

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is between **RNR Guardianship Services, NFP**, located at 743 S. 8th Street, Suite 202, West Dundee, IL 60118 (hereinafter Independent Contractor) and the **McHenry County Mental Health Board**, 620 Dakota Street, Crystal Lake, IL 60012 (hereinafter MHB), for professional services for a term commencing **December 1, 2023** and ending **November 30, 2024** (hereafter “Contract Year”).

WHEREAS the MHB finds there is a need for the professional services (hereinafter Services) set forth in Article A, below; and

WHEREAS the Independent Contractor is qualified to provide and is ready, willing and able to provide the Services set forth in Article A, below; and

WHEREAS the MHB is authorized to enter into the Agreement under the provisions of the Community Mental Health Act (405 ILCS 201/1, et al).

NOW, THEREFORE, for valuable consideration, it is agreed as follows:

ARTICLE A. SERVICES:

Independent Contractor agrees to provide the MHB with the following Guardian Case Management Services, services provided must be submitted on a monthly basis to data@mc708.org, using MHB-provided service data spreadsheet:

RNR Guardianship Services and Care Management						
Service Code	Modifier(s)				Service Name	Suggested MHB Rate (per 1/4 hour)
	1	2	3	4		
H2015	HM				Community Support, individual (RSA)	\$30.05
T1016	HM	HS			Case management--client-centered consultation (RSA)	\$30.05
T1016	HM	TS			Case management--transition linkage and aftercare (RSA)	\$30.05
CSM1250	HM				Assessment & Coordination (RSA)	\$29.26
					Special Conditions:	
					Not intended for transportation time and/or service costs	
					Not intended for medical visit	
					Not to supplement case management service available through other service providers	

If the Independent Contractor is not able to perform any portion of the above mentioned Services, Independent Contractor shall provide the Executive Director of the MHB immediate notice of such nonperformance. In the case of specific events which are pre-scheduled, such notification of nonperformance will be provided prior to the scheduled event. Said notice should be by telephone and in writing pursuant to Article F. Paragraph 9.

ARTICLE B. COMPENSATION.

A completed Form W-9 must be provided to MHB prior to performance of the services under this agreement.

1. Compensation Rate. The MHB shall pay the Independent Contractor:

A. () per (check one): hour or day or week or month or event for guardianship services or completed project for Services provided under this Agreement provided, however, and notwithstanding any terms to the contrary, the total compensation to be received by Independent Contractor under this Agreement shall not exceed **\$50,000.00.**

OR

B. () \$ _____ for all Services provided under this Agreement pursuant to Article A.

C. () These additional listed expenses will be reimbursed by the McHenry County Mental Health Board. Documentation required.

Please list specific expense item and cost limit

No additional expenses authorized.

It is understood that all miscellaneous expenses, including but not necessarily limited to travel expenses, insurance expenses, mailing or postage expenses incurred by Independent Contractor shall be deemed to be included within the above agreed upon Compensation Rate and shall not be separately billed to the MHB, unless otherwise provided for in this agreement, to the contrary, in Article B, Paragraph 1, Item C.

2. Compensation Dispensation. Upon execution of the contract, the submission of the completed Form W-9, and the provision of services, Independent Contractor shall submit to the data@mc708.org for Services on a weekly or monthly basis or upon completion of the project. Payment for clinical/treatment or training services will be paid after services are provided or completed. Payment for specific projects shall be paid upon completion unless specified otherwise in Article B. Compensation 1. Compensation Rate above. All required documentation must accompany the payment request. Said invoice must be reviewed and approved by the MHB Executive Director prior to payment. Said approval shall not be unreasonably withheld. Payment shall be made in accordance with applicable provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 et al).

ARTICLE C. CONFIDENTIALITY.

All Services provided by Independent Contractor will be provided in accordance with ethical standards of accepted practices acceptable to the MHB a copy of which is attached hereto as Attachment I. To the extent applicable to Independent Contractor’s provision of Services pursuant to this Agreement, the Independent Contractor shall abide by the Illinois Mental Health and Developmental Disabilities Confidentiality Act, as amended (740 ILCS 110/1 et. seq.) and HIPPA policies and procedures (see Article F, paragraph 5.D below). Prior to commencing Services under this agreement, Independent Contractor shall sign a Business Associate Agreement in the form attached hereto and incorporated herein by reference as Attachment II. Any information obtained by Independent contractor about the MHB during the course of providing Services shall remain confidential and shall not be released to the public or other agencies without the expressed written permission of the Executive Director of the MHB.

ARTICLE D. REVIEW.

Notwithstanding any terms to the contrary in this Agreement, the MHB may review the Services of Independent Contractor and retains the right to cancel or modify this Agreement on five (5) days written notice.

ARTICLE E. TERM.

