



AGREEMENT

This Agreement made this 26th day of May by and between the North Slope Borough School District (Client), an independent school district in Alaska with its principal place of business at 829 Aivik Street, Barrow, AK 99723 and **Salient Health Solutions, LLC** (SHS), a Massachusetts-based limited liability company (LLC) with a principal place of business at 10 Overlook Circle, Plymouth, MA 02360:

In consideration of the mutual promises made and stated herein, the parties agree as follows:

1. Client will engage SHS as an independent contractor, and SHS will serve Client upon the terms and conditions hereinafter set forth.
2. The term of this Agreement will commence on May 26, 2021 and shall have the duration of one (1) month terminating on June 25, 2021.
3. SHS will provide services to Client monthly with the term for the rendering of such services, the scope of work, and the manner of payment to SHS set forth herein. The working arrangement and SHS scope of services will include the following:
 - a. Grant writing services for one United States Department of Agriculture, Rural Development, Rural Utilities Service (RUS) – Distance Learning and Telemedicine Grant (Funding Opportunity Number: RUS-21-01-DLT), including the writing of the narrative sections, completion of all forms and providing final documentation, so the school may submit the electronic submission of the grant application.
 - b. This Agreement includes writing services, including the writing and submission of the grant programs outlined in section 3a only with no replacements or substitutions. During the term of this agreement, SHS will not be precluded from the writing and/or submission of any other grants, including additional RUS grants.
 - c. All grant materials must be submitted to SHS five (5) business days prior to a grant submission. If said materials are not received five (5) business days prior to grant submission, SHS reserves the right to not submit, turning all grant documentation over to the Client. Additionally, the submission is to be made two (2) business days prior to grant deadline. If submission cannot be made in this time period, SHS has the right to refuse submission, turning over all grant documentation to the Client.
 - d. If Client chooses not to submit the project and more than 20% of services have been rendered by SHS, then SHS is entitled to keep payment issued via section 6a. This percentage is defined as the preparation and submission of a Letter of Intent on behalf of client or 20 hours or more of work performed, including meetings.

4. The continued exercise of this Agreement is contingent on successful work performance of SHS to the satisfaction of Client. SHS will not, during the term of this Agreement, be precluded from engaging in any other business activity, whether such business activity is pursued for gain, profit, or any other pecuniary advantage.
5. In exchange for the performance of all services hereunder, SHS will receive the sum of \$10,000 during the term of this Agreement.
6. Client will make payment in full upon receipt of expense invoice from SHS:
 - a. The first and final payment of \$10,000 shall be paid on or before June 4, 2021.
 - b. Failure to make payments at the designated times (outlined in sections 6a) may result in an additional charge of 2.5% for each week the payment is late.
7. It is expressly agreed that SHS is acting as an independent contractor in performing its services hereunder. Client will carry no workers' compensation insurance, liability insurance or health insurance to cover SHS. Client will not pay any contribution to Social Security, unemployment insurance, federal or state withholding taxes nor any other benefits that might be expected in any employer-employee relationship. SHS agrees to report and pay any contributions for taxes, unemployment insurance, Social Security and other benefits for its employees.
8. SHS will not disclose or appropriate to its use or to the use of any third party, at any time during or after the term of this Agreement, any secret or confidential information of the Client of which SHS becomes informed during such period. "Information" under this paragraph means all information that Client discloses to SHS that relates to past, present or future research, development and business activities of Client, except such information previously known to SHS or publicly disclosed either before or after Client's disclosure to SHS. SHS acknowledges that, in receiving, storing, processing or otherwise dealing with any information from Client concerning patients, it is bound by federal and state laws, regulations and holder agreements governing the confidentiality of patient information.
9. This Agreement contains the entire agreement between the parties hereto and supersedes all prior and contemporaneous agreements and understandings between the parties regarding the subject matter thereof. Should any provision of this Agreement be held to be invalid, void or unenforceable or waived, whether by conduct or otherwise, in any one or more instances, it will not affect the enforceability of the remaining provisions of this Agreement, which will be read as if such term or provision held invalid, void or unenforceable or waived were never part thereof.
10. Modifications and amendments to the terms, provisions, and conditions of this Agreement may be made in the future if mutually agreeable to by both parties and such modifications shall be put in writing and added to this contract as addenda.
11. The laws of the Commonwealth of Massachusetts will govern the construction of this Agreement.

12. Neither party shall sell, assign, transfer, convey, or encumber its duties and obligations hereunder, or any rights or interests hereunder, or suffer or permit any assignment or transfer or encumbrance thereof, by operation of law or otherwise, without the prior written consent of the other party.

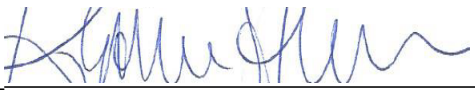
IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute this Agreement.

NORTH SLOPE BOROUGH SCHOOL DISTRICT

By: _____

Date: _____

SALIENT HEALTH SOLUTIONS

By: 
Kathleen A. Harrell, Owner and Partner

Date: May 26, 2021