



3515 W. Moreland Road
Willow Grove, PA 19090
215-659-5599
215-790-3217 FAX
admin@remotespeech.com

This Agreement made and entered into January 24, 2025, to August 1, 2026, by and between RemoteSpeech, LLC, a Pennsylvania Corporation having its principal offices at 3515 W. Moreland Rd. Willow Grove, PA 19090 (hereinafter called "RS") and Illini Central School District having their principal office at 208 N. West Avenue Mason City, IL 62664 (hereinafter called "ICSD")

Segment 1

RETENTION OF THERAPIST

- a) At **ICSD's** request **RS** agrees to provide **ICSD** with names of qualified therapist(s). **ICSD** may then interview and require a visit of their facility for the purpose of meeting those representatives of their organization you may reasonably specify.
- b) In addition, upon request, **RS** will provide **ICSD** with documentation regarding the credentials and experience referenced on any resume (provided to **ICSD** by **RS**) including, but not limited to photocopies of licenses, registrations, certificates, and insurance certificates.
- c) Once mutually agreed on said therapist; a separate Work Order/Therapist Assignment Verification Form will be signed by both parties.

d) **RS** is an equal opportunity employer and does not discriminate based on race, color, national origin, disability, or sex and will not screen any qualified Therapist on any such basis which would be contrary to any applicable Federal or state law prohibiting employment related discrimination.

e) **Non-Competition:** Each party hereto acknowledges that the other party has invested substantial time, money and other resources in training its respective Therapists in the systems, procedures, methods, forms, reports, plans, techniques, and other valuable information which is proprietary and unique to such party's manner of conducting its business. During the term of this agreement and for one (1) year after this termination, **ICSD** will not, directly or indirectly, recruit, employ or contract with any Therapist who is providing services to **ICSD** on the behalf of the **RS** at time of termination or with any entity in which such Therapist owns a substantial interest. **ICSD** further agrees it will not attempt to induce, directly or indirectly, any Therapist of **RS** to terminate his or its relationship with **RS**. In the event the **ICSD** desires to hire any Therapist provided to them by **RS**, **ICSD** shall pay a placement fee equal to thirty (30 %) percent of annual salary for Senior Speech Therapist position advertised at said facility. Placement fee may be paid over a two (2) month period.

Segment 2

ACTUAL SERVICES TO BE RENDERED

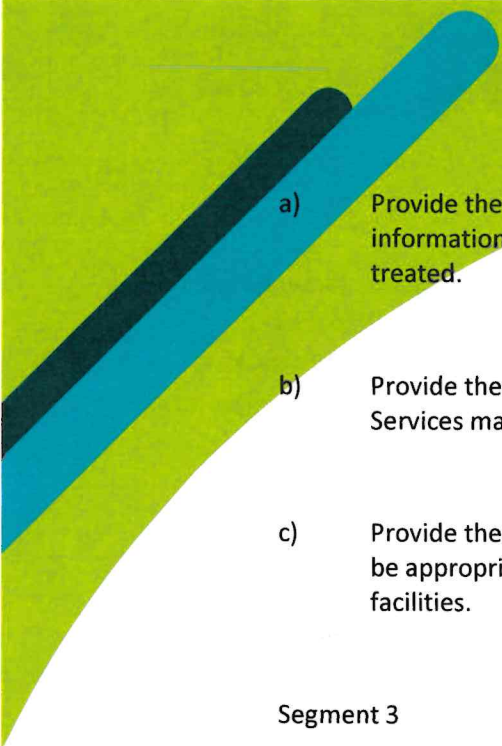
Therapy Services- The Therapists shall provide the services referenced on Addendum "1" (referred as "Therapy Services") and are as follows:

- a) Therapy Services shall only be furnished at the general direction of and under the general supervision of appropriate members of **ICSD's** professional staff.

Unless otherwise specified by **RS** in writing, the Therapist will supply all materials reasonably required to perform the Therapy Services. All such materials provided by the Therapist shall be the Therapist's property. All materials provided by **ICSD** shall be their property.

- b) Participation in professional staff conferences and interdisciplinary conferences for the purpose of planning, evaluating and scheduling services to individual cases.