The duties to be performed by Independent Contractor shall commence on **December 1, 2023** and shall terminate on **November 30, 2024** unless extended by amending this agreement. Nothing in this agreement shall prevent the MHB and the Independent Contractor from entering into subsequent agreements for additional Services should the need for such Services be deemed necessary by the MHB.

ARTICLE F. MISCELLANEOUS.

1. Independent Contractor Status. Nothing in the Agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing the MHB to exercise control or direction over the manner or method by which Independent Contractor performs hereunder.

2. Personnel.

Independent Contractor warrants and represents:

- A. That he/she/it is (check one): an individual or partnership or corporation or limited liability company or other (please describe entity) legally authorized to do business in the State of Illinois;;

AND

- B. () The person who is signing this Agreement for the Independent Contractor, the Independent Contractor does not employ any other individual, that he/she is trained and qualified to provide such Services, and that Independent Contractor shall not delegate nor assign Independent Contractor duties under this Agreement to any third party or future employee without the written consent of the MHB. Independent contractor shall submit documentation of competency and/or education and/or licensure and/or certification upon request of MHB. As applicable, if such Services involve client contact, the MHB will conduct and complete all background and security checks as required by local, state and federal regulation. Independent contractor shall cooperate as requested by the MHB.

OR

() The Independent Contractor may employ other individuals to perform such Services and all personnel so employed are trained and qualified to provide such Services, and if such Services involve client contact, said personnel have undergone background checks as required by local, state and federal regulations prior to being allowed to provide such Services. Independent Contractor shall provide to the MHB the results of such background checks for each employee and shall submit documentation of competency and/or education and/or licensure and/or certification upon request of MHB. Independent Contractor shall cooperate as requested by the MHB.

3. Insurance.

- A. Independent Contractor shall maintain for the duration of the Agreement and any extensions thereof, at Independent Contractor's expense, insurance which provides that the MHB is listed as an additional insured and that said insurance includes Occurrence basis wording and is issued by a company or companies qualified to do business in the State of Illinois that are acceptable to the MHB, which generally requires that the company(ies) be assigned a Best's Rating of A or higher with a Best's financial size category of Class XIV or higher, in the following types and amounts:

- i. Commercial General Liability in a broad form, to include, but not limited to, coverage for the following where exposure exists: Sexual Abuse and Molestation coverage, Bodily Injury and Property Damage, Premises/Operations, Independent Contractors, Products/Completed Operations, Personal Injury and Contractual Liability; limits of liability not less than:

\$500,000.00 per occurrence and \$1,000,000.00 in the aggregate;

- ii. Workers' Compensation Insurance to cover all employees and meet statutory limits in compliance with applicable state and federal laws. The coverage must also include Employer's Liability with minimum limits of \$100,000.00 for each incident, as required by law.
- iii. Auto Liability Insurance shall be required for any individual who transports clients. The coverage shall minimally be \$500,000.00 per occurrence and \$500,000.00 in the aggregate.
- iv. Professional Liability coverage shall minimally be \$1,000,000.00 per occurrence and \$3,000,000.00 in the aggregate.

B. Certificate of Insurance. The Independent Contractor agrees that with respect to the above required insurance that:

- i. The MHB shall be provided with Certificates of Insurance evidencing the above required insurance, prior to commencement of the Agreement and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration or cancellation of any such policies;
- ii. The contractual liability arising out of the Agreement shall be acknowledged on the Certificate of Insurance by the insurance company;
- iii. The MHB shall be provided with thirty (30) days prior notice, in writing, of Notice of Cancellation or material change and said notification requirement shall be stated on the Certificate of Insurance; and
- iv. Insurance Notices and Certificates of Insurance shall be provided to:

Leonetta Rizzi, Executive Director
McHenry County Mental Health Board
620 Dakota Street
Crystal Lake, Illinois 60012

4. Hold Harmless Clause. The Independent Contractor agrees to indemnify, save harmless and defend the MHB, its agents, servants, and employees, and each of them, against and hold them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorney's fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of or in connection with the Services covered by this Agreement. The foregoing indemnity shall apply except if such injury, death or damage is caused directly by the

willful and wanton conduct of the MHB, its agents, servants, or employees or any other person indemnified hereunder.

5. Compliance With Laws.

- A. Independent Contractor shall abide by all federal, state and local statutes, ordinances, rules and regulations pertaining to, or regulating the provisions of such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules or regulations shall constitute a material breach of the Agreement, and shall entitle the MHB to terminate this Agreement immediately upon delivery of written notice of termination to the Independent Contractor

- B. Independent Contractor and its employees and subcontractors under subcontract, made pursuant to this Agreement, shall comply with all applicable provisions of State and Federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:
 - i. Public Works Employment Discrimination Act (775 ILCS 10);
 - ii. The United States Civil Rights Act of 1964 (as amended), (42 U.S.C. 2000a-2000h-6). (See also guidelines to Federal Financial Assistance Recipients regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);
 - iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
 - iv. The Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.);
 - v. Executive Orders 11246 and 11375 (Equal Employment Opportunity) and Executive Order 13160 (2000) (Improving Access to Services for Persons with Limited English Proficiency);
 - vi. Charitable Choice - In accordance with Public Law 104-193, the Personal Responsibility and Work Opportunity Reconciliation Act of 1996.

