**INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**
(Education Code sections 56365, 56366, et seq.) (Page 1 of 2)

NAME OF LOCAL EDUCATION AGENCY: San Leandro Unified School District
NAME OF NONPUBLIC SCHOOL/AGENCY: Progressus Therapy, LLC
PUPIL NAME: _____ SEX: ☐ M ☐ F
(Last) (First) (Middle)

PUPIL I.D./S.S. #: --- BIRTHDATE: 12/29/08 GRADE: _____
RESIDENTIAL SETTING: ☒ HOME ☐ FOSTER ☐ LCI LCI PHONE # various

PARENT/GUARDIAN: _____ PHONE: () (Residence) () (Business)
PUPIL'S ADDRESS: _____ CITY: San Leandro STATE: CA ZIP: 94577

NON-EDUCATIONAL PLACING AGENCY: (If applicable) _____

## CONTRACT TERMS

1. The pupil's teacher/service provider will hold the following credential/license: _____ (Generic description, i.e., LH Credential).
2. The class size for the pupil will not exceed _____ and/or the therapist/pupil ratio will not exceed 1:1/group .
3. The length of the instructional program will be consistent with the Master Contract unless otherwise specified.
4. Authorized educational services as specified in the IEP shall be provided by the CONTRACTOR under other provisions up to the amount specified.
5. Method for complying with statewide standardized assessment requirements: _____
6. Other provisions (attachments as necessary). _____

**A. BASIC EDUCATION PROGRAM** (Applies to Nonpublic schools only)

Number of Days _____ x Per Diem $ _____ = Total Basic Education Costs (**A**) $ _____
(Include extended school year days as appropriate to the pupil's IEP)

**B. DESIGNATED INSTRUCTION AND SERVICES OR RELATED SERVICES**

| | SERVICE PROVIDER | | | TOTAL MINUTES HRLY/ PER WEEK/OR SESSION | COST PER SESSION | | | | | ANNUAL MAX TOTAL COST FOR CONTRACT PERIOD |
|---|---|---|---|---|---|---|---|---|---|---|
| | LEA | NPS/A | OTHER | | DLY | WKLY | HRLY | GROUP | # OF WKS | |
| 1. OT | | | | | | | | | | |
| 2. Speech - Inclusive | | | | | | | | | | |
| 3. Transport. | | | | | | | | | | |
| 4. Counseling | | | | | | | | | | |
| 5. PT evaluation&IEP | | X | | Up to 8 hours | | | $88 | | | $704.00 |
| 6. | | | | | | | | | | |
| 7. | | | | | | | | | | |
| | | | | | | | | | | |

MAXIMUM TOTAL RELATED SERVICES COST (**B**) $ 704.00
MAXIMUM TOTAL BASIC EDUCATION AND RELATED SERVICES COST (**A** + **B**) $ _____
MAXIMUM PER DIEM FOR BASIC EDUCATION AND RELATED SERVICES $ 704.00

**INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**
(Education Code sections 56365, 56366, et seq.) (Page 2 of 2)

PUPIL NAME: _____
(Last) (First) (Middle)

All terms and conditions of the current Master Contract for Nonpublic, Nonsectarian School/Agency Service (NPS/NPA), hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated herein by reference. The Contractor will implement the Individualized Education Program (IEP) in accordance with this Agreement and the Master Contractor, and will request an IEP review prior to any change in the service program. Invoices shall be submitted based on actual service provided and attendance standards addressed in the Master Contract.

The parties hereto have executed this contract by and through their duly authorized agents or representatives. This contract is effective on 11/15/2011 and terminates at 5:00 p.m. on 6/30/2012 unless sooner terminated as provided herein.

| -CONTRACTOR- | | -LOCAL EDUCATIONAL AGENCY- | |
|---|---|---|---|
| (Authorized Signature) | (Date) | (Authorized Signature) | (Date) |
| Karen Combs | | | |
| (Type or Print Name) | (Date) | (Type or Print Name) | (Date) |
| Progressus Therapy, LLC | | San Leandro Unified School District | |
| (Name of NPS/NPA) | | (Name of District, SELPA, County Office) | |
| 2701 N. Rocky Point Dr. Ste 650 | | 14735 Juniper St. | |
| (Mailing Address) | | (Mailing Address) | |
| Tampa, FL 33607 | | San Leandro, CA 94566 | |
| (City/State/Zip Code) | | (City/State/Zip Code) | |

**INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**
(Education Code sections 56365, 56366, et seq.) (Page 1 of 2)

NAME OF LOCAL EDUCATION AGENCY: San Leandro Unified School District
NAME OF NONPUBLIC SCHOOL/AGENCY: Progressus Therapy, LLC
PUPIL NAME: _____ SEX: ☐ M ☐ F
(Last) (First) (Middle)

PUPIL I.D./S.S. #: --- BIRTHDATE: 08/23/06 GRADE: _____
RESIDENTIAL SETTING: ☒ HOME ☐ FOSTER ☐ LCI LCI PHONE # various
PARENT/GUARDIAN: _____ PHONE: () (Residence) () (Business)
PUPIL'S ADDRESS: _____ CITY: San Leandro STATE: CA ZIP: 94577
NON-EDUCATIONAL PLACING AGENCY: (If applicable) _____

## CONTRACT TERMS

1. The pupil's teacher/service provider will hold the following credential/license: _____ (Generic description, i.e., LH Credential).
2. The class size for the pupil will not exceed _____ and/or the therapist/pupil ratio will not exceed 1:1/group .
3. The length of the instructional program will be consistent with the Master Contract unless otherwise specified.
4. Authorized educational services as specified in the IEP shall be provided by the CONTRACTOR under other provisions up to the amount specified.
5. Method for complying with statewide standardized assessment requirements: _____
6. Other provisions (attachments as necessary). _____

**A. BASIC EDUCATION PROGRAM** (Applies to Nonpublic schools only)

Number of Days _____ x Per Diem $ _____ = Total Basic Education Costs (**A**) $ _____
(Include extended school year days as appropriate to the pupil's IEP)

**B. DESIGNATED INSTRUCTION AND SERVICES OR RELATED SERVICES**

| | Service Provider | | | Total Minutes Hrly/ Per Week/or Session | Cost Per Session | | | | | Annual Max Total Cost For Contract Period |
|---|---|---|---|---|---|---|---|---|---|---|
| | LEA | NPS/A | OTHER | | DLY | WKLY | HRLY | GROUP | # of Wks | |
| 1. OT | | | | | | | | | | |
| 2. Speech - Inclusive | | | | | | | | | | |
| 3. Transport. | | | | | | | | | | |
| 4. Counseling | | | | | | | | | | |
| 5. PT consultation | | X | | 10 hr/yr consultation | | | $88 | | | $880.00 |
| 6. | | | | | | | | | | |
| 7. | | | | | | | | | | |
| | | | | | | | | | | |

MAXIMUM TOTAL RELATED SERVICES COST (**B**) $ 880.00
MAXIMUM TOTAL BASIC EDUCATION AND RELATED SERVICES COST (**A + B**) $ _____
MAXIMUM PER DIEM FOR BASIC EDUCATION AND RELATED SERVICES $ 880.00

**INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**

(Education Code sections 56365, 56366, et seq.) (Page 2 of 2)

PUPIL NAME: _____
(Last) (First) (Middle)

All terms and conditions of the current Master Contract for Nonpublic, Nonsectarian School/Agency Service (NPS/NPA), hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated herein by reference. The Contractor will implement the Individualized Education Program (IEP) in accordance with this Agreement and the Master Contractor, and will request an IEP review prior to any change in the service program. Invoices shall be submitted based on actual service provided and attendance standards addressed in the Master Contract.

The parties hereto have executed this contract by and through their duly authorized agents or representatives. This contract is effective on 07/01/2011 and terminates at 5:00 p.m. on 6/30/2012 unless sooner terminated as provided herein.

| -CONTRACTOR- | | -LOCAL EDUCATIONAL AGENCY- | |
|---|---|---|---|
| (Authorized Signature) | (Date) | (Authorized Signature) | (Date) |
| Karen Combs | | | |
| (Type or Print Name) | (Date) | (Type or Print Name) | (Date) |
| Progressus Therapy, LLC | | San Leandro Unified School District | |
| (Name of NPS/NPA) | | (Name of District, SELPA, County Office) | |
| 2701 N. Rocky Point Dr. Ste 650 | | 14735 Juniper St. | |
| (Mailing Address) | | (Mailing Address) | |
| Tampa, FL 33607 | | San Leandro, CA 94566 | |
| (City/State/Zip Code) | | (City/State/Zip Code) | |

**PROGRESSUS THERAPY, LLC**
**AND**
**SAN LEANDRO UNIFIED SCHOOL DISTRICT**
**AGREEMENT FOR THERAPY SERVICES**

This AGREEMENT FOR THERAPY SERVICES together with Addenda and Exhibits (collectively, the "Agreement") is made and entered into this 1st day of July 2011 ("Effective Date"), by and between **Progressus Therapy, LLC** ("Progressus"), a Delaware limited liability company, having its principal place of business at 2701 North Rocky Point Drive, Suite 650, Tampa FL 33607 and **San Leandro Unified School District** ("Client"), having its principal place of business at 14735 Juniper Street, San Leandro, CA 94566.

