

PHYSICAL THERAPY AGREEMENT

Northern York County School District (hereby referred to as "School District"), 149 South Baltimore Street, Dillsburg, PA, 17019 and TherAbilities, Inc. (hereby referred to as "TherAbilities"), 4210 Linglestown Road, Harrisburg, PA 17112 hereby agree to the following:

TherAbilities agrees to provide school based physical therapy services to School District for the school year 2016-2017. The terms of this agreement are for **120 hours** at the rate of **\$84.00** per hour. School District will be notified no later than August 12, 2016 should TherAbilities be unable to retain qualified physical therapy personnel so that both parties may determine how to proceed. School year physical therapy services will not continue past **June 9, 2017**. After this time, procedures for summer billing and/or non-routine services go into effect as outlined below.

TherAbilities agrees to furnish qualified and licensed physical therapy personnel to the School District. The therapy personnel will maintain all clearances required to practice in Pennsylvania schools. TherAbilities will maintain malpractice insurance with minimum limits of \$1,000,000/occurrence and \$3,000,000 aggregate. Documentation of licensure and clearance copies will be made available to School District upon request. TherAbilities will provide physical therapy personnel to School District who are not employees of the School District and as such are in no way entitled to be covered by terms and conditions of any collective bargaining agreement, other employment agreement, benefits, or coverage under School District worker's and unemployment compensation. Should school district hire its own physical therapy personnel at any time during the 2016-17 school year, School District agrees to fulfill this agreement with TherAbilities in full. School district also agrees that it will not attempt to hire any TherAbilities' staff members for at least 18 months after the end of this agreement or any subsequent agreement.

School district personnel agree to coordinate physical therapy services in accordance with federal and state regulations governing educational services. Physical therapy services shall be delivered to students in accordance with federal and state regulations governing educational services. The physical therapy services shall include evaluations, consultation, documentation, and direct student therapeutic services. Student specific equipment shall be the financial responsibility of School District. Team meetings will be attended as the therapy personnel's schedule permits. Attendance at TherAbilities department meetings are included in this agreement. Documentation will be provided to School District for distribution according to district procedures.

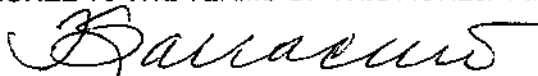
Additional routine physical therapy service time during the calendar school year can be provided at the mutual consent of both parties, providing that physical therapy personnel are available to deliver such services. Non-routine physical therapy may include services for non-public, private, alternate, preschool/transition, extended school year (ESY), home-bound students, high priority cases, and/or representation at mediation or legal proceedings. These non-routine therapy services can be scheduled with the mutual consent of both School District and TherAbilities. Non-routine hours will be billed on a periodic basis at the rate of **\$92.00** per hour along with any necessary and reasonable travel reimbursement.

The School District agrees to pay TherAbilities a total of **\$10,080.00** for the 120 hours of Physical Therapy Services provided during the school year as outlined in this agreement. Payment will be due in six (6) scheduled installments on or before the dates listed below with a late payment charge of two percent being applied for any delinquent balances outstanding beyond 30 days of the due dates. TherAbilities will refund the School District for any remaining balance from unused services, if any, by June 30, 2017.

| | | |
|---------------------|---------|------------|
| 1. August 1, 2016 | 17% | \$1,713.00 |
| 2. October 1, 2016 | 17% | \$1,713.00 |
| 3. December 1, 2016 | 17% | \$1,713.00 |
| 4. February 1, 2017 | 17% | \$1,713.00 |
| 5. April 1, 2017 | 17% | \$1,713.00 |
| 6. June 1, 2017 | Balance | \$1,515.00 |

The terms of this agreement will remain in effect during the 2016-2017 school year. This agreement may be amended by written agreement and mutual consent of both parties. This agreement and all disputes in regards to its interpretation shall be governed by Pennsylvania Law. This is the entire agreement between the parties.

BY SIGNING THIS DOCUMENT, BOTH PARTIES ACKNOWLEDGE THAT THEY HAVE READ, UNDERSTAND, AND AGREE TO THE TERMS OF THIS AGREEMENT:



TherAbilities Representative

School District Representative

Date 2-5-16

Date _____