

Therapy Services Agreement

Kelly Pediatric Therapy™



Central Bucks School District
20 Welden Drive
Doylestown, PA 18901



Hello,

Thank you for collaborating with us for your therapy program! We are grateful that you are considering Kelly Pediatric Therapy to be your related services provider. Together, we hope to expand our collaborative reach and impact on students through proactive, inclusive practices.

We have expanded our services team to meet the needs of districts and programs with whom we work. In addition to expanding our recruiting and on-boarding team, we have also expanded our clinical support services team with the addition of our clinical experts in our Director of Behavioral Health and our Director of Related Services. These two roles will work in collaboration with our Clinical Directors and our providers to assure compliance and quality of service. They will in addition work with clinical directors and program directors to enhance and problem solve service-related issues, including ways to engage more providers, provide education supports and professional development training at the district and program level including the provider level.

Kelly Pediatric Therapy will continue to be transparent in our planning practices and work as a team member in partnership with the district and its programs to achieve the desired outcomes and meet the needs of the district and the children we serve.

We appreciate your shared enthusiasm for collaboration and look forward to future engagement with our respective teams. Enclosed please find our Therapy Services Agreement. Should you have questions about the contract and/or start-up process, or any of our offerings, please contact us at 610-941-7020. We look forward to working with you in the months ahead!

A handwritten signature in black ink, reading "Cheryl L. Haibach". The signature is written in a cursive, flowing style.

Cheryl Haibach
VP Practice Leader
Kelly Pediatric Therapy

Therapy Services Agreement

Thank you for the opportunity to help serve the needs of the children of your District/Program, **Central Bucks School District**, (herein referred to as “District/Program”). Please review the following Service Agreement.

Background:

- A. Kelly Pediatric Therapy (“KPT”), a division of Kelly Services, Inc. is engaged in the business of providing a range of pediatric therapy services to its own patients and to various other entities under contract with KPT. KPT fills these service needs by locating and providing Independent Contractors (not employees).
- B. The District/Program has identified a need for school-based therapy services and desires to use KPT for the fulfillment of that need.

Now, therefore, in consideration of the mutual covenants set forth herein and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged and intended to be legally bound, the parties agree as follows.

1. Service: Upon request, KPT will provide contracted therapists to the District/Program. These independent contracted therapists will render therapy services to the District/Program’s caseload. Documentation will be maintained on each student and will be included in his/her formal records. Schools will be responsible for acquiring appropriate prescriptions for these services. To ensure compliance, the District/Program will provide KPT with an accurate list of all students currently receiving therapy services, including grade, location, date of birth and current service levels. Prior to the start of the school year, the District/Program will provide KPT with a bi-monthly, cumulative report that identifies the final placement and levels of services as recorded in new, incoming student records.

Contracted therapists are to comply with the District/Program’s requirements pertaining to IEP software and web-based Medical Access record-keeping. It will be the responsibility of contracted therapists to document time entries for the purpose of invoicing and task related record-keeping exclusively in KPT’s web-based billing system. The District/Program will provide KPT’s therapists access to each student record on its online IEP system, if such software is being utilized, not later than the first day therapists are required to report to school. KPT will require Independent Contractor to maintain complete confidentiality as defined and required by District/Program with respect to its students, their education files, academic records, tests, evaluations and any and all other information related to and/or obtained pursuant to this Agreement. In addition, KPT will require Independent Contractor to comply with all federal and state laws regarding the confidentiality of student records, including but not limited to the provisions of FERPA.

Teletherapy services will be provided when authorized by the District/Program.

If the District/Program is dissatisfied with the professional services of the independent contractor provided by KPT, upon receipt of written notice, KPT will

provide a replacement contractor satisfactory to the District/Program.

2. Insurance/Miscellaneous: Since KPT will be providing services as an independent contractor to the District/Program, our contracted therapists must not be placed in a position of supervising any of the employees of the District/Program. Contracted therapists will be invited to participate in any induction programs made available to staff and other contracted workers of the District/Program. Participation in induction program(s) by contracted therapists will not be billable time. All contracted therapists will have proof of licensure in the District/Program's state and carry liability insurance for malpractice. Independent Contractors' professional liability insurance coverage reflects a minimum of one million per incident or at such higher amount as it is required by law. KPT maintains professional liability insurance with limits of one million per each claim, three million aggregate. General liability policy is maintained at two million per occurrence, four million general aggregate. This information will be held on file at KPT and will be provided prior to KPT's commencement of services to the District/Program.

KPT will obtain the following documents from Independent Contractors and provide true and correct copies to the District/Program prior to the commencement of services.

- Mandatory state criminal background check
- State-imposed criminal record screening
- State-mandated criminal history verification
- Compulsory state criminal background investigation
- State-enforced criminal background assessment
- Any additional District/Program required background checks
- KPT required background checks

District/Program has disclosed to KPT all screening requirements that District/Program would use for the Independent Contractor positions covered by this Agreement if the District/Program were utilizing such Independent Contractors directly.