WHEREAS Progressus is in the business of providing personnel, including professionals and assistants (collectively referred to herein as "Therapist") to perform physical therapy, occupational therapy, speech-language therapy, and psychology ("Therapy Services"); and

WHEREAS Client is in need of Therapy Services;

WHEREAS Client desires to engage Progressus to provide Therapy Services under the terms and conditions contained herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Term

The term of this Agreement, unless otherwise terminated pursuant to the terms of this Agreement, shall be for the period beginning on the Effective Date until June 30, 2012 ("Renewal Date"). Thereafter, the Agreement shall automatically renew for successive one-year periods unless notice of non-renewal is provided by one party to the other no later than forty-five (45) days prior to the Renewal Date.

2. Requests for Therapy Services

Progressus will use its best efforts to supply Client with Therapists for the hours and times requested by Client. Progressus will confirm placement of a Therapist with a "Contractor Assignment Confirmation." The form of the Contractor Assignment Confirmation is attached as Addendum "A." Once signed by Client, the Contractor Assignment Confirmation will become a part of this Agreement. Nothing contained herein will guarantee that Progressus will be able to fill any particular request of Client for Therapists. Further, nothing contained herein will guarantee that a Therapist, once assigned to Client, will be able to complete the assignment. If a Therapist is unable to complete an assignment for any reason, Progressus' sole obligation is to use its best efforts to procure a replacement Therapist for Client. Client hereby releases and relieves Progressus from all liability in connection with its failure to provide a Therapist when requested by Client or to replace a Therapist who has begun an assignment.

3. Therapist Assignments and Rates

A. Therapist Assignments

(i) Client will provide Therapists with work assignments consistent with Client's standard workday and calendar, 8 hours per day ("Standard Workday").

(ii) Client will provide Therapists with orientation, training and professional development days. These will be billed as Standard Workdays.

B. Therapist Rates

(i) Hourly Rate

The Hourly Rate is applicable to services that have been requested by Client and commences upon Therapist's arrival at a facility, able and available for work, whether or not a student is actually present.

Hourly Rates for Therapists are:

| | |
|---|---|
| $74.00 | Speech-Language Pathologist, CCC-SLP or CF-SLP |
| $68.00 | Occupational Therapist, OTR |
| $88.00 | Physical Therapist, PT |

(ii) Overtime Rate

The Overtime Rate is one hundred fifty percent (150%) of the Hourly Rate and is applicable when a Therapist works more than forty (40) hours per week, or eight (8) hours per day in California. Overtime worked by Therapists will be pre-approved and submitted in writing by Client.

(iii) Holiday Rate

The Holiday Rate is one hundred fifty percent (150%) of the Hourly Rate and is applicable when a Therapist works on any of the following holidays (or observed holidays): New Year's Day, Martin Luther King Day, Memorial Day, July 4th, Labor Day, Thanksgiving or Christmas.

(iv) Mileage Reimbursement

Therapists assigned to Client will be reimbursed mileage for travel between Client's assigned facilities, training and professional development ("Mileage Reimbursement"). Mileage Reimbursement will be reimbursed at the federally approved mileage reimbursement rates (currently $.51) and will be adjusted as necessary to maintain consistency with the federally approved rate.

4. Therapists

A. Licensure

All Therapists provided to Client pursuant to this Agreement shall be qualified to perform the services requested and will be certified and/or licensed during the term hereof to perform the applicable therapy services in the state in which Client requests a Therapist to perform services.

B. Screening of Therapists

Subject to the limitations of applicable federal, state and local laws and regulations, Progressus will conduct the following screenings, tests, and background checks for all Therapists provided to Client pursuant to this Agreement: freedom from communicable diseases; including Tuberculosis; lack of criminal record including sexual offender and predator; and acceptable professional references.

