

## Linden Oaks Behavioral Health Speaker Services Agreement

This Agreement is made the date of the last signature below (the “Effective Date”) by and between Naperville Psychiatric Ventures d/b/a Linden Oaks Hospital (“Linden Oaks”), an Illinois general partnership, and the party identified below:

**Party Name:** *Joliet Township High School District 204 (“District”)*

**Party Mailing Address:** *E300 Caterpillar Drive, Joliet, IL 60436*

### **I. Services**

Linden Oaks agrees to provide speaker services (the “Services”) for district on the topic of:

1. 5-hour Rethink Class Leader Training as defined in attached Linden Oaks Rethink Class Leader Training and Online Access Proposal
2. Access to online video materials as defined in attached Linden Oaks Rethink Class Leader Training and Online Access Proposal.

***On the following dates(s) and time(s) at a location to be provided by Linden Oaks:***

Date/time to be determined with District. Training will take place in Winter 2024

### **II. Payment of Contractor’s Fee and Expenses**

In return for Linden Oak’s Services, the District agrees to pay the Linden Oaks the sum of: *Five thousand and zero dollars (\$5,000)* within 60 days of completion of Services. Payment shall be made on a contract basis, and shall not be subject to FICA, State or Federal withholding taxes.

### **III. Term and Termination**

This agreement shall be effective on January 9, 2024, and shall remain in full force and effect until both parties have completed their 5-hour Leader Training obligations. Access to online materials will be available until June 30, 2025. Linden Oaks may terminate this Agreement and the Services not less than one day prior to the date the Services are to be provided, and Linden Oaks will reimburse District for District’s reasonable out of pocket costs to the extent such cannot be recovered by District. In the event District terminates this agreement, no fees or costs will be due to the District from Linden Oaks.

### **IV. General Covenants and Conditions**

**Qualifications:** Linden Oaks warrants that staff is qualified and appropriately trained to provide the Services described in this Agreement in accordance with generally accepted and currently approved methods and practices in the field.

**Independent Contractor:** Linden Oaks is an independent contractor in the provision of Services under this agreement. No employer/employee, agency, joint venture or partnership relation is created

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between the parties hereby. Linden Oaks shall have no claim for vacation pay, sick leave, retirement benefits, Social Security benefits, Worker's Compensation, disability, or unemployment insurance benefits of any kind. Linden Oaks assumes all liability for payment of all income taxes, FICA taxes and any other taxes (collectively "Taxes") related to payment made by district pursuant to this agreement, and Linden Oaks will indemnify district for any liability (including legal fees and costs) incurred as a result of Linden Oaks failure to pay taxes.

Compliance with Linden Oaks Policies and Rules: If the District is on Linden Oaks premises, District staff shall comply with and abide by the policies, procedures, and rules of Linden Oaks.

Entire Agreement: This written document constitutes and incorporates the entire agreement between the parties hereto. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all communications, representations, or agreements, either verbal or written, between the parties hereto.

### Equipment and Supplies:

Linden Oaks will provide the following equipment/supplies for Services:

*Speaking services and materials defined in the attached Linden Oaks Rethink Class Leader Training and Online Access Proposal. The online materials are the proprietary content of Linden Oaks Hospital. Copying and distribution of the Rethink online materials is prohibited.*

District will provide the following equipment/supplies for the Contractor to provide the Services:  
*None required.*

This Agreement is binding only when signed by both parties.

Naperville Psychiatric Ventures  
dba: Linden Oaks Hospital  
An Illinois general partnership

District:

By: \_\_\_\_\_  
Gina M. Sharp, President

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Date: \_\_\_\_\_