

## INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (the "Agreement") is made and entered into this **1st day of January, 2025**, by and between the **McHenry County Board of Health** having its principal place of business at the McHenry County Government Center, a body politic, located at 2200 North Seminary Avenue, Woodstock, Illinois 60098 ("Department") and **Irfan Hafiz, MD**, with his/her principal place of business located at **9385 Nicklaus Lane, Crystal Lake, IL 60014** ("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 and Termination. This Agreement shall be effective and binding from the date of its execution for an initial term ending on **December 31, 2025**, unless terminated earlier pursuant to the terms hereof. Department may terminate this Agreement upon thirty (30) days prior written notice to Contractor. In the event of such termination, Department shall be liable only for payment in accordance with the fee provisions of this Agreement for Services rendered prior to the effective date of the termination. Termination of this Agreement shall not be deemed to affect Contractor's obligations with respect to Paragraphs 6, 7 and 8.
3. Fees. Department 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 Department to review and confirm the Services performed and the number of hours expended by Contractor. The Department shall pay to Contractor the amount agreed upon no later than 30 days from receiving such invoice. Contractor shall not incur any expenses or costs on behalf of the Department or in performing the Services unless the Department specifically authorizes in advance such expenses or costs in writing.
4. Relationship of the Parties. In performing Services hereunder, Contractor shall at all times act as an independent contractor and not as an agent or employee of County of McHenry (County) or of the Department. The Services shall be completed to the satisfaction of Department; 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 his/her 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 and the Department harmless for any and 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 Department and Department 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 Department all copyrights to the Work Product and agrees to execute any additional documents requested by Department to further such assignment at no additional cost to Department. Contractor warrants that the Work Product 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 and Department 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 any and all potential claims or causes of action against the County and its employees arising out of the County or Department's disclosure of Contractor's Confidential Information when such disclosure is made pursuant to the Freedom of Information Act.

Each party shall comply with the Health Insurance Portability and Accountability Act (HIPAA).

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. 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.
10. Entire Agreement. This Agreement and any Service Order constitute the entire agreement between Department 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.
11. 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 22<sup>nd</sup> Judicial Circuit of McHenry County, Illinois, and the parties hereby consent to the personal jurisdiction thereof.
12. Compliance with Laws. Each party hereto covenants and agrees to comply with all applicable federal, state, and local laws, codes, ordinances, rules and regulations.
13. Non-Appropriation of Funds. This Agreement is made subject to available budgetary appropriations and shall not create any obligation on behalf of the County or Department in excess of 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 or Department thirty (30) days after written notification of termination from the Department.
14. Assignment and Subcontracting. This Agreement shall not be assigned by Contractor without prior written approval of the Department, subject to such conditions and provisions as the Department may deem necessary in its sole and absolute discretion. No such approval by the Department of any assignment shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the Department in addition to the total agreed upon price. Approval by the Department 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 Department. 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 Department. Such consent Department may grant, condition or withhold in Department's sole discretion.

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

**McHenry County Board of Health**

**Contractor**

By: \_\_\_\_\_  
 Melissa H. Adamson  
 Public Health Administrator  
 as authorized Agent for the  
 McHenry County Board of Health

By: \_\_\_\_\_  
 Irfan Hafiz, MD

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

SERVICE ORDER  
EFFECTIVE DATE: January 1, 2025

In accordance with the Independent Contractor Agreement between the McHenry County Board of Health (“Department”) and Irfan Hafiz, MD (“Contractor”), dated **January 1, 2025**, this Service Order describes the services, schedule, and charges for Contractor’s services on the project known as:

**TB Clinical Medical Director**

Department Authorized Representative

Contractor Authorized Representative

Name:	Melissa H. Adamson	Name:	Irfan Hafiz, MD
Mailing Address:	2200 N. Seminary Ave.	Mailing Address:	9385 Nicklaus Lane
City, State, Zip	Woodstock, IL 60098	City, State, Zip	Crystal Lake, IL 60014
Phone #:	815-334-4510	Phone #:	(630)338-3233
Fax #:	815-334-4635	Fax #:	
Email address:		Email address:	<a href="mailto:Irfan.hafiz@nm.org">Irfan.hafiz@nm.org</a>

**SERVICES:**

1. Services shall include, but not necessarily be limited to:
  - a. Reviewing policies and procedures regarding TB care and treatment services.
  - b. Providing clinical services as a Pulmonary Disease Specialist in the provision of TB care and treatment.
  - c. Providing consultation on matters pertaining to TB care and treatment.
  - d. Contractor shall make himself available at such times as may be reasonably agreed between Contractor and the Department.
2. The County of McHenry shall provide Contractor with Medical Malpractice Insurance for the term of this agreement. The Medical Malpractice Insurance is limited to Contractor’s role as Medical Director for the TB Clinic within the Department’s Nursing Division and limited to the services to be provided by Contractor as outlined in this agreement.
3. Medical licenses required by the State, Federal, or local government will be maintained for the duration of the agreement. A copy of the current license shall be provided to the Department. The Contractor shall notify the Department immediately of any adverse actions related to said license such as, but not limited to, revocation, suspension, cancellation, or termination.

**FEES:**

In consideration of the above services, Department shall pay Contractor a fee of **\$250.00 per hour**. Billings shall be in fifteen (15) minute increments for periods of time of direct clinical service. Contractor will submit an itemized invoice with itemization acceptable to the Department on a monthly basis, to facilitate reimbursement. Cost shall not exceed the amount of **\$7,000 per year**.

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

**McHenry County Board of Health**

**Contractor**

By: \_\_\_\_\_  
Melissa H. Adamson  
Public Health Administrator  
As authorized Agent for the  
McHenry County Board of Health

By: \_\_\_\_\_  
Irfan Hafiz, MD

Date: \_\_\_\_\_

Date: \_\_\_\_\_