C. Employees and Subcontractors

All Therapists provided to Client pursuant to this Agreement are employees or subcontractors of Progressus and Progressus is solely responsible for the wages or fees, benefits (if any), and tax withholding (if any) of the Therapists. Progressus reserves the right to terminate, discipline, or reassign Therapists if such action is warranted in its sole discretion. In the event Client is dissatisfied with the services of a particular Therapist, Client's sole remedy is to notify Progressus of its dissatisfaction. If Progressus is unable to cure Client's dissatisfaction within a reasonable amount of time, Progressus will provide Client with another Therapist if available.

D. Health and Safety Training

Progressus will provide Therapists all training necessary to comply with the Occupational Safety and Health Administration's (OSHA) blood borne pathogens standard. Client agrees to provide Therapists with site specific information required by OSHA standards, including but not limited to availability of protective equipment and site procedures.

E. Health Insurance Portability and Accountability Act ("HIPAA") Compliance

Progressus and all Therapists providing therapy services to Client pursuant to this Agreement will comply with HIPAA and regulations promulgated thereunder in regard to the disclosure of "Protected Health Information", as defined therein.

F. Family Educational Rights and Privacy Act ("FERPA") Compliance

Progressus and all Therapists providing therapy services to Client pursuant to this Agreement will comply with FERPA and regulations promulgated thereunder in regard to the disclosure of Student Education Records as defined therein.

5. Client's Obligations

A. Facility

To the extent Client provides the facility in which Therapist performs services and such facility is not a private personal residence, such facility will be well lit, climate controlled, and free from recognized hazards. Client warrants and represents that the facility in which Therapist will perform services complies with all federal, state, and local health and safety codes, laws and regulations, and with all federal, state, and local laws governing reasonable accommodations for disabled individuals. Client will provide adequate or designated space for Therapist to perform Therapy Service and a designated storage area for Therapist to store student records. Client will also provide free parking and restroom facilities for use by Therapist.

B. Designation of Liaison

Client will designate a representative of Client to serve as a Liaison between Client and Therapist on all operational matters, including, but not limited to, use of facilities, implementation of applicable state and federal guidelines for services, scheduling, attendance record keeping, progress reports, therapy notes, in-service meetings, consultations, and reporting of time. Client may change the designation from time to time by providing notice to Progressus as addressed below.

C. Client's Procedures

Client will provide instruction, orientation and professional development days for Therapists assigned to work in its facility. Therapists will be fully integrated in Client's program and will be instructed as to its documentation, administrative, and therapy services procedures. Therapists will comply with all instructions given by Client. Client will notify Progressus and Therapist of all documentation/record-keeping procedures.

D. Equipment

Client will provide Therapist with all equipment reasonably necessary for Therapist to perform mandated services hereunder, including without limitation, office supplies, access to therapy equipment, assessment tests and therapy materials, and technology required to implement and document services. If Client has an automated and/or mandated documentation method, requiring access to an Intranet and/or a proprietary Student/Patient Information Management System, the Client must identify an assigned computer to the Therapist, and provide training and grant full access to implement that method.

6. Billing and Invoicing

A. Billing Rates

The billing rates for each Therapist assigned to Client are specified in Paragraph 3 of this agreement, or in the Contractor Assignment Confirmation, which may govern any particular therapist assignment. To the extent there is a conflict between rates set forth in Paragraph 3, and rates set forth in a Contractor Assignment Confirmation, the Contractor Assignment Confirmation will govern. Progressus may adjust any or all rates to become effective after the expiration of the initial term by providing forty-five (45) days notice to Client.

B. Invoicing

Progressus will send periodic (monthly, semi-monthly or weekly) invoices to Client, at Client's email address as indicated below. Progressus invoices are based on time cards completed by Therapists. Payment is due in full upon receipt in accordance with instructions on the invoice. If any payment is not paid within thirty (30) days of the due date, unpaid balances will be assessed interest charges of 1.5% per month [18 percent (18%) per annum]. The ability to invoice based on approval of the contract will not be unreasonably withheld. Additional information may be contained in Addendum B.

C. Payment

Progressus anticipates prompt remittance of amounts due. The preferred method of payment is through the Automated Clearing House Processing System ("ACH") upon conditions of invoice – related banking information is:

| | |
|---|---|
| Bank Name: | SunTrust Bank |
| Routing/ABA # | 061000104 |
| Account # | 1000062044895 |
| Account Name | Progressus Therapy |

Alternatively, checks may be mailed to the lockbox account at Progressus Therapy LLC, P.O. Box 791327, Baltimore, MD 21279-1327.

