

INDEPENDENT CONTRACTOR AGREEMENT for DECEDENT REMOVAL SERVICES

This Independent Contractor Agreement (the “Agreement”) is made and entered into this __ day of _____, 2024, by and between the COUNTY OF MCHENRY, ILLINOIS, a body politic, located at 2200 North Seminary Avenue, Woodstock, Illinois 60098 (“County”) and Compassion Funeral Services, an Illinois Corporation, with its principal place of business located at 6606 Waterford Drive, McHenry, IL, 60050 (“Contractor”) and sets forth the terms and conditions under which Contractor agrees to perform certain services as set forth below.

1. Scope of Work. Contractor shall be responsible for performing such services as the parties shall from time to time agree (the “Services”). The specific services to be rendered from time to time shall be set forth in a separate service order (a “Service Order”) and each Service Order shall be in the form set forth in Exhibit “A”, attached hereto and incorporated herein. The terms and conditions of this Agreement shall apply to each Service Order; provided, however, in the event of any conflict between the provisions of this Agreement and the provisions of a Service Order, the provisions of the Service Order shall take precedence.
2. Term. This Agreement shall be effective and binding from the date of its execution through December 1, 2027, with the option for renewal provided to Contractor, with an option extension being effective and binding through December 1 2028.
3. Fees. County shall pay fees to Contractor for Contractor’s performance of Services hereunder as set forth in the applicable Service Order. Contractor shall submit an itemized invoice for the Services performed with sufficient detail to allow County to review and confirm the Services performed and the number of hours expended by Contractor. The Contractor will email charges/statement to an email(s) address designated by the Coroner’s Office, every Saturday weekly charges occur. The County shall pay to Contractor the amount agreed upon no later than 30 days from date of service. Any amount gone unpaid past 30 days of service shall be charged a monthly interest rate of 1.5% per month at the Contractors discretion. Contractor shall not incur any expenses or costs on behalf of the County or in performing the Services unless the County specifically authorizes in advance such expenses or costs in writing.
4. Relationship of the Parties. In performing Services hereunder, Contractor shall always act as an independent contractor and not as an agent or employee of County. The Services shall be completed to the satisfaction of County; however, the actual details of the Services shall be under Contractor’s control. Contractor is required to make appropriate filings with the taxing authorities to account for and make all payments required by local, state, and federal authorities, including without limitation, income tax and social security payments. Contractor shall also comply, at its expense, with all applicable provisions of workers compensation laws, unemployment compensation laws, social security laws, the Fair Labor Standards Act and all other applicable federal, state and local regulations relating to the terms and conditions of employment required to be fulfilled by an employer. Contractor further agrees to indemnify and hold County harmless for all claims made by

the above-mentioned authorities resulting from performance of Services by Contractor hereunder or otherwise arising out of Contractor's breach of the obligations contained in this paragraph

5. Ownership of Work Product. Contractor agrees that all work product produced by Contractor hereunder, including, without limitation, all reports and other documents ("Work Product") shall be deemed to be works made for hire under U.S. copyright laws and that all right, title, and interest in and to the Work Product shall be the sole property of County and County shall have the exclusive right to the copyrights on the Work Product. To the extent that the Work Product is not deemed to satisfy the requirements for a work made for hire under U.S. copyright laws, Contractor hereby assigns to County all copyrights to the Work Product and agrees to execute any additional documents requested by County to further such assignment at no additional cost to County. Contractor warrants that the Work Product Page 2 of 6 shall not infringe the patent, copyright or other intellectual property or proprietary right of any third party and agrees to defend, indemnify, and hold County harmless against any such third-party claim.

6. Confidential Information. Each party agrees to maintain in confidence and not disclose to any other person or entity or utilize, directly or indirectly, any Confidential Information disclosed by the other party in connection with this Agreement or the discussions and negotiations leading thereto except information which is (i) already known and not received from the other party in the course of negotiating or fulfilling this Agreement, (ii) information which becomes generally available to the public through no fault of the party who wishes to utilize the information, (iii) information received from a non-party who has the right to disclose such information without breaching any obligations to the other party, or (iv) information which a party is legally obligated to disclose. "Confidential Information" means any information that a party designates as confidential or which the receiving party knows or has reason to know is confidential. Each party shall use the same precautions to prevent disclosure to third parties of such information as it uses with its own Confidential Information, but in no event less than a reasonable degree of care. Disclosure of Confidential Information shall be permitted if such disclosure is in response to a valid order of a court or other governmental body of the United States or any political subdivision thereof or is otherwise required to be disclosed by law (including the Freedom of Information Act). Contractor agrees to waive all potential claims or causes of action against the County and its employees arising out of the County's disclosure of Contractor's Confidential Information when such disclosure is made pursuant to the Freedom of Information Act.

7. Non-solicitation of Employees. The parties agree not to solicit, hire or otherwise employ or engage in any manner whatsoever directly or indirectly during the term of this Agreement and for a period of one year thereafter any person who is or was the other party's employee or subcontractor without the express written consent of the other party. The parties hereto believe that actual damages in the event of a violation will be difficult to determine and, therefore, agree that either party violating this provision shall pay the other party the sum of one year's direct salary for each person involved as liquidated damages and not as a penalty. This Paragraph is not intended to restrict the rights of any employee of either party to seek and obtain or engage employment or engagement by the other party by their own initiative or in response to publicly posted employment advertisements.

8. Indemnification. Each party (in such capacity the “Indemnifying Party”) hereby agrees to defend, indemnify and hold harmless the other party (in such capacity the “Indemnified Party”) and any of its subsidiaries and affiliates and the respective officers, directors and employees of each of the foregoing entities from and against all claims, demands, liabilities, losses, damages, suits, judgments, costs and expenses (including reasonable attorney’s fees and costs of defense) in any manner arising out of or resulting from performance of the Services contemplated herein, provided that any such claim, demand, liability, loss, damage, suit, judgment, cost or expense (1) is attributed to bodily injury, sickness, disease or death of any person, or to damage to or destruction of tangible property, including the loss of use resulting therefrom, and (2) is caused by any act or omission of the Indemnifying Party, its employees or agents, any approved subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.
9. Insurance. During the term of this Agreement, Contractor shall maintain insurance coverage that complies with the insurance requirements set forth on the attached County of McHenry Service Provider Insurance Requirements, a copy of which is attached hereto and incorporated herein by reference.
10. Notice. Any notice or other writing required by this Agreement shall be deemed to have been given when mailed by U.S. Mail, postage prepaid, or when personally delivered, to the addresses set forth in the first paragraph hereof.
11. Entire Agreement. This Agreement and any Service Order constitute the entire agreement between County and Contractor. It supersedes all prior contemporaneous communications, representations, or agreements, whether oral or written, with respect to the subject matter thereof and has been induced by no representations, statements, or agreements other than those herein expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced in writing and signed by the party sought to be bound thereby.
12. Governing Law and Venue. The parties agree this Agreement has been executed and delivered in Illinois and that their relationship and any and all disputes, controversies or claims arising under this Agreement shall be governed by the laws of the State of Illinois, without regard to conflicts of laws principles. The parties further agree that the exclusive venue for all such disputes shall be the Circuit Court of the 22nd Judicial Circuit of McHenry County, Illinois, and the parties hereby consent to the personal jurisdiction thereof.
13. Compliance with Laws. Each party hereto covenants and agrees to comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations.
14. Non-Appropriation of Funds. This Agreement is made subject to available budgetary appropriations and shall not create any obligation on behalf of the County more than such appropriations. In the event that no funds or insufficient funds are appropriated and budgeted, this Agreement shall

terminate without penalty or expense to the County once all outstanding balances to the Contractor have been paid in full.

15. Assignment and Subcontracting. This Agreement shall not be assigned by Contractor without prior written approval of the County, subject to such conditions and provisions as the County may deem necessary in its sole and absolute discretion. No such approval by the County of any assignment shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the County in addition to the total agreed upon price. Approval by the County of an assignment shall not be deemed a waiver of any right accrued or accruing against Contractor. No assignee of Contractor shall assign this Agreement without prior written approval of the County. This Agreement shall be binding upon the parties and their respective heirs, successors, and assigns. Furthermore, Contractor shall not enter into any subcontract with any agency or individual with respect to the performance of Services under this Agreement without the written consent of the County. Such consent County may grant, condition, or withhold in County's sole discretion.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth above.

The County of McHenry

Compassion Funeral Services

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

EXHIBIT A
SERVICE ORDER
Effective Date: December 1, 2024

In accordance with the Independent Contractor Agreement between the County of McHenry, Illinois (“County”) and Compassion Funeral Services (“Contractor”), this Service Order describes the services, schedule, and charges for Contractor’s services on the project known as:

DECEDENT REMOVAL SERVICES

County Authorized Representative

Name: Dr. Michael Rein

Email: mrrein@mchenrycountyil.gov

Contractor Authorized Representative

Name: Christopher M. Cepeda

Email: chris.cepeda@compassionfs.com

SERVICES and FEES:

Provide decedent removal services. Response time to be within 60-90 minutes of notification. Additional services may be required. Service and fees to be mutually agreed upon by both parties.

