

1 SIEGER-WALLS, LLC  
2 CONSULTING SERVICES AGREEMENT

3 THIS CONSULTING SERVICES AGREEMENT (this "Agreement") is made and entered  
4 into as of December 1, 2024 (*effective date*) by and between the between the County of  
5 McHenry, Illinois, a Body Politic located at 2200 North Seminary Avenue,  
6 Woodstock, Illinois 60098, ("County"), and Sieger-Walls, LLC, a Missouri Limited Liability  
7 Company ("*Sieger-Walls*") doing business as "Wellbeing in Action" P.O. Box 210696 St.  
8 Louis, MO. 63121. County and Sieger-Walls each may be referred to as a "Party" or  
9 together, the "*Parties*."

10  
11 WHEREAS, Sieger-Walls provides consulting services specializing in the areas of public  
12 health, behavioral health, workforce training, leadership development, team building,  
13 program evaluation, and grant writing and

14  
15 WHEREAS, the County desires to engage Sieger-Walls as a consultant.

16  
17 NOW THEREFORE, in consideration of the mutual promises herein, and for other good  
18 and valuable consideration (the receipt and sufficiency of which is hereby  
19 acknowledged), the Parties agree as follows:

- 20  
21 1. **Scope of Services.** Sieger-Walls will perform the services (the "*Services*") for the  
22 County as described in a Statement of Work ("*SOW*") executed under this  
23 Agreement. The *Services* may result in work product produced by Sieger-Walls for  
24 County (each a "*Deliverable*," and collectively, the "*Deliverables*"). Each *SOW*  
25 executed under this Agreement will be attached hereto as part of **Exhibit A**. Each  
26 *SOW* will identify the services Sieger-Walls will perform and provide specifications,  
27 schedules for the *Services* and *Deliverables*, and compensation terms. If there is a  
28 conflict between the *SOW* and this Agreement, the terms and conditions of this  
29 Agreement prevail.  
30  
31 2. **Payment.** In consideration for providing the *Services*, the County will pay Sieger-  
32 Walls at the rate indicated in Exhibit A. Unless otherwise provided in a *SOW*, Sieger-  
33 Walls will submit to the County monthly invoices detailing the fees that Sieger-Walls  
34 believes are due under this Agreement. The County will pay all invoices within thirty  
35 (30) days of receipt via check or direct deposit. All invoices will be submitted to the  
36 County via email at [kascimeca@22ndcircuit.illinoiscourts.gov](mailto:kascimeca@22ndcircuit.illinoiscourts.gov). Sieger-Walls will be  
37 entitled to suspend the provision of any *Services* if the County fails to pay any  
38 amounts when due hereunder and such failure continues for ten (10) days following  
39 written notice thereof. Where applicable, Sieger-Walls's reasonable expenses

40 incurred in connection with the Services provided herein will be reimbursed. Sieger-  
41 Walls will send an invoice of any such expenses and, at County's request, provide  
42 evidence of such expenses to County.  
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44 3. **Term.** This Agreement will commence on the Effective Date and will continue in  
45 effect for four years, unless this Agreement is terminated or amended earlier in  
46 accordance with Section 4 below. If the term of a SOW extends beyond the  
47 termination of this Agreement, or the Parties execute additional SOWs after the  
48 termination of this Agreement, this Agreement will be automatically extended for the  
49 term of such a SOW.  
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51 4. **Early Termination.** Either Party may terminate this Agreement with thirty (30) days  
52 prior written notice for any or no reason. Once Sieger-Walls has received such a  
53 termination notice, it will immediately stop performing all Services (unless otherwise  
54 directed by County in writing), and County will have no further payment obligation to  
55 Sieger-Walls other than for fees and expense reimbursements for Services performed  
56 before such termination.  
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58 County shall have one hundred twenty (120) days after each election of County Board  
59 members to terminate the Contract without cause and without penalty.  
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61 The parties' confidentiality and indemnification obligations set forth in this Agreement  
62 shall survive the termination of this Agreement.  
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64 This Agreement is made subject to available budgetary appropriations and shall not  
65 create any obligation on behalf of the County in excess of such appropriations. In the  
66 event that no funds or insufficient funds are appropriated and budgeted, this  
67 Agreement shall terminate without penalty or expense to the County thirty (30) days  
68 after written notification of termination from the County.  
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70 5. **Confidential Information.**

71 5.1. In performing their obligations under this Agreement, the Parties may have  
72 access to or use the other Party's Confidential Information (as defined  
73 below). The Parties agree to keep secret and confidential and not to use for  
74 the benefit of or disclose to any third party any of the other Party's  
75 Confidential Information.