D. Contact Information

The Client hereby designates a financial liaison to be contacted in the event of billing, payment or other questions regarding the financial matters of this Agreement as follows:

| | |
|---|---|
| Contact Name: | David Poeschl, Director |
| Address: | 14735 Juniper Street, San Leandro, CA 94566 |
| Phone: | 510-667-3500 |
| Email: | dpoeschl@slusd.us |

Inquiries of the Client to Progressus should be directed to the Accounts Receivable Representative at 443-320-1020.

7. Insurance

A. Provided by Progressus

Progressus shall maintain the following insurance coverage during the term of this Agreement:

(i) Professional Liability Coverage with limits of no less than $1,000,000 per occurrence and $3,000,000 in the aggregate;

(ii) Worker's Compensation Insurance including occupational disease coverage in accordance with all state and federal requirements.

B. Provided by Client

Client shall maintain the following insurance coverage during the term of this Agreement:

Comprehensive General Liability with bodily injury and property damage with combined single limits of not less than $1,000,000 per occurrence and $3,000,000 in the aggregate, naming Progressus as an additional insured.

Upon request, the parties agree to provide each other with insurance certificates evidencing the requisite insurance coverage, which contains a provision that the coverage afforded under the policies will not be cancelled without thirty (30) days written notice.

8. Indemnification

The parties hereto agree to indemnify, defend and hold harmless, each other and their respective parents, subsidiaries and affiliates, directors, officers, agents, servants and employees, from and against any and all claims, demands, causes of action, proceedings, losses, damages, fines, penalties, liabilities, judgments, orders, costs and expenses including, without limitation, reasonable attorney's fees and legal costs, sustained or incurred by or asserted against the party seeking indemnification by reason of, arising from, or in any way attributable to the duties, responsibilities or obligations of the other party under and during the term of this Agreement; any negligence, wrongful act, intentional act, or omission of or by the other party, their agents, servants, employees, officers, representatives or subcontracts, provided that this indemnification shall not apply to the sole negligence or wrongful act of the party seeking indemnification, their agents, servants, employees, officers, representatives, subcontractors and related entities. The aforesaid indemnification shall survive termination of this Agreement.

9. Termination of Agreement

Either party may terminate this Agreement upon forty-five (45) days written notice to the other party. In the event Client terminates the Agreement, Client will be responsible to pay for the following:

A. All services performed by Therapists through the effective date of termination; and
B. All expenses incurred by Progressus in placing a Therapist with Client, including without limitation nonrefundable security deposits, prepaid rent, transportation costs, utility deposits and the like.

Progressus may terminate the Agreement immediately upon notice to Client if;

C. Client fails to pay any invoice within forty-five (45) days of its due date; or

D. Any petition is filed or proceeding is commenced by or against Client for adjudication as a bankrupt or insolvent entity under federal bankruptcy law or any other bankruptcy and insolvency act; or a proceeding for reorganization is filed by or instituted against Client; or Client makes an assignment for the benefit of creditors; or a proceeding is filed or instituted for the appointment of a receiver for Client.

10. Non-Solicitation

During the term of this Agreement and for a period of twelve (12) months thereafter (the "Non-Solicitation Period"), Client agrees not to, either directly or indirectly through a third party, hire, attempt to hire, contract with independently, or solicit for employment a Therapist who was referred to Client by Progressus, whether Client accepted placement of the Therapist, interviewed the Therapist or reviewed the Therapist's resume or background information. Client acknowledges that this Non-Solicitation provision is reasonable and necessary for the protection of Progressus' valid business interests, and that failure to comply with the Non-Solicitation provision will cause immediate and irreparable injury to Progressus, for which injury there is no adequate remedy at law. In the event of the actual or threatened breach of this Non-Solicitation provision by Client, Progressus shall be entitled to immediate injunction by a court of competent jurisdiction to prevent and restrain such breach, and Progressus shall be entitled to recover its costs, including reasonable attorneys fees and expenses in addition to any other legal or equitable relief to which it may be entitled. This paragraph shall survive termination of the Agreement.

11. Confidentiality

Client and Progressus agree to keep the terms of this Agreement confidential and not to disclose the terms to any third party, including without limitation employees of Progressus provided, however, that this paragraph shall not apply if such disclosure is required by law or court order. Client agrees to inform all persons, whether employees, contractors, or agents of Client, with knowledge of the terms of the agreement of the confidentiality provisions contained herein.