1. **Standard one (1) person removal: \$215.00**
A single CFS employee will always be sent for McHenry County Coroner removals unless otherwise requested by the Deputy Coroner. The dispatching Deputy Coroner or a delegated agent of the coroner’s office will act as the second person for any service request unless a second Compassion Funeral Service employee is requested. A second person can be requested by the dispatching Deputy Coroner or delegated agent for unusual circumstances.
2. **Standard two (2) person removal: \$265.00**
3. **Bariatric removal: \$295.00**
4. **Mileage charge: \$1.25 per loaded mile over 15 miles within McHenry County (Compassion Funeral Service to provide acceptable documentation to the Coroner’s/Auditor’s office for any mileage over 15 miles, for proof of activity for payment purposes.) Both parties agree that Google Maps will be used for mileage purposes of billing. Anything over 15 miles is billed accordingly. If multiple routes are given, the lowest mileage will be chosen for billing purposes.**
5. **Additional staff: \$78.00 per extra employee. CFS requires an extra team member for any case weighing over 300lbs, or for cases reaching close to 300lbs which involve stairs or other obstacles. The County authorizes the use of extra team members, as needed, to help fulfill calls in a timely manner.**
6. **Additional stop: \$78.00 per stop. This is typically for a stop at the hospital for X-rays but is not limited to this.**

7. **Advanced decomposition: \$99.00** (includes disaster pouch/bag). Four (4) of the following conditions must be present to qualify a case as “advanced decomposition”:
 - a. Skin discoloration
 - b. Reported time elapsed between death and dispatch is over 48 hours
 - c. Permeating smell
 - d. Severe edema/bloating/distention
 - e. Severe dehydration
 - f. Insect activity
 - g. Heavy skin slip
 - h. Excessive body fluid

8. **Disaster pouch/bag: \$47.00 additional.** The disaster pouch/bag will be supplied by the McHenry County Coroner’s office, but if CFS is required to supply, there will be an additional cost of \$47.00 each.

9. **Wait time over one (1) hour: \$78.00** CFS requests that all calls are dispatched to their teams once the deputy’s investigation has taken place and the body is cleared for release.

Acceptance of the terms of this Service Order is acknowledged by the following signatures of the Authorized Representatives.

The County of McHenry

Compassion Funeral Services

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

County of McHenry
Service Provider Insurance Requirements

At Contractor's sole expense, Contractor shall be required to maintain at all times, for the duration of this Agreement, insurance coverage issued by a company or companies qualified to do business in the State of Illinois with a Best's Rating of A or higher and with a Best's financial size category of Class XIV or higher, in the following types and amounts:

- A. Commercial General Liability in a broad form, to include, but not limited to, coverage for the following where exposure exists: Bodily Injury and Property Damage, Premises/Operations, Independent Vendors, Products/Completed Operations, Personal Injury and Contractual Liability;
 - limits of liability not less than: \$500,000 per occurrence and \$1,000,000 in the aggregate;
- B. Business Auto Liability to include, but not be limited to, coverage for the following where exposure exists: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership; limits of liability not less than:
 - \$1,000,000 per occurrence combined single limit for: Bodily Injury Liability and Property Damage Liability;
- C. 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 for each incident.
- D. Professional Liability Insurance with \$1,000,000 per occurrence and \$1,000,000 in aggregate.

Contractor agrees that with respect to the above-required insurance that County 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 fifteen (15) days prior to the expiration or cancellation of any such policies. The contractual liability arising out of the Agreement shall be acknowledged on the Certificate of Insurance by the insurance company.

In addition to being named as an additional insured on the Certificate of Insurance, each liability policy shall contain an endorsement naming County as an additional insured. A copy of the endorsement shall be provided to County along with the Certificate of Insurance.

County shall be named as an additional insured and the address for certificate holder must read exactly as:

County of McHenry, a body politic
2200 N. Seminary Avenue
Woodstock, IL 60098

Insurance Notices and Certificates of Insurance shall be provided to:

McHenry County, Purchasing Department
Email: purchasing@mchenrycountyil.gov
2200 N. Seminary Avenue, Room 200
Woodstock, Illinois 60098