



Behavior Interventions

Web: behaviorinterventions.org | Phone: 1-877-933-9932 | Email: info@behaviorinterventions.org

Professional Services Agreement

THIS PROFESSIONAL SERVICE AGREEMENT (this "Agreement")

is entered into for

July 1st, 2026 - June 30, 2027 (School Year)

by and between:

The School District of Jenkintown
West & Highland Avenues, Jenkintown, PA 19046
(hereinafter referred to as "Provider")

and

Behavior Interventions, Inc. (hereinafter referred to as "Consultant")
610 W Germantown Pike, Suite 400, Plymouth Meeting, PA 19462

The parties hereby agree to the following terms and conditions in connection with such services.

SERVICES

Consultant was organized to provide an array of services to support the development of children, adolescents, and adults while providing team members with training in the principles of Applied Behavior Analysis. These services may include but are not limited to the following:

o Functional Behavior Assessment: A comprehensive report to identify the function of challenging behaviors and limited skill sets. Through direct observation and interviews, an individualized plan is developed to teach appropriate replacement behaviors using positive approaches, thus decreasing challenging behaviors.

o Behavior Therapy: Treatment is provided to support the child's development during structured play-based learning activities. This behaviorally based program may occur in the home, school, and community. The intensity of the program is determined on the specific needs of the child.

o Behavior Consultation: Consultation is provided to teachers and other professionals and offered for a specific student, classroom, team, and/or school. Recommendations are developed to address areas of need and may be provided during consulting sessions and/or during team meetings. These recommendations incorporate a variety

of positive approaches including motivational strategies, curriculum modifications, proactive/reactive strategies, visual supports, and staff training.

o Program Supervision: This service provides training and support to direct service staff and other professionals. Ongoing supervision is provided to develop and facilitate the implementation of a student's individualized program in the classroom and/or home. Program modifications and recommendations are developed based on the child's progress in meeting program objectives.

o Training Workshop: Training can be presented on a range of topics. Some topic ideas are as follows: Understanding the Principles of ABA, Completing Functional Behavior Assessments, Developing Behavior Strategies in the Classroom, and Developing Inclusive Programming. Training can vary in length and be tailored to meet the needs of the audience.

STANDARDS

Services provided under this agreement are supervised by a Board Certified Behavior Analyst. As such, standards and procedures as established by Behavior Analyst Certification Board, Inc. will be followed.

COMPENSATION

The parties agree that the Consultant is compensated by Provider for services provided. The compensation rate is **\$1,476** (flat rate) for the Functional Behavior Assessment (FBA), **\$1,230** (flat rate) for the Verbal Behavior Milestones and Placement Program (VBMAPP), **\$738** (flat rate) for the Assessment of Functional Living Skills (AFLS), **\$738** (flat rate) for the Promoting Emergence of Advanced Knowledge (PEAK) assessment, **\$123** per hour for the Board Certified Behavior Analyst (BCBA), **\$87.13** per hour for the Assistant Behavior Analyst, **\$64.58** per hour for the Registered Behavior Technician (RBT), **\$41** per hour for the Personal Care Assistant (PCA). If any service(s) needs non-English language interpretation support, a surcharge of **\$61.50** per hour will be invoiced to the provider. Provider agrees to pay invoice within 30 days of invoice date. Shall any dispute arise regarding fees charged, the Provider must notify the Consultant in writing before the invoice due date.

CONFIDENTIALITY

Any information regarding students will remain confidential. The Consultant agrees to disclose confidential information only to those parties approved.

TERM

The Consultant shall begin services on 07/01/2026. Either party may terminate this Agreement by giving written notice. In the event of any such termination, the Consultant shall be compensated for services provided through the termination date.

WORK PRODUCT

The Provider shall have a perpetual, irrevocable, non-transferable, paid-up right and license to use and copy the written recommendations, teaching/behavior plans, training materials, reports, and goal/objectives for their internal use, within the Student's team.

CLIENT ACKNOWLEDGEMENT

It is the practice of the Consultant to serve multiple clients within classrooms, schools, and community groups,

including those with opposing interests. The Consultant is committed to maintaining the confidentiality of each client's information in all such situations.

INDEPENDENT CONTRACTOR

The parties agree that the Consultant is an independent contractor to the Provider and will not be deemed an employee of Provider for any purpose whatsoever. Without limiting the foregoing, all income taxes arising from or in connection with professional fees paid by the Provider to the Consultant for the services provided under this Agreement shall be borne by the Consultant.

LIABILITY

All services provided by the Consultant, when working with students, must be conducted with the Provider present and or such person(s) designated ("Caregiver") by the Provider. The Caregiver must be 18 years of age or older. The Consultant shall not be liable for Student, Parent, and/or Caregiver's behavior resulting in harm and/or property damage. Consultants shall maintain Professional Liability Insurance in accordance with state regulations.

SEVERABILITY

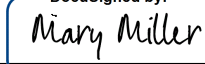
If any part(s) of this Agreement are found to be void, the remaining provisions of this Agreement shall be binding on all parties to this contract.

ORAL EVIDENCE

This Agreement constitutes the entire Agreement between the parties and supersedes all prior oral and written agreements between the parties with respect to the subject matter hereof. This Agreement may not be changed, waived, discharged, or terminated orally, except by a statement in writing signed by the party or parties with an acknowledgement of receipt of such writing.