If during the time period of the Independent Contractor's assignment with the District/Program, the Independent Contractor has an arrest or conviction that is required to be reported by law the Independent Contractor, likewise, is contractually obligated to report the arrest or conviction in writing to KPT and the District/Program within 72 hours. Failure to report an arrest or conviction will result in immediate termination of the Independent Contractor's Agreement.

If the Independent Contractor violates any applicable law, such action may constitute a breach resulting in the District/Program's request that the Independent Contractor be immediately removed as a service provider and KPT shall promptly comply with the District/Program's request.

KPT may assign this agreement without the written consent of the District. In such case the assigned party shall be liable to the District for KPT's obligations hereunder.

3. Non-Solicitation: The District/Program understands and agrees that it will not engage, employ or offer to engage/employ or enter any form of service relationship or independent contractor relationship, directly or indirectly, with any independent contractor provided by KPT to perform services for the District/Program until such independent contractor has been engaged to perform services for the District for a twelve (12) month engagement with KPT. In addition, District/Program agrees not to solicit, directly or indirectly, the services of independent contractor for the purpose of engaging such independent contractor to perform services on behalf of a competitor of KPT or any third party for at least twelve months after the termination of this Agreement.
4. Fee: Please see the following page for your customized hourly rates and fee structure. Please note that KPT has listed all disciplines and rates that are available to your District/Program. Signing this contract with all disciplines and rates does not mean the District/Program is committing to using all of KPT' services for the school year. All disciplines and rates are reserved and available should additional services be required. KPT is pleased to offer you the following rate schedule. Rates listed are hourly rates, unless otherwise specified. Upon approval of these rates for this multi-year option, please authorize this contract to be in effect **September 21, 2026**, through **June 30, 2027**, by signing below.

Discipline	26-27 School Year
Behavior-BCBA	\$99.00
Behavior-BCBA Special Rate	\$114.00
BCaBA	\$87.00
Behavior-LBSC	\$79.00
Behavior-RBT	\$60.00
Behavior Tech	\$45.00

Upon prior written notice, KPT may adjust pricing:

- (a) To reflect the impact of inflation upon our costs by an amount not to exceed the year over year change in the Consumer Price Index for the preceding twelve (12 months); or
- (b) Where applicable, if any law, regulation and/or policy is enacted that is applicable to either KPT or District that requires an increase and/or additional compensation and/or benefits, KPT may change the pricing for the current school year(s) in this Agreement. The pricing in this Agreement shall be adjusted to reflect the actual cost increase to KPT reasonably calculated on a direct or pro rata basis; or
- (c) For changes in sales, use or gross receipts taxes; or
- (d) For changes in (a) the District's requirements (e.g., requisition, billing and invoicing processes; the introduction of third-party software systems and processes), (b) service levels, or (c) service delivery method; or

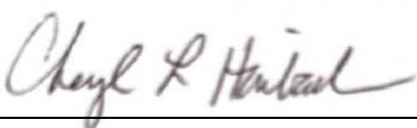
(e) If market conditions dictate that KPT must pay a higher wage in order to attract Independent Contractors.

5. Indemnification: Each Party shall at all times indemnify and save the other Party harmless against and from all losses, liability, expense, and other detriments of every nature and description to which the indemnified Party may be subjected by reason of any act or omission of the indemnifying Party of its subcontractors, consultants, agents, officers, directors, and employees where such loss, liability, expense or other detriment arises out of or in connection with the performance of the work, including, but not limited to, personal injury (including death) and loss or damage to District/Program property of the indemnified Party or others. This indemnity shall not extend to any claims, damages, losses, and expense which are due to act of gross negligence of the indemnified Party.
6. Term: This agreement for services shall remain in effect through the time that the District/Program designates with an (X) below. Notwithstanding the foregoing, either party may, upon delivery of not less than 60 days prior written notice to the other party, terminate this Agreement if the other party defaults in the performance of the contract which breach remains uncured for 30 days after written notice thereof. Upon such termination, all unpaid amounts shall be due and payable in full. In the absence of formal written notice of termination by either party or the absence of a renewal contract at the end of the contract period, this contract will remain in force for a period of up to three months after the term of the contract as long as KPT continues to provide the services outlined in this contract. If the terms of this agreement meet your program's approval, please have the appropriate authority execute the original. We ask that you return the fully executed original to KPT and retain a copy for your records.

KPT is offering the outlined rate schedule with additional renewal options which ensure modest, fixed rate increases for subsequent school years. Please signify the desired term(s) with an X on the line provided.

☐ 2026-2027 School Year

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto affix their signatures below.



Kelly Services, Inc.

9/15/2026

Date

Central Bucks School District

Date