



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

This AGREEMENT is made and entered into this 30th day of July, 2009 ("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

- (v) Provide Therapy Services up to 40 hours per week 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.

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.

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:

CLIENT: Tahoma School District:

By: Sarah Skagen, Member

By: Annette Whittlesey, Director of Special Services

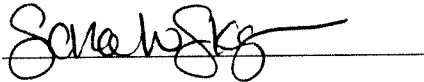
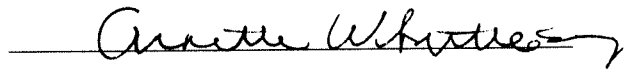
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EXHIBIT "B"

CONTRACTOR ASSIGNMENT CONFIRMATION

Pursuant to the Agreement for Therapy Services between Speech Connections, LLC and Tahoma School District, dated July 30, 2009, the parties thereto confirm the following placement of a Therapist as described therein:

Therapist: Elbereth Lorenz, M.S.-SLP (CCC certification anticipated 8/09)

School(s): Cedar River Middle School. .2 FTE

Shadow Lake Elementary School or Lake Wilderness Elementary School, .8 FTE

Start Date: August 24th, 2009

End Date: June 16, 2010 (snow make-up days to be added if necessary)

SPEECH CONNECTIONS, LLC:

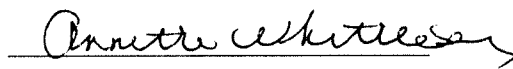
CLIENT: Tahoma School District

By: Sarah Skagen, Member

By: Annette Whittlesey Director of Special Services



A handwritten signature in cursive script, appearing to read "Sarah Skagen", written over a horizontal line.



A handwritten signature in cursive script, appearing to read "Annette Whittlesey", written over a horizontal line.