76 5.2. The Parties acknowledge and confirm that, before and or after the Effective  
77 Date of this Agreement, they may exchange "**Confidential Information**":  
78 certain data and other information (whether in human or machine-readable  
79 form) that comes into each other's possession or knowledge and which was  
80 obtained from, for, or on behalf of the other Party. This Confidential

81 Information includes, but is not limited to: (i) all compilations of information,  
82 ideas, trade secrets, inventions, know-how, correspondence, designs,  
83 drawings, files, formulae, lists, machines, maps, methods, models, notes or  
84 other writings, plans, records, regulatory compliance procedures, reports,  
85 schematics, specialized or technical data, documentation, and software used  
86 in connection with the development, marketing and sale of the other Party's  
87 business; (ii) financial, sales, marketing or organizational data relating to the  
88 other Party or to the industry or other areas pertaining to the other Party's  
89 activities and contemplated activities; (iii) the other Party's relations with its  
90 prospective and current clients, customers, and suppliers, and the proposed  
91 or actual nature and type of products or services rendered to such clients or  
92 customers; (iv) the other Party's relations with its employees and  
93 independent contractors (including, without limitation, salaries, job  
94 classifications, and skill levels); and (v) any other information treated by the  
95 other Party as confidential, secret and/or proprietary (including, without  
96 limitation, information provided by clients or customers). Notwithstanding  
97 the foregoing, Confidential Information does not include information which:  
98 (i) is or becomes publicly available other than as a result of a disclosure by a  
99 Party in violation of this Agreement, (ii) is or becomes available to a Party on  
100 a non-confidential basis from a third party who is not prohibited from  
101 disclosing such information to the Party by a legal, contractual, or fiduciary  
102 obligation, or (iii) is independently developed by a Party without reference  
103 to the Confidential Information.

104 **5.3. Compelled Disclosure of Confidential Information.** In the event that a  
105 Party ("*Disclosing Party*") is requested or required to disclose any of the  
106 other Party's Confidential Information, the Disclosing Party will promptly  
107 provide the other Party with written notice of any such request or  
108 requirement, so that the other Party may seek a protective order or other  
109 appropriate remedy or waive compliance with the provisions of this  
110 Agreement. If the Disclosing Party is nonetheless, in the opinion of  
111 Disclosing Party's legal counsel, legally compelled to disclose Confidential  
112 Information, the Disclosing Party, without liability hereunder, will disclose  
113 only that portion of the Confidential Information that Disclosing Party's  
114 counsel advises is legally required.

115 **5.4. Reproduction of Confidential Information.** The Parties will not copy,  
116 reproduce, or otherwise use any papers, records, reports, studies, computer  
117 printouts, equipment, tools or other property owned by the other Party  
118 except as expressly permitted by the other Party in writing or as required  
119 for the performance of the Services.

120 **5.5. Return of Records.** The Parties agree that all files, letters, memoranda,  
121 reports, records, data, disks, electronic storage media, sketches, drawings,

122 notebooks, program listings, or other written, photographic, electronic, or  
123 tangible material containing the other Party's Confidential Information  
124 (collectively, "**Records**") that will come into a Party's custody or possession  
125 under this Agreement, will be and are the exclusive property of the other  
126 Party. All Confidential Information and Records will be used only in the  
127 performance of the Services. All Records or copies thereof will be promptly  
128 delivered to the other Party (i) upon any written request by the other Party,  
129 and (ii) in any event, upon the termination of this Agreement.

130 5.6. **Customers and Suppliers.** The Parties agree that their obligations in Section  
131 5 also extend to confidential information of the other Party's customers,  
132 clients, or employees, and any subsidiaries and affiliates of the Party.  
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134 6. **Publicity.** The County grants Sieger-Walls the right to represent that it provides the  
135 Services to the County. As partial consideration for the fees charged to County  
136 hereunder, County will serve as a marketing reference for Sieger-Walls at Sieger-  
137 Walls's discretion. For these purposes, County grants Sieger-Walls the right to use  
138 County's trade name, trademarks, and logo, subject to reasonable use restrictions  
139 agreed upon between the Parties.  
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141 7. **Ownership Rights to Deliverables, Intellectual Property, and Materials.**

