

Agreement

THIS AGREEMENT is made between the **Harford County Public Schools, 102 South Hickory Avenue, BelAir, MD 21014** (hereinafter referred to as "Agency"), and **Invo HealthCare Associates, Inc., 1780 Kendarbren Drive, Jamison, PA 18929** (hereinafter referred to as "**IHC**").

THIS AGREEMENT contains the following:

- (A) Agency is an agency serving individuals with special needs.
- (B) Both parties wish to enter into an AGREEMENT in which *IHC* will contract with therapist (s) (hereinafter referred to as "therapist"), who will provide therapy services to the individuals of the Agency.

THE PARTIES agree to the following:

1. Services:

Both parties agree that the scope of *IHC's* responsibility, as set forth in the AGREEMENT, is limited to contracting with therapist(s) who will provide on an "as needed" basis hours of speech and language pathology service for the clients of the Agency located in the state of Maryland.

2. Duties of Therapist:

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

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

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

(d) The Agency understands and agrees that *IHC* and the therapist are acting and performing as independent contractors at all times. The professional duties of the therapist will be directed by the Agency. The Agency and the therapist must fully comply with all applicable provisions of law and other rules and regulations of any and all governmental authorities relating to licensure and the regulation of the therapist and the Agency.

(e) The therapist, under their contract, must comply with policies, rules, and regulations of the Agency.

3. Term:

This AGREEMENT shall be for a one (1) year term beginning on or about July 1, 2009 and extending until June 30, 2010. 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.

4. Fees:

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

(b) Since *IHC* incurs daily expenses, *IHC* will receive from the Agency a guaranteed income of fifty-eight (\$58.00) dollars per hour for every hour of contracted speech and language pathology service approved by the Agency. In the event that therapist 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. This guaranteed income will be paid by Agency to *IHC* no later than the fifteenth of each month for the previous month. For each subsequent contract renewal, the compensation for therapist's services will be negotiated approximately one month prior to the initiation of the next contract period.

5. Duties of Agency:

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

(b) Agency will provide support services as needed.

6. Service of Notices:

Notices served on the Agency will be served by Certified Mail with a return receipt, to the **Harford County Public Schools, 102 South Hickory Avenue, BelAir, MD 21014**. Notices served on *IHC* will be served by Certified Mail with a return receipt, to *Invo HealthCare Associates, Inc.*, 1780 Kendarbren Drive, Jamison, PA 18929.

7. 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 commonwealth of Pennsylvania.

8. 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.

9. 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*.

10. 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 therapist 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 therapist 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.

11. 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*, or the Agency fails to perform promptly at the time and in the specified manner provided in this contract.

(c) The Agency makes any representation or statement to **IHC** that is false or misleading in any material respect.

12. 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**.

13. 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 _____, 2009.

Harford County Public Schools

By: _____

Title: _____

Invo HealthCare Associates, Inc.

By: _____

Mary A.J. McClain, President