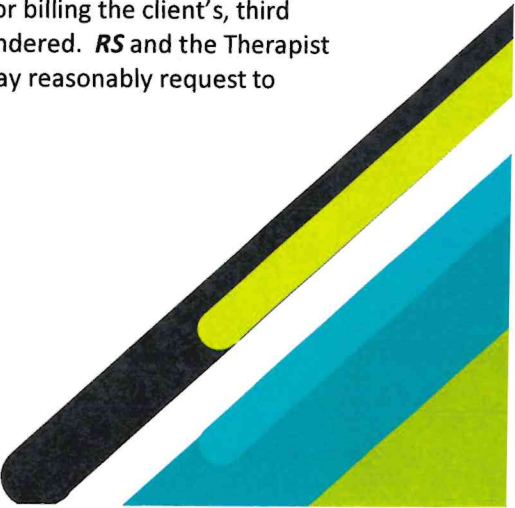
Support- **ICSD** agrees to provide the Therapist with the following support and facilities:

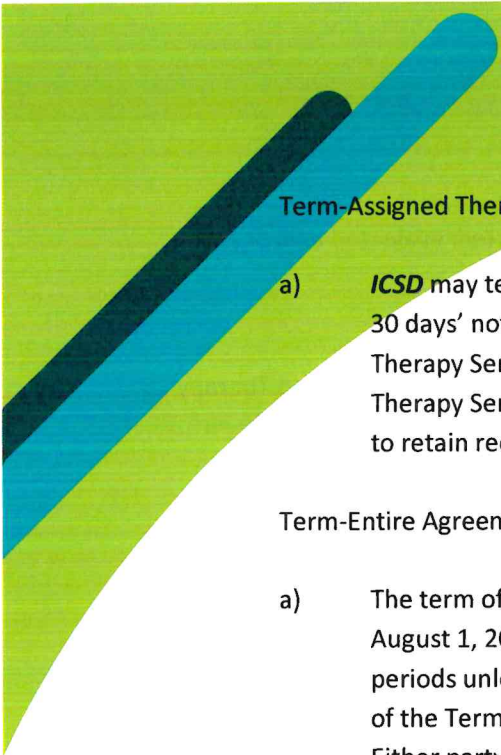
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- a) Provide the Therapist with reasonable access to all pertinent medical and other information in your possession regarding any client to be tested, evaluated and/or treated.
 - b) Provide the Therapist with adequate and reasonably satisfactory space in which Therapy Services may be provided.
 - c) Provide the Therapist with such orientation and other indoctrination programs as may be appropriate to permit the Therapist to effectively perform his/her services at *ICSD's* facilities.

Segment 3

ADMINISTRATIVE MATTERS

Fee, Billing, Payment, and Related Matters

- a) *ICSD* agrees to pay *RS*, for all services rendered pursuant hereto, the fee specified on addendum "2" or such other fees as may be specified by *RS* from time to time. Any fees specified by *RS* which vary from those specified on addendum "2", shall take effect on the first day of the calendar month after same are specified by *RS*.
 - b) Unless otherwise specified by *RS* and *ICSD* in writing, *RS*, directly or via the Therapist, shall provide *ICSD* with a detailed statement of all Therapy Services rendered during the preceding 30 days which such statement shall indicate the client's name, date(s) of services, the nature of the services and the amount due.
 - c) Except as provided in Subsection (e), *ICSD* shall pay *RS*, the amount specified on each statement provided by *RS* (as provided in Subsection (b)) within 30 days.
 - d) *RS* agrees that it will not bill any client, third party payer or other person for Therapy Services rendered. *ICSD*, and not *RS*, shall be responsible for billing the client's, third party payers and/or others for all *ICSD* therapy Services rendered. *RS* and the Therapist agree to provide *ICSD* with such documentation as *ICSD* may reasonably request to permit *ICSD* to seek payment for the Therapy Services.
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Term-Assigned Therapist-

- a) **ICSD** may terminate **RS's** provision of Therapy Services or any designated therapist upon 30 days' notice to **RS** per assigned therapist's assignment. **RS** may cease to provide Therapy Services upon 30 days' notice to **ICSD**. The termination of such provision of Therapy Services, however, shall not terminate **ICSD** obligation to pay **RS**, **RS's** obligation to retain records or any other obligation provided for in Segment 1, 3 or 4 hereof.