AMENDMENT

Consultant shall obtain all current criminal history (state and federal) background checks and child abuse clearances as required by law in the Commonwealth of Pennsylvania, of all employees providing services pursuant to this Agreement. Consultant shall forward copies of all clearances to School District Director of Human Resources within ten (10) days of receipt, and at other times, upon the reasonable request of School District.

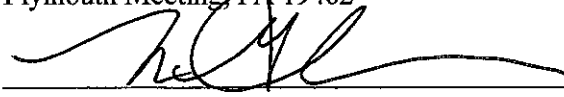
DocuSigned by:

 Mary Miller, Chief Operating Officer
 Behavior Interventions, Inc.
 610 W Germantown Pike, Suite 400
 Plymouth Meeting, PA 19462

6/29/2026

Date

Signature of Provider

Jenkintown School District
 West & Highland Avenues
 Jenkintown, PA 19046


 Date

ADDENDUM TO AGREEMENT WITH BEHAVIOR INTERVENTIONS, INC.

This Addendum amends and modifies the Professional Services Agreement ("Agreement") between the Behavior Interventions, Inc. ("Contractor") and the School District of Jenkintown (the "District") (collectively, the "Parties"), entered into on this same date, pursuant to which Contractor will provide certain services and the District will compensate Contractor based upon the stated hourly rate.

A. Confidentiality of Records

1. In the performance of their duties under this Agreement, Contractor, its employees and subcontractors will have access to certain District records, including, but not limited to, student records ("District Records").
2. Contractor acknowledges that in performance of their duties under this Agreement and in particular, when they have access to District Records, Contractor's employees and contractors are acting as agents of the District.
3. Contractor agrees not to copy, duplicate, retain or disclose any District Records or any information contained therein to anyone in any format, other than to a District administrator for purposes related to Contractor's duties for the District;
4. To the extent that Contractor has access to District Records, it will be under the direct control of the District.
5. Contractor agrees that it will indemnify, defend and hold the District harmless from any claim or loss, including, but not necessarily limited to any claim for damages or loss of funding, arising from Contractor's copying, duplication, retention or disclosure or alleged copying, duplication, retention or disclosure of any District Records or information contained in any District Records.

B. Termination for Convenience

The District may terminate this Agreement for convenience upon written notification to Contractor.

C. Claims and Insurance

1. Contractor shall maintain insurance of the types and with minimum limits deemed acceptable to the District. Required General Liability policies must name the District, its employees and administrators and the Board of School Directors as additional insureds and a certificate of insurance evidencing the required coverages, limits and provisions, stating that it will not be canceled without thirty (30) days advance notice to the District, must be provided. Such insurance shall include, a minimum, the following:
 - .1 Worker's or Workmen's Compensation Insurance, including: (a) Employer's Liability, in an amount not less than \$500,000 or such larger sum as may be required by the laws of the Commonwealth of Pennsylvania; and (b) All States endorsement;
 - .2 Commercial General Liability Insurance, including coverage for, among other things, claims for bodily injury, sickness, disease or death of any person or damage to any property, including loss of use resulting therefrom; in an amount

not less than \$1,000,000 combined limit. This coverage shall be on an "occurrence" basis.

- .3 Automobile Liability Insurance, including coverage for claims arising out of the ownership, maintenance or use of a motor vehicle, in an amount not less than \$1,000,000 combined limit.
 - .4 Professional Liability/Errors and Omissions Insurance, covering errors and omissions in professional services, in an amount not less than \$1,000,000 per claim and \$1,000,000 aggregate, with a deductible not exceeding \$50,000.
2. Contractor agrees to indemnify, defend and save harmless the District, its directors, officers, agents, servants and employees from and against any and all liability, loss, claims, actions, damages, demands and expenses (including, without limitation, legal fees of attorneys, investigators and experts) on account of injury to persons including death resulting therefrom and damage to property arising out of or relating to the negligence or willful misconduct of Contractor, its agents or employees.

D. Employee Background Checks and Clearances, Arrest Information, and Non-Discrimination

1. All employees, agents and subcontractors that Contractor assigns to perform services for the District under this Agreement must have current satisfactory Pennsylvania and federal criminal history reports and child abuse clearances, copies of which must be provided to the District in advance of the employee, agent, or subcontractor having any direct contact with children. For purposes of this Agreement, a "current" report or clearance is one that no older than sixty (60) months old at any point in time during the time that the individual will perform services under this Agreement. For purposes of this Agreement, a report or clearance is "satisfactory" at the sole discretion of the District. The District reserves the right to reject any employee or contractor based upon any documented conduct that the District deems unacceptable. The District may reject an employee or a contractor for conduct that would not disqualify the individual from being employed by any public or private school under Pennsylvania law.
2. Contractor shall notify the Superintendent any time that any of its agents, employees, or independent contractors who are performing work on behalf of the District 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.
3. Contractor agrees that in the performance of services under this Agreement, Contractor will not discriminate against students, employees, or other persons on the basis of race, color, familial status, religious creed, ancestry, age, sex, national origin, handicap, disability or use of guide or support animal.
4. As a provider of contracted services, Contractor certifies that prior to providing services under this Agreement, Contractor has performed the employment history review required by Act 168 of 2014 and will provide the District with access to such records upon request. If any affirmative response is provided to the abuse and sexual misconduct background questions, Contractor will notify the District in writing in advance of that individual's assignment to the District and if the District objects to the assignment, then Contractor may not assign the employee to the school entity.

Behavior Interventions, Inc.

School District of Jenkintown

DocuSigned by:

Mary Miller

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By: Mary Miller

Date: 6/29/2026

Michelle Glennon

By: [Signature]

Date: 6/26/2026