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**SPEECH CONNECTIONS, LLC  
AGREEMENT FOR THERAPY SERVICES**

This AGREEMENT is made and entered into this 11th day of May, 2010 (“Effective Date”), by and between Speech Connections, LLC (“Speech Connections”) and Tahoma School District (“Client”).

WHEREAS Speech Connections is in the business of providing professionals (“Therapist”) to perform speech language pathology (“Therapy Services”); and

WHEREAS Client is in need of Therapy Services; and

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

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein the parties agree as follows:

1. **Term**

The term of this Agreement, unless otherwise terminated pursuant to this Agreement, shall be for one year beginning on the Effective 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 thirty days prior to the end of the term then pending.

2. **Requests for Therapy Services**

Speech Connections will use its best efforts to supply Client with Therapists as Client may request. Speech Connections will confirm placement of a Therapist with a Contractor Assignment Confirmation (“Confirmation”) in substantially the same form as the attached Exhibit “A”. Once signed by Client, the Confirmation will become a part of this Agreement. Nothing contained herein will guarantee that Speech Connections 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, Speech Connections’ sole obligation is to use its best efforts to procure a replacement Therapist for Client. Client hereby releases and relieves Speech Connections 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.

P.O. Box 7847  
Covington, WA 98042  
Phone: 253.638.0321  
Fax: 253.638.1990

E-mail: [speechconnections@hotmail.com](mailto:speechconnections@hotmail.com)

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3. **Speech Connections' Obligations**

A. Licensure

All Therapists provided pursuant to this agreement will be qualified and licensed to perform the services requested in the state of Washington.

B. Screening

As allowed by law, Speech Connections will screen, test, and check the background of all Therapists provided pursuant to this Agreement for: freedom from Tuberculosis; lack of criminal record including sexual offender and predator; and acceptable professional references.

C. Employee Status

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

D. Therapists' Duties

Speech Connections will make sure that each Therapist does the following:

- (i) Provide Therapy Services to Client within Client's facilities at times mutually agreed upon by Speech Connections and Client.
- (ii) Provide screening, assessment, diagnostic services, intervention, consultation, and therapy services in accordance with state and federal law.
- (iii) Comply with Client's policies and procedures as provided to the Therapist by Client pursuant to section 4C below.
- (iv) Write reports and Individual Education Plans (IEP) and maintain records regarding student progress data, intervention records, and copies of required notices and forms.

- (v) Provide Therapy Services up to 32 hours per week (.8 FTE) except during Client's vacation periods. If Extended School Year (ESY) services are needed, the Therapist may agree to provide those services. Additional hours of service must be approved in advance by Client.

4. **Client's Obligations**

A. Facility

To the extent Client provides the facility in which Therapist performs services, 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 laws applicable to Therapist's services.

B. 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, student scheduling, attendance record keeping, progress reports, therapy notes, in-service meetings, and consultations.

C. Policies and Procedures

Client will instruct Therapists assigned to work in Client's facilities as to Client's policies and procedures.

D. Equipment

Client will provide Therapist with all equipment reasonably necessary for Therapist to perform services hereunder, including without limitation office supplies, therapy tools, assessment tools, and computer access.

5. **Billing and Payment**

A. Billing Rates

The billing rates for each Therapist assigned to Client are \$68.00 per hour, unless otherwise specified in the Confirmation, which may govern any particular therapist assignment.

(i) Hourly Rate

The Hourly Rate is applicable for every hour, or fraction thereof, that services have been provided by Therapist following execution of a Confirmation.

(ii) Mileage

Whenever applicable Therapists will be reimbursed for mileage at the rate of fifty and a half cents (\$0.505) per mile.

Speech Connections 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

Speech Connections will send monthly invoices to Client 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 its due date, unpaid balances will bear interest in the amount of eighteen percent (18%) per annum. Upon request, Speech Connections will provide Client with a record of services performed upon which an invoice is based.

6. Insurance

A. Provided by Speech Connections

During the term of this Agreement Speech Connections shall maintain Professional Liability Coverage with limits of no less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate

B. Provided by Client

During the term of this Agreement Client shall maintain 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 Speech Connections as an additional insured.

C. Certificates

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.

