or charged with a criminal offense. Such notice shall be provided in writing on form PDE-6004 and within seventy-two (72) hours of the arrest or conviction.
18. HHSD, at its sole discretion, shall have the right to elect to have all claims, disputes and other matters in question (collectively "Claims") between the parties arising out of, or relating to, this Agreement or the breach thereof decided by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. HHSD's election to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Any and all Claims that HHSD does not elect to arbitrate shall be subject to the exclusive jurisdiction of the Montgomery County Court of Common Pleas. In the adjudication or other disposition of any Claim arising under this Agreement and/or the services provided hereunder, whether through arbitration, court proceeding or otherwise, in addition to any other relief awarded, the prevailing party shall be awarded its reasonable attorneys' fees and costs incurred in connection with the Claim. For purposes of this paragraph, the term "costs" includes, without limitation, filing fees, arbitrator fees and expenses (if applicable), witness and subpoena fees, copying costs, messenger and delivery costs, transcript/stenographic costs and expert witness fees.

IN WITNESS WHEREOF, TLC and HHSD have executed this Agreement as of the date first above written.

THE LINCOLN CENTER

Name: GT Freeman, Ph.D.

Title: President & CEO

Signature: 

Date: June 9, 2026

HATBORO-HORSHAM SCHOOL DISTRICT

Name: _____

Title: _____

Signature: _____

Date: _____