- C. Independent Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith including, but not limited to, the Equal

Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference.

- D Independent Contractor certifies that it is in compliance with and shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, the Social Security Act 42 U.S.C. 1320d-2 through 1320d-7. Independent Contractor shall not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information.

6. **Records.** If the request relates to clinical information, Independent Contractor agrees to direct the requestor to the MHB. Independent Contractor shall promptly notify the MHB in writing of the receipt of any written or verbal requests for inspection and or copying of any documents relating in any manner whatsoever to the Services provided by the Independent Contractor as well as any actual or proposed response made to these requests. Independent Contractor shall consult with the MHB prior to responding to any requests for inspection or copying which pertains to any documents relating in any manner whatsoever to the Services provided by the Independent Contractor.

7. **Services Not Provided For.** No claim for Services furnished by the Independent Contractor, not specifically provided in the Agreement, will be allowed by the MHB, nor shall the Independent Contractor do any work not covered by this Agreement, unless the work is approved in writing by the MHB. Such approval shall be considered to be a modification of the Agreement.

8. **Assignment.** Independent Contractor shall not assign the Agreement to any other corporation, agency, or contractor without the express written consent of the MHB Executive Director. The MHB and Independent Contractor each binds itself, its successors, assigns and legal representatives to the representatives of such other MHB-approved party in respect to all covenants, agreements and obligations contained herein.

9. **Notice.** All notices or other written communications required or permitted to be given under this Agreement shall be deemed to have been duly given if delivered personally in hand; or sent certified U.S. mail, return receipt requested, postage prepaid, on the date posted and addressed to the appropriate party at the following address or as such other address as may be given in writing to the parties:

If to MHB:
Leonetta Rizzi, Executive Director
McHenry County Mental Health Board
620 Dakota St.
Crystal Lake, IL 60012
(815) 455-2828

If to Independent Contractor:
Ron Neece
RNR Guardianship Services, NFP

743 South 8th Street, Suite 202
West Dundee, IL 60118
(847) 428-1138

10. **Controlling Law.** This Agreement is to be governed by the laws of the State of Illinois and the parties agree that venue shall be in McHenry County, Illinois.

11. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. No modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

12. **Severability.** If any clause or provision of this Agreement is determined to be illegal, invalid or unenforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

13. **Equipment and Supplies.** Independent Contractor shall provide its own equipment and supplies necessary to conduct its business. However, in the event that for its convenience or otherwise, the MHB makes any such equipment and/or supplies available to the Independent Contractor, use of such equipment or supplies provided by the MHB pursuant to this Agreement shall be strictly limited to official business covered in this agreement and not for any other purpose, including any personal benefit or gain.

14. **Original Document; Authenticity; Waiver of Objection to Admission into Evidence.**
The parties acknowledge that a signed copy of this Agreement (and any referenced documents) transmitted via email through the use of a .pdf file, photocopy, facsimile, or other process of complete and accurate reproduction and transmission, shall be deemed an original including the signatures affixed thereto. Furthermore, Applicant hereby waives any objection to the admission of a copy of this Agreement (and any referenced documents) into evidence, at any legal proceeding arising out of any claim pertaining to this Agreement (and any referenced documents) based on authenticity or the best evidence rule within the Illinois Rules of Evidence.

By: _____
Leonetta Rizzi, Executive Director
McHenry County Mental Health Board

By: _____
Independent Contractor

FEIN: 46-3486920

Date: _____

Date: _____

Attachments:

Attachment 1 – Independent Contractor Code of Ethics

Attachment 2 – Business Associate Agreement

ATTACHMENT I

INDEPENDENT CONTRACTOR CODE OF ETHICS

As an independent contractor for the Mental Health Board, I pledge to:

Maintain the highest standards of professional and personal conduct.

Strive for personal growth in my field.

Support the mission and values of the agency.

Work cooperatively with all MHB personnel in performing the contracted services.

Maintain loyalty to MHB in performing the contracted services.

Uphold all laws, policies, procedures, and regulations relating to the services provided.

Refrain from developing personal relationships with individuals seeking service at the Mental Health Board.

Maintain the confidentiality of all information that I have access to in the performance of services.

Improve the public understanding of the role of behavioral healthcare.

Refrain from using my position with respect to this engagement for personal gain.

Report issues that may result in breach of confidentiality, law/regulation, or risk to individuals or agencies.

This code of ethics for staff members has been adopted to promote and maintain the highest standards of personal conduct and professional standards among its members.

Signature

Date