7. Termination of Agreement and Confirmation

Except as otherwise provided herein, either party may terminate this Agreement and/or a Confirmation upon forty-five (45) days written notice to the other party as set forth in paragraph 10. Speech Connections may

terminate the Agreement or a Confirmation immediately upon written notice to Client if Client fails to pay any invoice within forty-five (45) days of its due date as set forth in paragraph 10. Termination of the Agreement by either party will also terminate any Confirmation in effect on the effective date of termination of the Agreement. In the event Client terminates a Confirmation, 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 Speech Connections not covered by payments through the date of termination.

9. **Confidentiality**

Client and Speech Connections agree to keep the terms of this Agreement confidential and not to disclose the terms to any third party, including without limitation employees of Speech Connections 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.

10. **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 as follows:

- A. SPEECH CONNECTIONS: P.O. Box 7847  
Covington, WA 98042  
(360) 886-0418
- B. CLIENT: Tahoma School District  
Contact: Annette Whittlesey, Dir. of Special Services  
25720 Maple Valley-Black Diamond Road SE  
Maple Valley, WA 98038  
(425) 413-3466

Notices are effective upon mailing or delivery to overnight courier service.

11. **Exhibits**

All exhibits referred to in and attached to this Agreement are part of this Agreement as if fully set forth herein.

12. **Entire Agreement**

This Agreement constitutes 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.

13. **Waiver and Severability**

No delay or omission by either party to enforce or exercise any right, remedy or 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.

14. **Jurisdiction and Applicable Law**

The laws of the State of Washington shall govern this Agreement.

15. **Nondiscrimination**

Speech Connections will comply with all state and federal laws, guidelines and/or regulations. Therefore, all applicants seeking employment opportunities will be considered and will not be discriminated against on the basis of race, creed, religion, color, national origin, age, sex, marital status, or non-job related physical, sensory, or mental disabilities, except insofar as such bases are valid occupational qualifications.

16. **Binding Agreement**

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

17. **Attorney's Fees and Costs**

Any claim by either party will be subject to mandatory mediation, unless waived by both parties in writing. The costs of mediation shall be equally shared. In the event mediation fails, the parties shall engage in binding arbitration by an agreed upon third party arbitrator, which decision shall be binding on the parties without further right to appeal. The parties shall cooperate in good faith in choosing a mediator and/or arbitrator. If a mediator or arbitrator cannot be mutually agreed upon, one shall be chosen by a King County Superior Court judge.

18. **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.

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

SPEECH CONNECTIONS, LLC:

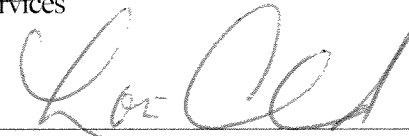
By: Sarah Skagen, Member



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CLIENT: Tahoma School District:

*Lori Cloud, Director of Finance*  
By: ~~Annette Whittlesey~~, Director of Special Services



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**EXHIBIT "A"**

**RATE SCHEDULE**

This rate schedule is issued pursuant to an Agreement for Therapy Services between Speech Connections, LLC and Tahoma School District (Client) effective May 11, 2010 (the "Agreement") and is governed by the terms of the Agreement.

<b><u>Category</u></b>	<b><u>Regular Hours</u></b>
Speech Language Pathologist	\$68.00/per hour

**EXHIBIT "B"**

**CONTRACTOR ASSIGNMENT CONFIRMATION**

Pursuant to the Agreement for Therapy Services between Speech Connections, LLC and Tahoma School District, dated May 11, 2010, the parties thereto confirm the following placement of a Therapist as described therein:

Therapist: Mona Best, M.A., CCC-SLP

School(s): Lake Wilderness Elementary, 0.8 FTE  
Grades K-2

Additional SLP support will be offered if the workload (number of significantly impacted students on the caseload) becomes inequitable

Start Date: Approximately August 31<sup>th</sup>, 2010

End Date: June 16, 2011 (snow make-up days to be added if necessary)

SPEECH CONNECTIONS, LLC:

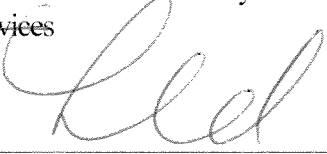
CLIENT: Tahoma School District

By: Sarah Skagen, Member

*Lori Cloud* Finance  
By: ~~Annette Whittlesey~~ Director of Special  
~~Services~~



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