

Agreement

THIS AGREEMENT is made on this 24th day of November, 2014 (the "*Effective Date*") by and between *Invo HealthCare Associates*, 1780 Kendarbren Drive, Jamison, PA 18929 (hereinafter referred to as "*IHC*") and *Harlem Unit District 122, 8605 N. 2nd Street, Machesney Park, IL 61115* (hereinafter referred to as "*Agency*").

THIS AGREEMENT is intended to describe the conditions of the Agreement under which *IHC* will engage its Service Providers, who in turn provide specialized therapeutic services to individuals designated by the Agency.

THE PARTIES wish to enter into an AGREEMENT and agree to the following:

1. Relationship of Parties:

The Agency understands and agrees that *IHC* and the service provider(s) are acting and performing as independent contractors at all times. Accordingly, nothing in this Agreement shall permit the Agency to exercise control or direction over the means or methods by which service providers perform the services for which they have been engaged. However, the Agency and the service provider(s) shall fully comply with all performance standards set forth in this Agreement, all currently approved and generally accepted professional standards governing the particular professional specialty for which service provider(s) has been engaged, and all other applicable local, state or federal rules and regulations pertaining to licensure and the provision of professional services.

2. Services:

Both parties agree that the scope of *IHC's* responsibility, as set forth in the AGREEMENT, is limited to contracting with service provider(s) who will provide on an "as needed" basis hours per week of the following services for the clients of the Agency located in the state of Illinois:

- Registered Nurse

3. Duties of Service Provider(s):

(a) The services provided by the service provider(s) under this AGREEMENT will be consistent with the available facilities, the service provider(s)'s professional judgment and the standards established in the Agency's community.

(b) The service provider(s) shall maintain adequate and current records, in the manner required by the Agency, for individuals who are provided with service.

(c) The service provider(s) will furnish a professional liability insurance policy to cover herself/himself. This policy must be effective on or before the service provider(s)'s first day of work.

(d) The service provider(s), under their contract, must comply with policies, rules, and regulations of the Agency.

4. Term:

This AGREEMENT shall be for a seven (7) month term beginning on or about November 25, 2014 and extending until June 30, 2015. The AGREEMENT will continue for an additional one (1) year term unless either party gives written notice of cancellation sixty (60) days prior to the next one year term. However, if *IHC* does not present a qualified candidate for interview within thirty (30) days from the date on which this AGREEMENT is signed, then the Agency will have the option to terminate the AGREEMENT. Notice of termination will be delivered to *IHC* by Certified Mail with a return receipt.

5. Fees:

(a) *IHC* shall be compensated for services rendered.

(b) Since *IHC* incurs daily expenses, *IHC* will receive from the Agency a guaranteed income approved by the Agency of:

(b.1) thirty-five dollars and fifty cents (\$35.50) per hour for every hour of contracted registered nurse services.

In the event that service provider(s) must travel between locations after arriving for work on a given date, billable hours will include transportation time from one location to another and a mileage rate in accordance with IRS rates.

The Agency shall make payment within thirty (30) days of receipt of a properly prepared and submitted invoice. If the payment is not postmarked from the Agency within thirty (30) days of the receipt of the invoice, the Agency agrees to pay an additional 1.5% interest per month on amounts not paid, such interest being calculated beginning day thirty-one (31) from receipt of invoice. Interest should be calculated in accordance with standard accounting procedures. *IHC* shall bill the Agency for the interest.

Failure by the Agency to pay an appropriately submitted invoice within sixty (60) days of receipt may be considered a material breach of contract.

For each subsequent contract renewal, the compensation for service provider(s)'s services will be negotiated approximately one month prior to the initiation of the next contract period.

6. Duties of Agency:

(a) The Agency will provide the service provider(s) with adequate work areas and equipment, as deemed necessary by the Agency, for the service provider(s) to perform her/his job.

(b) Agency will provide support services as needed.

7. Service of Notices:

Notices served on the Agency will be served by Certified Mail with a return receipt, to the **Harlem Unit District 122, 8605 N. 2nd Street, Machesney Park, IL 61115**. Notices served on *IHC* will be served by Certified Mail with a return receipt, to *Invo HealthCare Associates*, 1780 Kendarbren Drive, Jamison, PA 18929.

8. Law of State to Govern:

The validity, enforceability and interpretation of any of the clauses of this AGREEMENT will be determined and governed by the substantive and procedural laws of the state of Illinois.

9. Scope of AGREEMENT:

This AGREEMENT constitutes the final, complete and entire contract between the parties and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether written or oral. There are no representations or other agreements included. No supplemental modification or waiver of this AGREEMENT will be binding unless executed in writing by the parties to be bound thereby.

10. Amendments:

This AGREEMENT may be amended at any time by mutual agreement of the parties. However, before any amendment will be operative or valid, it must be reduced to writing and signed by both the Agency and *IHC*.

11. Non-Interference, Non-Solicitation, and Restrictive Covenant:

Agency agrees that it may not during the term of this Agreement and for two (2) years after the expiration or termination of this agreement, directly or indirectly, either as agent, partner, owner, investor, adviser or consultant or in any other capacity, employ or otherwise contract for services with the following:

(a) any service provider(s) that any *IHC's* staff introduces to Agency, arranges for interview with Agency, or who has provided Services to Agency by or through *IHC*;

(b) any business entity (*i.e.* corporation, company partnership, association) that wishes to use any of *IHC* staff that has been introduced to Agency, had an arranged interview with Agency, or who has provided Services to Agency by or through *IHC*; and/or

(c) any current or former service provider(s) of *IHC* who has provided Services to Agency under the terms of this Agreement and who is associated with an independent

business entity as an employee, officer, agent, partner, owner, investor, lender, director, adviser or consultant or in any other capacity.

12. Default:

The Agency will be in default if any of the following happens:

- (a) The Agency fails to make any payment when due.
- (b) The Agency breaks a promise it has made to *IHC* to utilize contracted staff in the manner agreed upon in this contract.
- (c) The Agency makes any representation or statement to *IHC* that is false or misleading in any material respect.

13. Confidential Information:

Both parties agree they will not at any time during or after termination of this AGREEMENT use or disclose any confidential information or methods to any person or entity for any purpose whatsoever without the prior written consent of the Agency and *IHC*.

14. Termination:

This AGREEMENT may be terminated (i) immediately upon written notice of breach of any party by the other party, or (ii) by either party upon sixty (60) days prior written notice. Notice will be delivered to the other party by Certified Mail with a return receipt.

The validity or unenforceability of any particular provision or part of this AGREEMENT will not affect any other provisions. If any provision of this contract is held to any extent invalid by any competent tribunal, that provision will be modified to make it enforceable.

THE PARTIES execute this AGREEMENT on the _____ day of _____, 2014.

Harlem Unit District 122

By: Joshua Avarand
Title: Assistant Superintendent

Invo HealthCare Associates

By: _____

Jason T. Ralph, Chief Operating Officer