12. Notice

Any notice required to be given hereunder shall be in writing and shall be either hand delivered, mailed via certified mail, or mailed via a nationally recognized overnight courier to the addresses set forth below.

A. **PROGRESSUS THERAPY, LLC**
Progressus Therapy, LLC
2701 North Rocky Point Drive Suite 650
Tampa FL 33607
(813) 549-5834
Attention: Summer Johnson, Director of Client Partnerships

B. **CLIENT**
San Leandro Unified School District
14735 Juniper Street
San Leandro, CA 94566
510-667-3500
dpoeschl@slusd.us

Notices are effective upon mailing or delivery to overnight courier service, as the case may be.

13. Assignment

A. By Client

This Agreement may not be assigned by Client without the express written consent of Progressus, which consent will not be unreasonably withheld.

B. By Progressus

This Agreement may be assigned by Progressus to Progressus' successor or to any affiliate of Progressus and their respective successors.

14. Addenda and Exhibits

All addenda and exhibits, if any, referred to in or attached to this Agreement are and shall be deemed to be an integral part of this Agreement as if fully set forth herein.

15. Entire Agreement

This Agreement, together with all addenda and exhibits attached hereto, constitute the entire agreement between the parties hereto and supersedes all prior oral and written negotiations and agreements. This Agreement may only be modified in a writing signed by all parties hereto.

16. Waiver and Severability

No delay or omission by either party to enforce or exercise any right, remedy of power under this Agreement shall be construed as a waiver of such right, remedy or power. A waiver by either party of any breach or default under the terms of this Agreement shall not constitute a waiver of any subsequent breach or default. In the event any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

17. Jurisdiction and Applicable Law

This Agreement is deemed to have been made in the State of Florida, County of Hillsborough, and shall be interpreted in accordance with Florida law, without regard to its conflict of law principles. The parties agree that all litigation arising out of this Agreement must be brought in Florida state court in Hillsborough County, sitting in Tampa, Florida, or in the United States District Court for the Middle District of Florida, sitting in Tampa, Florida, and that the court will have personal jurisdiction over the parties, and that the venue of the action shall be appropriate to and exclusive in such court.

18. Binding Agreement

This Agreement shall inure to the benefit of, and be binding upon the parties' respective successors and assigns.

19. Attorneys' Fees and Costs

In the event of litigation arising out of this Agreement, the prevailing party in such litigation shall be entitled to payment of its reasonable attorneys' fees and costs from the other party.

20. Cumulative Remedies

No right or remedy herein conferred or reserved in this Agreement is exclusive of any right or remedy provided or permitted at law or in equity, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise, and may be enforced concurrently therewith or from time to time.

**[Remainder of page intentionally left blank.**
**Signature pages follow.]**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and date first written above.

**PROGRESSUS THERAPY, LLC**

By: _____
Summer Johnson, Director of Client Partnerships

Date: 1/17/12

**SAN LEANDRO UNIFIED SCHOOL DISTRICT**

By: _____

Print Name: David Poeschl

Title: Director, Special Services

Date: 1/10/12

ADDENDUM A

## CONTRACTOR ASSIGNMENT CONFIRMATION

This Contractor Assignment Confirmation is issued pursuant to an Agreement for Therapy Services between **Progressus Therapy, LLC** ("Progressus") and **San Leandro Unified School District** ("Client") effective July 1, 2011 (the "Agreement") and is governed by the terms of the Agreement.

**Assignment Information**

| | | | |
|---|---|---|---|
| Therapist: | | Discipline: | |
| Report to: | | Facility: | |
| Assignment Start Date: | | Assignment End Date: | |
| Hours Per Day: | | Days Per Week: | |
| Bill Rate: | | **Rate Per Hour** | |
| Mileage Reimbursement: | $0.51 | *Mileage reimbursement rate remains consistent with the Federally approved rate. | |
| Notes: | | | |

**Billing Information**

| | | | |
|---|---|---|---|
| Name of billing contact: | | Phone number: | |
| Email address: | | Fax number: | |
| Address (including city, state, zip) | | | |

**PROGRESSUS THERAPY, LLC**

| | |
|---|---|
| By: | |
| Print Name: | |
| Title: | |
| Date: | |

**SAN LEANDRO UNIFIED SCHOOL DISTRICT**

| | |
|---|---|
| By: | |
| Print Name: | |
| Title: | |
| Date: | |