



Elevate Therapy Company
1770 E. Rock Rd. Farwell, MI 48622
apoet@elevatetherapyco.com
(989) 429-8138

Speech-Language Therapy Contract Agreement

Elevate Therapy Company, LLC ("Company") and C.O.O.R. ISD ("School") (each a "Party" and both the "Parties") mutually agree as follows:

1. A licensed speech-language pathologist associated with Company, will provide Speech-Language Services to the School beginning October 21, 2024 and continuing until June 10, 2025, otherwise terminated by either Party, for any reason or no reason at all, given 7 days notice (the "Term"). Billing a total of 28 billable hours per week ("Billable Hours").

1.2 Contract dates are subject to change. The parties acknowledge and agree that the Start Date and End Date are stated for administrative convenience and are not intended to, and do not, provide for a stated duration of the contract period. Unless otherwise notified, when the end date set forth above has elapsed, this Agreement shall be deemed to have been extended beyond the original end date on a month-to-month basis, on the same terms and conditions stated herein, until such time as the above mentioned project is completed, or Company provides 30-day prior written notice of a refusal to extend this Agreement.

1. "Speech-Language Services" are:

1.1 Therapy services provided by a licensed and certified speech-language pathologist.

1.2 Any, all or some of the following:

1.2.1. Screening of speech-language and dysphagia disorders.

1.2.2. Diagnosis of speech-language and dysphagia disorders.

1.2.3. Treatment of speech-language and dysphagia disorders.

1.2.4. Preparation of materials necessary for such treatment.

1.2.5. Record keeping and documentation.



1.2.6. Report writing.

1.2.7. Writing speech-language IEP goals and objectives.

1.2.8. Consultation with school officials and families.

1.2.9. Attendance at IEP and other meetings as necessary.

2. Compensation:

2.1 Company shall be compensated \$80.00 an hour for all Speech-Language Services provided in monthly payments consistent with current pay schedule.

2.2. All amounts payable under this Agreement shall be paid directly to Company.

2.3. In the event that additional or less hours are actually completed, Company shall adjust the invoice to reflect the actual number of hours worked multiplied by an hourly rate of \$80.00 and such product become due and payable within ten (10) days of invoice to School.

3. Company Responsibilities:

3.1. Company shall provide Speech-Language Services to a standard of quality typical of professionals in the speech-language industry.

3.2. Company shall perform its duties and responsibilities under this Agreement with commercially reasonable best efforts.

3.3. Company shall obtain and maintain comprehensive professional liability insurance with limits of not less than \$1 million per occurrence / \$6,000,000 Annual Aggregate and general liability insurance with limits of not less than \$1 million per occurrence / \$2,000,000 Annual Aggregate combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Company and School against liability or claims of liability which may arise out of Company's provision of services under this Agreement.

3.4. Company will communicate with the hired speech-language pathologist(s) per any adjustments that the school is inquiring to make.



4. School Responsibilities:

- 4.1. School will use commercially reasonable efforts to assist Company in providing Speech-Language Services.
- 4.2. School will provide a clean, quiet, and private treatment space as well as any materials or support services required by Company.
- 4.3. School will communicate directly with Company owner for any adjustments that need to be made for the position(s).
- 4.4. School will keep Contract Agreement and information disclosed in this agreement confidential and only shared amongst the Parties involved, unless given permission by Company.

5. General Terms:

- 5.1. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one signed agreement between the Parties. Signatures may be transmitted by facsimiles or a scanned copy and shall be deemed original.
- 5.2. This Agreement, including all schedules and exhibits that are incorporated herein by reference, contains the entire agreement of the Parties regarding the subject matter described herein, and all other promises, representations, understandings, arrangements, and prior agreements related thereto are merged herein and superseded hereby. The provisions of this Agreement may not be amended, except by an agreement in writing by authorized representatives of both Parties.
- 5.3. Company is an independent contractor of School and not an employee, agent, partners, representative or broker of School.
- 5.4. Each Party shall at all times comply with all applicable laws and government rules, regulations, and guidelines pertaining to its business, products or services, employment obligations, and the subject matter of this Agreement. This Agreement shall be governed by and construed under the laws of the State of Michigan, without giving effect to its choice of law rules.

If services vary from the contracted number of hours in paragraph one above, due to illness, professional meetings, inclement weather, school closing, or additional hours approved by the Director of Special Education, appropriate adjustment will be reflected in the invoice.



Melisa Akers
Authorized Signature for the School/District

10/10/24
Date

Ashton Poet
Ashton Poet M.A. CCC-SLP, Owner
Elevate Therapy Company, LLC

10/11/24
Date