



Dear Applicant,

Welcome to Talk with Me Tennessee. As a non-profit organization, our mission is to **enable credentialed Speech Language Pathologists, Assistive Technology Professionals, or others to** provide long term communication access to individuals in need of all ages and ability levels. Talk with Me Tennessee organizes and allocates the funds necessary to purchase and distribute lite technology communication devices to **these professionals, who can then provide them to** individuals who have been diagnosed with severe communication impairments.

To be eligible to receive communication equipment from this organization, the client will need an evaluation and/or a letter of medical necessity recommending use of low technology AAC device(s) by a certified Speech Language Pathologist or Assistive Technology Team. Please submit these documents with the attached application **on behalf of your client**. The application will then be reviewed by a committee at Talk with Me Tennessee. Once the application is approved the client will either receive the equipment immediately, or his/her name will be placed on a waitlist for direct purchase of the recommended devices. Any future repair or replacement of parts such as batteries, wheels, etc. is the sole responsibility of the recipient and Talk with Me Tennessee will make no recommendations for such services.

Talk with Me Tennessee does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations. We are committed to providing an inclusive and welcoming environment for all members of our staff, clients, volunteers, subcontractors, vendors, and clients. **For all credentialed providers, please review the “Release of Liability for Donated Equipment” attached to the bottom of the application, and initial on the application to indicate your agreement with the terms.**

Thank you for choosing this organization. Talk with Me Tennessee is privileged to give the gift of communication and develop independence for all individuals in need. Please feel free to contact Talk with Me Tennessee with any questions or concerns.

Sincerely,

Talk with Me Tennessee

Address: PO Box 121113

Nashville, TN 37212

www.talkwithmetn.com

Email Address: talkwithmetn@gmail.com

Facebook Page: <https://www.facebook.com/twmttn/>



Referring providers, please initial here to indicate that you have read and agree to the terms of the “Release of Liability for Donated Equipment” attached to the end of this Application:

Date of Request:

Client Information:

Name:
Phone Number:
Address:
Email:
City: State:
Zip: County:
Language and/or Developmental Diagnosis:

Caregiver Information:

Name:
Phone Number:
Address:
Email:
City: State:
Zip: County:
Relationship to client:

Contact information for referring provider:

Name: Credentials:
Phone Number: Email:



Relationship to client:

Device Delivery

Devices will be delivered in person or by mail directly to the referring provider. Please provide preferred delivery address:

How did you hear about Talk with Me Tennessee :

Please explain why you were referred to Talk with Me Tennessee (Examples include: financial limitations, denial from insurance and/or other organization, etc.):

Please briefly explain the individual's communication needs:

Please explain any AAC devices that the child is currently using or has used in the past:



Please list information for requested device(s) and accessories: * Individuals will receive a maximum of 2 devices per request. If more than two devices are requested, it will be up to TWMT based on availability and funds to grant device request. Please list items in order of greatest need.*

Name of device(s):

Company Name:

Number of devices requested:

Is a wheelchair mount and/or device case required? (Yes)* (No)

*If a mount and/or device case is required, please complete the following information:

Name of mount(s)/case:

Company Name:

Number of accessories requested:

Price:

** The following questions are optional to answer. Information obtained helps us qualify for grants and receive funding that contributes to Talk with Me Tennessee. We thank you in advance for your support.*

What is your Ethnicity?

- Asian/Pacific Islander
- Black/African American
- Hispanic/Latino
- Native American/American Indian
- White/Caucasian
- Other/Prefer not to answer

What is your estimated annual income?

- Less than \$15, 000



- \$15,000- \$34, 999
- \$35, 000- \$49, 999
- \$50, 000- \$74, 999
- \$75, 000- \$99,999
- \$100, 000 or more
- Other/Prefer not to answer

Thank you for completing the device request application. Once we receive this request it will be processed and added to our waitlist. Waitlist times are dependent upon incoming funds and devices we currently have available for donation. If you have any further questions, please don't hesitate to reach out to us via our contact information listed on page 1 of this application.



