



## SERVICES AGREEMENT

THIS SERVICES AGREEMENT (“Agreement”) is entered into as of October 28, 2024 (“Effective Date”) between MGT Impact Solutions, LLC (“MGT”), with offices located at 4320 West Kennedy Boulevard, Tampa, FL 33609, and the McHenry County Department of Public Health (“Client”), located at 2200 N. Seminary, Woodstock, IL 60098 collectively referred to herein as the “Parties.”

- 1. THIS AGREEMENT.** The Parties enter into this Agreement to set forth the general terms and conditions that will govern MGT’s provision of services to Client.
- 2. TERM.** The term of this Agreement shall commence on the Effective Date and will continue until completion of Services.
- 3. SCOPE.** The following Services shall be provided: MGT will lead a confidential and independent investigation into designated employee matters. The scope of work includes conducting interviews with selected employees, reviewing pertinent documentation, and gathering necessary information to ensure a thorough examination of the issues at hand. MGT will ensure all processes adhere to best practices in human resources and will closely coordinate with the McHenry County Human Resources Director and the Department of Public Health Administrator to obtain necessary guidance and direction. Throughout the investigation, MGT will provide regular updates on progress and key findings to ensure all parties are informed and aligned with procedural expectations. At the conclusion of the investigation, MGT will develop a thorough final report that identifies the process and outlines any pertinent findings and recommendations.
- 4. COST & EXPENSES.** The hourly rate is \$195 with a total ESTIMATED number of hours ranging from twenty-five to forty (25 – 40) including review of written materials, two days of on-site interviews, and issuance of a final report. If additional time is needed for follow-up investigation, MGT will provide Client with an estimate of additional hours and obtain Client’s consent prior to proceeding. MGT will obtain prior written approval related to any expenses.
- 5. FEES AND PAYMENT.** All invoices submitted by MGT to Client shall be due and payable within thirty (30) days of receipt.
- 6. LOCATION.** MGT will perform the Services virtually except for the two days of on-site interviews.
- 7. INSURANCE.** During the Term of this Agreement MGT will maintain standard insurance coverage with Certificates of Insurance to Client upon request.
- 8. LIMITATION OF LIABILITY.** MGT shall not be held liable for factors outside of its reasonable control, including but not limited to losses or damages as a result of Client’s provision of inaccurate data. To the extent permitted by law, except for actions or claims resulting from MGT’s Gross negligence or intentional or willful misconduct, MGT’s total aggregate liability to Client shall be limited to the amount of compensation paid by Client to MGT under this Agreement in the twelve (12) months prior to the action giving rise to liability.
- 9. CONFIDENTIALITY.** Each party shall maintain in confidence and protect from unauthorized disclosure all information exchanged between the Parties that is reasonably understood under the circumstances to be confidential, (“Confidential Information”). Confidential Information may be disclosed only to third parties with a need-to-know for the performance of Services and who are bound



by confidentiality obligations no less restrictive than those herein.

**10. MODIFICATION.** This Agreement shall only be modified by written amendment signed by the Parties.

**11. NON-DISCRIMINATION/EQUAL EMPLOYMENT PRACTICES.** Neither party shall unlawfully discriminate or permit discrimination against any person or group of persons in any matter prohibited by federal, state, or local laws.

**12. NOTICES.** All legal notices required by this Agreement are deemed to have been given when notices are both (1) delivered by email to the email address below, and (2) following such email delivery, a mailed copy of the notice is delivered to the mailing address below.

**To MGT:**

Name: MGT Impact Solutions, LLC

ATTN: Legal Notice/Contracts  
Address: 4320 West Kennedy Blvd.  
Tampa, FL 33609

Email: [contracts@mgt.us](mailto:contracts@mgt.us)

**To Client:**

Name: McHenry County Department of  
Public Health

ATTN: Melissa Adamson  
Address: 2200 N. Seminary  
Woodstock, IL 60098

Email: [MHAdamson@mchenrycountyil.gov](mailto:MHAdamson@mchenrycountyil.gov)

**13. THIRD PARTY BENEFICIARIES.** Nothing in this Agreement is intended or shall be construed to confer upon any person or entity, other than the Parties hereto and their successors or assigns, any rights or remedies under or by reason of this Agreement.

**IN WITNESS WHEREOF,** the Parties hereto have executed this Services Agreement.

**MGT IMPACT SOLUTIONS, LLC**

**MCHENRY COUNTY DEPARTMENT OF  
PUBLIC HEALTH**

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Name:  
Title:  
Date:

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Name: Melissa Adamson  
Title: Public Health Administrator  
Date: