



Louisiana Speech, Language and Learning
Center, LLC
37093 White Road
Prairieville, LA 70769
(225)281-4614 phone
(225) 673-8081 fax
LaSpeechCenter@live.com

THErapy SERVICES AGREEMENT

This services agreement ("Agreement") is made effective as of August 15, 2014 between Louisiana Speech, Language and Learning Center, LLC ("LA Speech Center"), located at 37093 White Road, Prairieville, LA 70769, and **Milestone Academy**("School District"), located at **2012 Jefferson Highway, Jefferson, LA 70121**

1. Provider agrees to:
 - a. Provide Professional, Contracted School-Based Speech Therapy Services at the following rates:
 - i. Speech/Language Screenings.
 - ii. Speech/Language Evaluations and Diagnostic Reports.
 - iii. Speech/Language Therapy Services at.
 - iv. Speech/Language IEPs.
 - b. Prepare and submit quarterly progress reports as requested by school district.
 - c. Provide a copy of any records required by the State of Louisiana or requested by the school district prior to serving School District students including, but not limited to: Background checks, Proof of current applicable certification/licensure, Proof of active professional and/or automobile liability insurance policies, and a completed Form W-9.
 - d. Work closely with School District staff to ensure services are rendered in accordance with each student's Individualized Education Program.
 - e. Establish new educational therapy goals on an annual basis or as required.
 - f. Forward monthly invoices with detailed records of services rendered to School District personnel.

- g. Perform all services in good faith and in compliance with standards, rulings or regulations of any governmental agency responsible for administering or regulating Speech Therapy services and conform to all applicable laws and regulations.
- h. Maintain adequate records of all services provided.

2. Louisiana Speech Center represents and warrants that:

- a. Louisiana Speech Center has the right and ability to enter into this Agreement.
- b. Louisiana Speech Center service providers are duly licensed to practice in the State of Louisiana and to provide the services specified and shall notify the School District immediately if any applicable license is suspended or revoked or if license is placed on any probationary, provisional and other limited or conditional status.
- c. Louisiana Speech Center operates as a business, and regularly makes its services available to other clients or the general public, and has the conventional means and requisites of conducting business.
- d. Louisiana Speech Center and/or its individual providers shall maintain, at all times, professional liability insurance in a minimum amount of \$1 million per claim and \$3 million aggregate with a company licensed to do business in the state of Louisiana.
- e. Louisiana Speech Center and/or its individual providers shall have and maintain, at all times, automobile liability insurance coverage in at least the minimum amounts required by statute and such insurance does not exclude business pursuits.

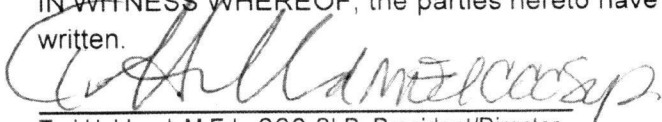
3. Ownership - Louisiana Speech Center retains all rights to any materials created or distributed pursuant to this Agreement. School district understands and agrees that Louisiana Speech Center is acting and performing as an independent contractor at all times. Louisiana Speech Center will use its own and have limited use of school equipment, materials and tools in performance of contract duties. Louisiana Speech Center will perform the requested services under the general direction of the School District, but will determine, in its reasonable discretion, the manner and means by which the services are accomplished. As an independent contractor, Louisiana Speech Center is responsible for filing all tax returns required by law and assumes sole liability for taxes due on income earned pursuant to this Agreement. Louisiana Speech Center acknowledges it is not entitled to any rights or benefits as an employee. Louisiana Speech Center indemnifies and holds School District harmless from any liabilities, claims or actions relating to employment taxes or benefits.

4. Confidential Information – Louisiana Speech Center and its providers shall maintain confidential student records and utilize student data in a manner solely for identification, data keeping and service

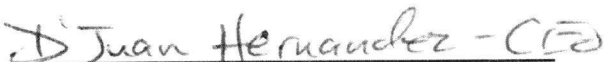
delivery purposes. Upon completion of annual services, Louisiana Speech Center will deliver student records to Principal/Special Education Coordinator/Supervisor of School District.

5. Use of Equipment – In the delivery of Speech Therapy Services, Louisiana Speech Center and its providers shall have reasonable use of School District equipment (e.g. computer, copier, telephone, fax) and facilities (e.g. classroom, restroom, lunchroom, office) for identification, data keeping and service delivery purposes.
6. Term. This Agreement shall be for a term not to exceed one year beginning on **August 15, 2014** and extending until **August 15, 2015**. The Agreement shall continue for additional terms of one (1) year each unless either party given written notice of cancellation upon thirty (30) days notice.
7. Service of Notices. Notices served on Louisiana Speech Center shall be served by Certified Mail with a return receipt to Louisiana Speech Center at the above listed address. Notices served on the School District will be served by Certified Mail, with a return receipt, to **Milestone Academy, Attention:CEO, 2012 Jefferson Highway, Jefferson, LA 70121.**
8. Waiver of Contractual Right.
9. Entire Agreement; Amendments; Survival. This contract sets forth the entire Agreement between the parties with respect to the subject matter hereof, and it may only be changed by a writing signed by both parties. Any prior or contemporaneous agreements, promises, negotiations or representation not expressly set forth in this Agreement are of no force or effect. It is specifically understood that the terms of section 2.f., 3 and 4 survive the expiration or termination of this Agreements.
10. Payment. Payment shall be considered overdue if not made within fifteen (15) days of receipt of an undisputed invoice.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the day and year first above written.


Tori Hubbard, M.Ed., CCC-SLP, President/Director
Louisiana Speech, Language and Learning Center, LLC

8/15/14
Date


D. Juan Hernandez - CEO
Authorized School District Personnel (print Name & Title)

Authorized School District Personnel (sign)



Date