

AGREEMENT

THIS AGREEMENT made on 1st day of April 2011, in Akron, Ohio, by and between PRN THERAPY SERVICES, INC., hereinafter referred to as "PRN" and NORTON CITY SCHOOLS, hereinafter referred to as SCHOOL.

WHEREAS, SCHOOL is in need of licensed physical and occupational therapists and/or assistants;

WHEREAS, PRN has available therapy services and is willing to make such services available for students of SCHOOL who qualify for said services.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth herein, the parties to this Agreement do mutually agree as follows:

SERVICES PROVIDED BY PRN

Subject to the terms and conditions set forth herein, PRN shall provide the following services to students of SCHOOL in accordance with the student's IEP and as authorized by the student's physician when mandated by state therapy practice act laws:

1. PRN agrees to provide licensed therapists and therapy assistants, as needed, Monday through Friday (except holidays), subject to the availability of such therapists as determined by PRN.
2. Said therapists shall hold and maintain a current and valid Ohio license, and when required, a teaching certificate from the State of Ohio Department of Education.
3. PRN shall maintain or cause the therapist to maintain complete and adequate liability coverage including, but not limited to, coverage for any acts of negligence or professional malpractice rendered by PRN staff as a representative of SCHOOL. PRN shall furnish to SCHOOL a certificate of insurance within 30 days of the date of this Agreement.
4. Therapy services rendered upon the request of SCHOOL shall include, but not be limited, to assessments/evaluations, treatment, consultation, documentation, parent/teacher instruction, inservice education, team staffings, and IEP meetings.
5. When therapy services are rendered by a therapist and a therapy assistant, it is understood that collaboration time is necessary and will be billed accordingly.
6. PRN therapists shall communicate directly with the SCHOOL DIRECTOR OF SPECIAL EDUCATION regarding school policies and procedures, scheduling, equipment needs, and any other provisions necessary to carry out the terms of the Agreement. If questions arise regarding interpretation of Ohio Model Policy and Procedures for the Education of Children with Disabilities that impact service delivery, PRN reserves the right to consult with appropriate legal counsel and/or the Ohio Division of Special Education. PRN further reserves the right to deliver services in accordance with said recommendations upon mutual agreement with SCHOOL.

SERVICES PROVIDED BY SCHOOL

Subject to the terms and conditions herein, SCHOOL shall provide the following:

1. Timely information regarding scheduling, treatments, and any other information necessary to carry out the terms of the Agreement.
2. A suitable area for treatment that is accessible, private, ventilated, well lit, and large enough to accommodate therapy activities.
3. Equipment and supplies necessary to carry out the therapy programs of the students. SCHOOL shall be responsible for arranging for payment of said equipment and supplies.

COMPENSATION

SCHOOL will be billed monthly by PRN. SCHOOL shall pay PRN on or before the 15th of the month following the receipt of PRN's invoice. Such payments shall be on an hourly basis in accordance with "Exhibit A" hereto. The fee schedule set forth in "Exhibit A" may be modified only upon the written consent of PRN and SCHOOL. Failure to make said payments shall constitute grounds for PRN to refuse to provide further services.

INDEMNIFICATION

PRN shall not be liable under any agreements or obligations of SCHOOL, except as otherwise provided pursuant to this Agreement, or for any act or omission of SCHOOL or SCHOOL's officers, employees or agents. SCHOOL will be responsible for any and all liability, claims, causes of action, losses, damages, costs and expenses that are caused by or arise out of any omission, fault, negligence, malpractice or other misconduct by SCHOOL, its officers, employees, independent contractors or volunteers, in connection with this Agreement.

SCHOOL shall not be liable under any agreements or obligations of PRN, except as otherwise provided and pursuant to this Agreement, or for any act or omission of PRN or PRN's officers, employees or agents. PRN will be responsible for any and all liability, claims, causes of action, losses, damages, costs and expenses that are caused by or arise out of any omission, fault, negligence, malpractice or other misconduct by PRN, its officers, employees, independent contractors or volunteers, in connection with this Agreement.

RELATIONSHIP BETWEEN THE PARTIES

1. Nothing in this Agreement is intended to, or shall be construed to, create a partnership or joint venture between the parties, the employees or agents of either. Neither party shall have the authority to bind the other in any respect, it being intended that each shall remain an independent contractor solely responsible for its own actions. No employee or agent of one party hereto shall be considered an employee or agent of the other party hereto.