142 7.1. **Intellectual Property.** Sieger-Walls will have sole ownership of Sieger-Walls  
143 Intellectual Property Rights (as defined below) incorporated into any  
144 Services or Deliverables prepared for and/or provided to the County. Any  
145 improvements or modifications to the Intellectual Property Rights that are  
146 used, improved, modified, or developed as a result of the Services are the  
147 sole and exclusive property of Sieger-Walls and will be assigned to Sieger-  
148 Walls. For purposes of this Agreement, "**Intellectual Property Rights**" means  
149 any and all rights, titles, and interests (including all patents, patent  
150 registration, copyright, trademark, trade name, service mark, service name,  
151 trade secret, or other proprietary right arising or enforceable under any  
152 United States federal or state law, rule or regulation, non-United States law,  
153 rule or regulation or international treaty) in any technology, system,  
154 invention, medium, or content, including print, pictures, photographs, video,  
155 marks, logos, designs, drawings, artistic and graphical works, music, speech,  
156 computer software and documentation, any other works of authorship and  
157 any form, method or manner of expression or communication.

158 7.2. **License.** Subject to the terms and conditions of this Agreement, including  
159 County's payment obligations in Section 2, Sieger-Walls hereby grants to  
160 County a worldwide, perpetual, royalty-free, irrevocable license for the  
161 Deliverables solely for County's internal business purposes (the "**License**").  
162 This License is non-exclusive, except the County will have an exclusive

163 license for any Deliverables specifically modified or customized for the  
164 County by Sieger-Walls, as specified in the SOW. Nothing in this  
165 Agreement will be deemed to grant the County any express or implied  
166 license for any reason besides the License.

167 **7.3. County Information and Materials.** All information and materials, including  
168 computer software, provided to Sieger-Walls by County in connection with  
169 the Services, including modifications, changes, and derivatives thereto, are  
170 and will remain the property of County or its licensors, who will retain all  
171 intellectual property rights therein.

172 **7.4. Indemnification; Injunctive Relief.** County hereby agrees to indemnify and  
173 hold harmless Sieger-Walls, its owners, officers, managers, employees, and  
174 agents from and against any claim, demand, cause of action, and judgment  
175 (including attorneys' fees and reasonable court costs) by any third party  
176 arising out of any infringement or claim of infringement of any patent, trade  
177 secret, copyright or other intellectual property right based on the use of  
178 County's materials. The Parties further acknowledge and agree that the  
179 damages resulting from any breach of the foregoing covenants may be  
180 intangible in whole or in part and that each Party is entitled to seek specific  
181 enforcement, injunctive relief, and other equitable remedies in addition to  
182 monetary damages and legal remedies, and the Parties hereby stipulate to  
183 the entering of such injunctive relief enforcing the provisions of this Section  
184 7. Each Party hereby waives any bond or similar requirements for granting  
185 such injunctive relief.  
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187 **8. Warranties of Company.** Sieger-Walls's performance under this Agreement will be  
188 conducted with due diligence and in full compliance with the professional standards  
189 for Sieger-Walls's industry. Sieger-Walls will comply with all applicable laws, rules,  
190 and regulations while performing the Services. EXCEPT AS SPECIFICALLY STATED  
191 IN THIS SECTION 8, AND TO THE MAXIMUM EXTENT PERMITTED BY  
192 APPLICABLE LAW, SIEGER-WALLS MAKES NO REPRESENTATIONS OR  
193 WARRANTIES OF ANY KIND AND DISCLAIMS ALL OTHER WARRANTIES, EITHER  
194 WRITTEN OR ORAL, EXPRESSED OR IMPLIED, OR ARISING FROM A COURSE OF  
195 PERFORMANCE OR DEALING OR TRADE USAGE, INCLUDING, WITHOUT  
196 LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS  
197 FOR A PARTICULAR PURPOSE.

198 **8.1. Insurance.** Sieger-Walls agrees to maintain commercial general liability at  
199 all times, for the duration of this Agreement, insurance coverage issued by a  
200 company or companies qualified to do business in the State of Illinois with a  
201 Best's Rating of A or higher and with a Best's financial size category of Class XIV  
202 or higher, for Professional Liability Insurance with \$1,000,000 per occurrence and  
203 \$1,000,000 in aggregate.

204 Sieger-Walls agrees that with respect to the above required insurance that County  
205 shall be provided with Certificates of Insurance evidencing the above-required  
206 insurance, prior to commencement of the Agreement and thereafter with  
207 certificates evidencing renewals or replacements of said policies of insurance at  
208 least fifteen (15) days prior to the expiration or cancellation of any such policies.  
209 The contractual liability arising out of the Agreement shall be acknowledged on  
210 the Certificate of Insurance by the insurance company.