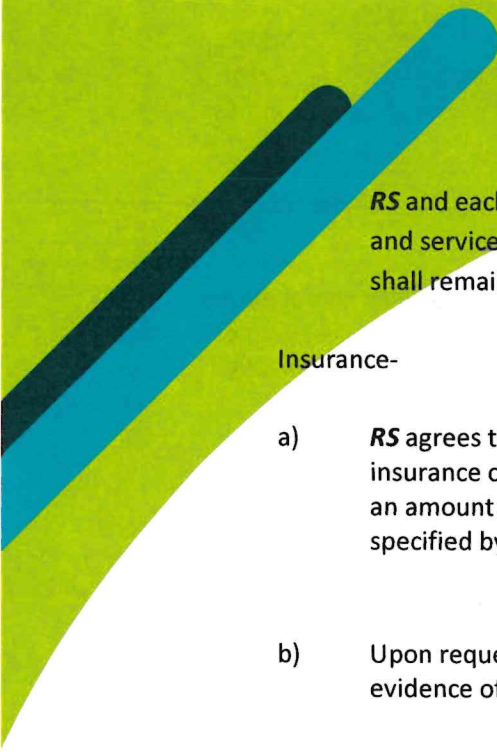
Term-Entire Agreement-

- a) The term of this Agreement will commence on January 24, 2025, and continue through August 1, 2026. The Agreement shall automatically renew for additional one (1) year periods unless either party notifies the other in writing thirty (30) days prior to the end of the Term, of such party's desire that this Agreement not so automatically renew. Either party hereto may terminate this Agreement for any reason by giving at least thirty (30) days prior written notice to the other, provided, however, that any such termination shall not have the effect of denying any designated eligible child a free appropriate public education as required by state and federal law.
- b) Any past due invoices may incur a 12% interest charge that will be added to the total.

Representations as to the Qualifications of Therapist-

- a) **RS** warrants that the Therapist shall be properly licensed in the state in which the Therapy Services are to be rendered and shall meet all professional criteria as may be required by **ICSD**.
- b) **RS** warrants that all Therapy Services rendered shall comply with all applicable Federal and state laws, rules, and regulations as well as the rules and regulations of your agency.
- c) **RS** warrants that the Therapist provided has a minimum of one (1) year experience in speech pathology unless otherwise agreed by **ICSD**.

Records-



RS and each Therapist shall maintain adequate records of all examinations, treatments and services rendered to each client. Such records shall be the property of **ICSD** and shall remain confidential.

Insurance-

- a) **RS** agrees to maintain (and/or to cause each Therapist to maintain) professional liability insurance covering claims related to the Therapy Services provided pursuant hereto, in an amount no less than the greater of \$1,000,000 per incident; or the minimum amount specified by applicable Federal or state law.
- b) Upon request, **ICSD** shall be provided with a copy of a certificate of insurance or other evidence of the existence of such insurance.

Segment 4

GENERAL MATTERS

Conflict of Laws-

This Agreement shall be subject to and shall be defined under the laws of the State of Illinois.

Arbitration-

- a) Except as provided in Subsection (d), all claims and disputes relating to this Agreement and the Therapy Services rendered pursuant hereto shall be subject to arbitration. If the parties hereto agree upon a single arbitrator, the arbitration shall be heard by said arbitrator. If **ICSD** and **RS** cannot agree upon a single arbitrator, or if either of **ICSD** or **RS** desire the matter to be subject to arbitration by more than one arbitrator, then the arbitration shall be heard by three (3) arbitrators, one selected by **ICSD**, one selected by **RS** and the two so selected to name the third. All arbitration shall be governed by the rules of the American Arbitration Association except when same may be inconsistent herewith in which event the provisions hereof shall control.

- b) All arbitrations shall be final and non-appealable, and judgment may be entered thereon in any court of competent jurisdiction.
- c) Notwithstanding Subsection (a), **RS** need not pursue arbitration to collect amounts due **RS** hereunder. If **RS** shall bring an action in collection of any such sum however, and **ICSD** shall dispute the liability to pay all or any part of such sum, any such collection action may be stayed upon **ICSD's** motion to allow such dispute to be resolved as provided in Section (a). In all actions and arbitrations relating to the collection of amounts due hereunder, if the amount same are not disputed or, if disputed, the disputed amounts are determined to be due **RS**, **RS** shall be entitled to recover its attorney fees
- d) This Agreement may only be amended by a writing signed by **ICSD** and **RS**.
- e) Except as herein otherwise provided, this Agreement shall insure to the benefit of and shall be binding upon the parties hereto and their respective personal representatives, heirs, successors, and assigns.
- f) If two or more copies of this Agreement are executed by all the parties hereto, each executed copy shall be deemed an original, but all shall collectively constitute the same instrument. If two or more counterparts shall collectively constitute the same instrument.
- g) If **ICSD** agrees to the foregoing, please execute a copy of this letter where indicated below and return same to **RS**. **ICSD** should retain a copy of this letter for their records

Acknowledged and agreed to:

Illini Central School District

RemoteSpeech, LLC

By

By

Orna AZULAG

CEO

Title

Title

Date

January 24, 2025

Date



Addendum 1

Type of Services: Speech Language Pathology, Remote Services.

All including but not limited to, testing, evaluation, treatment, consultation, reporting, record keeping, other services customarily provided by therapists who provide such services as well as any special services specified on any attachment or amendment hereto or otherwise specified by you in writing.

Addendum 2

Fee for Services for: **ILLINI CENTRAL SCHOOL DISTRICT**

\$77.00 per hour for Remote Speech Therapy as specified by the child's IEP including direct and indirect services and any required team/parent meetings requested by the school. Full day assignments will be billed start to finish