2. It is the intention of both PRN and SCHOOL that no employment relationship between SCHOOL and the PRN licensed therapist be created since the PRN therapist is a representative of PRN and shall receive all of his or her compensation for services rendered from PRN. The supervision and control of the work performed by the PRN licensed therapist pursuant to this Agreement will be the responsibility of PRN since said licensed therapist is a representative of PRN. However, to be in compliance with state therapy practice act laws, the clinical supervision of licensed therapy assistants will remain the responsibility of the supervising therapist, regardless of their place of employment.
3. SCHOOL shall not solicit nor offer employment, by contract or otherwise, to any PRN professional rendering services to SCHOOL for a period of one (1) year following termination of this Agreement without the express written consent of PRN. In the event that PRN grants written consent, SCHOOL agrees to pay PRN the sum of Five Thousand Dollars (\$5,000.00) or fifty percent (50%) of the PRN professionals' gross wages or salary during said professionals' first year of employment, whichever is greater.

ASSIGNMENT

Neither party shall assign or delegate their respective rights and obligations under this Agreement unless that party obtains prior written authorization from the other party, which consent may not be unreasonably withheld.

ACCEPTANCE OF AGREEMENT

Acceptance of this Agreement of Authorization is evidence of SCHOOL's intent to comply with Title VI and Title VII of the 1964 Civil Rights Act and subsequent amendments, which prohibits discrimination because of race, sex, national origin, age, color or handicap in any facet of SCHOOL operation, except where such discrimination is a bona fide, documented business necessity.

CONSTRUCTION AND INTERPRETATION

This Agreement shall be construed and interpreted in conformity with the laws and regulation of the State of Ohio.

INTEGRATION OF AGREEMENT

This instrument constitutes the sole Agreement on the terms herein between the parties, and no statements, promises or modifications made by either party or agent of either party that is not contained in this written Agreement shall be valid or binding; and this Agreement may not be enlarged, modified or altered except in writing signed by the parties and endorsed hereon.

TERM AND TERMINATION

This Agreement shall be in effect from August 18, 2011 to August 17, 2012. Either party may terminate this Agreement with or without cause by giving the other party thirty (30) days advance written notice by certified mail. All amounts due to PRN shall be paid to PRN upon termination of the contract.

ASSIGNMENT OF AGREEMENT

THIS ASSIGNMENT OF AGREEMENT ("Assignment") is executed by **PRN THERAPY SERVICES, INC.**, an Ohio Corporation of Tallmadge, Ohio ("Assignor") to, and in favor of **PRN Therapy Acquisition Company, LLC.** ("Assignee"), and its successors and assigns, and the undersigned does hereby consent to this Assignment.

WHEREAS, Assignor and the undersigned School entered into an agreement in which Assignor agreed to provide services to the School pursuant to terms and conditions contained in the agreement, and true and complete copy of which is attached hereto as Exhibit A (the "Agreement");

WHEREAS, Assignor desires to assign and convey to Assignee all of Assignor's rights and obligations under the Agreement to Assignee, and School does hereby consents to such assignment.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby absolutely and unconditionally GRANT, CONVEY, ASSIGN, TRANSFER AND SET OVER unto the Assignee, and School does hereby consent to the assignment of Assignor's rights and obligations under the Agreement to Assignee, and Assignee does hereby assume the duties of Assignor from and after the date of this Assignment.

Assignor and School hereby represent to Assignee that the attached Agreement is in full force and affect, and neither Assignor nor School are in default of any provisions of the Agreement as of the date hereof.

The terms, provisions and representations contained herein shall inure to the benefit of, and be binding upon, the Assignee, and its representatives, successors and assigns.

IN WITNESS WHEREOF, the Assignor has executed this Assignment on the 25th day of August 2011.

SIGNED AND ACKNOWLEDGED
IN THE PRESENCE OF:

ASSIGNOR:
PRN THERAPY SERVICES, INC.

Beth Sugerman
Witness

Witness

By: Patti Hash, President
Patti Hash, President

ASSIGNEE:
PRN THERAPY ACQUISITION COMPANY, LLC.

Beth Sugerman
Witness

Witness

By: Troy McClowry
Troy McClowry, Managing Member

SCHOOL:
Print Name:

Witness

Witness

By: _____
(print name and title)

EXHIBIT A

For the period of August 18, 2011 through August 17, 2012 SCHOOL agrees to pay PRN for all professional services rendered and travel time between buildings according to the following schedule of fees:

| | |
|----------------------------------|----------------|
| PHYSICAL THERAPIST | \$67.80 / hour |
| PHYSICAL THERAPIST ASSISTANT | \$46.20 / hour |
| OCCUPATIONAL THERAPIST CERTIFIED | \$67.80 / hour |
| OCCUPATIONAL THERAPIST ASSISTANT | \$46.20 / hour |

PRN THERAPY SERVICES, INC.

By: Patti Hash 3-30-11
Patti Hash, President and Owner Date

NORTON CITY SCHOOLS

By: [Signature] 4-18-11
Date