Release of Liability for Donated Equipment

Talk With Me Tennessee (“TWMT”) is a nonprofit corporation with the purpose of donating low technology alternative and augmentative communication devices. From time to time, TWMT may provide communication devices and other equipment to credentialed providers or other members of the community free of charge.

By submitting this request for a communication device, you agree as follows:

1. **Donated Equipment.** TWMT may agree to donate to you a certain communication device(s)(the “Donated Equipment”): (a) for end use by a patient of your “Patient” as set forth in your application; (b) to the extent that your application is accepted by TWMT (which you acknowledge and agree it is under no obligation to accept); and (c) subject to equipment availability.
2. **Condition “As Is.”** TWMT is not making any representations, warranties, or guarantees about the Donated Equipment, including any implied warranties of merchantability and/or fitness for any purpose. You are accepting the Donated Equipment “as is.” I understand that TWMT will not provide any instructions or follow-up services, replacement parts, or repairs.
3. **Use of Donated Equipment; Suitability for Patients:** By providing the Donated Equipment to you (including for end use by any Patient of yours) you agree that TWMT is not giving medical advice, or making any other recommendations, representations, or warranties regarding the suitability of Donated Equipment for Patient care or other medical use. You acknowledge that you are responsible for making any and all recommendations and giving any medical advice to any Patient of yours relating to use of the Donated Equipment (“Medical Advice”). You represent and warrant that you have the necessary training, skill, and licensure required to give Medical Advice to your Patient.
4. **Assumption of Risk.** You understand that there are certain risks that may arise from the possession, use or misuse of the Donated Equipment, including the risk of injury, disability, or death of my child or other persons, or damage to property. You assume full responsibility for all risks arising directly or indirectly from your, or your Patient’s possession, use or misuse of the Donated Equipment, both known and unknown, regardless of the cause, including with respect to any Medical Advice you provide relating to the Donated Equipment.
5. **Waiver and Release.** You waive and release, on behalf of yourself and any organization or entity of which you are a part or through which you request Donated Equipment, any and all claims against TWMT, its officers, agents, volunteers and employees (collectively, “TWMT Parties”) with respect to any and all injury, disability, death, loss or other liability resulting from possession, use or misuse of the Donated Equipment, regardless of the cause and even if caused by negligence, whether passive or active. You acknowledge and agree that the foregoing waiver and release applies even to the extent that the Donated Equipment provided by TWMT or the TWMT Parties is



based on information provided in your application related to your Patient. If you are providing the foregoing waiver and release on behalf of any entity or organization, you represent and warrant that you have sufficient authority to provide such waiver and release on behalf of such entity or organization. You agree not to sue any of the TWMT Parties on the basis of these waived and released claims. You further agree to waive the protections of any applicable law providing that a general release does not extend to certain claims not known to you at the time you provide such release.

6. **Indemnity**. You agree to defend, indemnify and hold the TWMT Parties harmless from and against any and all liability, loss, damages, claims and attorney's fees that may be alleged against or suffered by any TWMT Party resulting directly or indirectly from the possession, use or misuse of the Donated Equipment, including with respect to any Medical Advice, by you or any other person. You agree that this obligation to defend and indemnify TWMT Parties includes any and all claims brought by your Patient against a TWMT Party. You represent and warrant that you carry, and will continue to carry so long as the Donated Equipment is used by a Patient, insurance coverage sufficient to enable you to meet your obligations under this Section 6.

7. **Equipment Only**. You understand that the Donated Equipment may have existing faults and software or hardware limitations. You understand that TWMT is not responsible for providing any support or additional equipment once you have received the Donated Equipment, or for providing medical advice relating to the use of the Donated Equipment. You will not hold TWMT responsible for any failure of the Donated Equipment.

8. **Enforceability**. You have read and understand the terms of this Release of Liability. You understand that this agreement covers each and every item of Donated Equipment which you may receive. You agree that providing your application for review by TWMT constitutes sufficient consideration to render this Release of Liability enforceable by TWMT and you.