

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES (hereinafter "Agreement") is made and entered into by and between THE DEVEREUX FOUNDATION d/b/a DEVEREUX ADVANCED BEHAVIORAL HEALTH (hereinafter "Devereux"), a non-profit corporation, for its DEVEREUX EDUCATIONAL STRATEGIES AND SOLUTIONS and HATBORO HORSHAM SCHOOL DISTRICT (hereinafter "Customer").

In consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties intending to be legally bound, agree as follows:

1. Term. This Agreement shall commence on September 1, 2026 and continue until June 30, 2027.
2. Termination. Either party may terminate this Contract upon ninety (90) days written notice to the other party. In the event of termination, Customer shall pay and Devereux shall provide services to the date of termination.
3. Duties of Devereux. Devereux shall provide consultation services as more fully described in Attachment A, Work Statement and Compensation Schedule (hereinafter "Attachment A"), which is attached hereto and incorporated herein.
4. Compensation. Customer will pay Devereux in accordance with the terms and conditions more fully described in Attachment A.
5. Independent Contractor. In performance of this work, duties and obligations, it is understood and agreed that Devereux is at all times acting and performing as an independent contractor. Customer shall have no ability nor shall exercise any control or direction over the methods by which Devereux, its officers, directors, employees and agents perform their work and functions. The Parties agree and understand that this Agreement in no way limits Devereux's ability to earn income from sources other than Customer.
6. Ownership of Certain Property.
 - a. Intellectual Property shall be owned by Corporation, subject to the license hereby granted to Customer.
 - b. Data. Customer shall be solely responsible for the accuracy of all data used in performance of Devereux's services.
7. Indemnification. Customer and Devereux as the case may be, shall defend, indemnify the other party for, and hold its officers, trustees, employees, volunteers, and other contractors harmless from and against any and all liability, claims, suits, losses, damages and expenses (including without limitation costs of suit and reasonable attorneys' fees) related to or arising out of either party's negligent acts or omissions, wrongful conduct, violation of any state regulation, or ordinance, and/or breach of this Agreement. It is the intent of this paragraph that Customer and Devereux each shall be

alone responsible for the legal consequences of their own acts and protect the other from such consequences.

8. Disclosure of Information. In providing services under this Agreement, Devereux may have access to Customer's confidential and proprietary information, relative to Customer or Customer's students. Devereux agrees to treat such information as confidential to the same extent that Devereux protects its own confidential information of a similar character.
9. Force Majeure. If the provision of consulting services provided herein is prevented or abandoned by reason of fire, storm, national emergency, labor dispute, strike, lockout, civil disturbance, explosion, inevitable accident, government actions, acts of God, or any reason not within the control of Devereux, Devereux shall not be liable in any way whatsoever for any expenditure or liability or loss, including consequential loss incurred by Customer.
10. Damages. Neither party shall be liable to the other for incidental, punitive, special, exemplary, indirect, or consequential damages, whether foreseeable or not, arising out of, or relating to this Agreement. In the event of a breach, the liability of Devereux shall be limited to the fees set forth in Attachment A.
11. Entire Agreement; Modification. This instrument contains the entire Agreement of the Parties. There are no promises, representations, inducements, understandings, or other agreements not expressly set forth in this Agreement (including any attachments). This instrument may not be changed orally but only by agreement in writing and executed by appropriate authorized representatives of each Party.
12. Severability. Any provision of this Agreement deemed void or unenforceable by law, shall be stricken, and all remaining provisions shall continue to be valid and binding. The Parties agree that in the event of a void or unenforceable provision, that such provision shall be replaced with enforceable language that expresses the original intentions of the stricken provision.
13. Assignment. This Agreement may not be assigned, in whole or in part, by Customer without the prior written consent of Devereux.
14. Authorized Representatives. The individuals executing this Agreement represent and warrant that they are duly authorized to execute and deliver this Agreement on behalf of their respective organizations.
15. Situs. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws principles. All disputes arising out of this Agreement shall be resolved exclusively in the Courts of the Commonwealth of Pennsylvania with venue in Montgomery County.
16. Notices. Any notice required under this Agreement shall be made by certified mail, return receipt requested, addressed as follows:

Corporation: Devereux Educational Strategies and Solutions
444 Devereux Drive
Villanova, PA 19085
ATTN: Dr. Laura E. Rutherford

With a copy to: Devereux Educational Strategies and Solutions
444 Devereux Drive
Villanova, PA 19085
ATTN: LEGAL DEPARTMENT

Customer: Hatboro-Horsham School District
227 Meetinghouse Road, Suite 100
Horsham, PA 19044
Attn: Director of Business Affairs

ACCORDINGLY, in consideration of the terms and conditions herein, and intending to be legally bound, the Parties duly executed this Agreement on the dates set forth below.

THE DEVEREUX FOUNDATION:

Laura Rutherford
Director, School-Based Services

Date

CUSTOMER:

By:
Bill Stone
Director of Business Affairs
School District of Hatboro-Horsham

Name: _____

Date: _____

ATTACHMENT A:**WORK STATEMENT & COMPENSATION SCHEDULE**

Assessment	Rate	Cost
Consulting Services across 37 weeks	\$120 / Hr. X 1,110 hours	\$133,200
Consulting Assistant Services as needed	\$60 / Hr	

Devereux will prepare and deliver via email, an invoice each month of the Agreement term. Payment in full for each invoice will be due no later than thirty (30) calendar days from the date of invoice. Each invoice will be emailed to: ap@hatboro-horsham.org

Customer Name: Bill Stone, Director of Business Affairs, School District of Hatboro-Horsham

The Total cost of services described in this Agreement will not exceed \$133,200.

Upon prior approval of Customer, additional services may be added to this Agreement. Additional services will be billed on an hourly basis at a rate of \$120 per hour.

Customer agrees and understands that the number of hours listed in each of the service categories outlined on the Compensation Schedule are estimates only. Where Devereux, in its sole professional judgement, determines that the precise number of hours listed above, is not pragmatic for producing the intended results, Devereux may re-allocate time from one service category to another. In no event, shall any reallocation of work hours cause Customer to be billed in excess of the Total Cost herein unless Customer approves additional services as provided herein.