211  
212 In addition to being named as an additional insured on the Certificate of Insurance,  
213 each liability policy shall contain an endorsement naming County as an additional  
214 insured. A copy of the endorsement shall be provided to County along with the  
215 Certificate of Insurance.

216  
217 County shall be named as an additional insured and the address for  
218 certificate holder must read exactly as:

219  
220 County of McHenry, a body politic  
221 2200 N. Seminary Avenue  
222 Woodstock, IL 60098

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224 Insurance Notices and Certificates of Insurance shall be provided to:

225  
226 McHenry County, Purchasing Department  
227 2200 N. Seminary Avenue, Room 200  
228 Woodstock, Illinois 60098

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230 **9. Limitations on Liability.**

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232 **9.1. NO CONSEQUENTIAL DAMAGES.** IN NO EVENT SHALL EITHER PARTY  
233 BE LIABLE TO THE OTHER, WHETHER IN CONTRACT, TORT  
234 (INCLUDING NEGLIGENCE), WARRANTY OR OTHERWISE, FOR ANY  
235 INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR  
236 PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES  
237 FOR LOSS OF PROFITS) ARISING OUT OF OR RELATING TO THIS  
238 AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF  
239 SUCH DAMAGES.

240 **9.2. LIMITATION OF LIABILITY.** EACH PARTY'S LIABILITY FOR DAMAGES  
241 FOR ANY CAUSE, AND REGARDLESS OF THE FORM OF ACTION,  
242 INCLUDING WITHOUT LIMITATION CONTRACT, TORT, FRAUD,  
243 COMPUTER MALPRACTICE, PRODUCTS LIABILITY, AND STRICT  
244 LIABILITY, SHALL NOT EXCEED THE FEES PAID BY THE COUNTY TO  
245 SIEGER-WALLS UNDER THE SOW THAT GIVES RISE TO THE LIABILITY.

246 9.3. **EXCEPTIONS TO LIMITATION OF LIABILITY.** THE FOREGOING  
247 LIMITATIONS OF LIABILITY SHALL NOT APPLY TO CLAIMS ARISING  
248 FROM (i) A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS  
249 AGREEMENT PURSUANT TO SECTION 11, (ii) A BREACH BY A PARTY OF  
250 ITS CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT, or (iii)  
251 A PARTY'S GROSS NEGLIGENCE OR WILLFUL OR FRAUDULENT  
252 MISCONDUCT, INCLUDING, BUT NOT LIMITED TO, COUNTY'S  
253 INFRINGEMENT OR MISUSE OF THE LICENSE GRANTED HEREIN, OR OF  
254 SIEGER-WALLS'S INTELLECTUAL PROPERTY.  
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256 **10. Indemnification.** Each party (in such capacity the "Indemnifying Party") hereby  
257 agrees to defend, indemnify and hold harmless the other party (in such capacity the  
258 "Indemnified Party") and any of its subsidiaries and affiliates and the respective  
259 officers, directors and employees of each of the foregoing entities from and against  
260 all claims, demands, liabilities, losses, damages, suits, judgments, costs and expenses  
261 (including reasonable attorney's fees and costs of defense) in any manner arising out  
262 of or resulting from performance of the Services contemplated herein, provided that  
263 any such claim, demand, liability, loss, damage, suit, judgment, cost or expense (1) is  
264 attributed to bodily injury, sickness, disease or death of any person, or to damage to  
265 or destruction of tangible property, including the loss of use resulting therefrom, and  
266 (2) is caused by any act or omission of the Indemnifying Party, its employees or  
267 agents, any approved subcontractor, anyone directly or indirectly employed by any of  
268 them, or anyone for whose acts any of them may be liable.  
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270 Furthermore, Sieger-Walls agrees to defend, indemnify and hold County harmless from  
271 and against all claims, demands, liabilities, losses, damages, suits, judgments, costs and  
272 expenses (including reasonable attorney's fees and costs of defense) in any manner  
273 arising out of the infringement or alleged infringement of any United States patent,  
274 trademark, trade dress, copyright or other intellectual property arising out of the  
275 Services provided by the Sieger-Walls to County.  
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277 **11. General Provisions.**

278 **11.1. Independent Contractor.** Nothing herein contained will be deemed to  
279 create an agency, joint venture, partnership, or franchise relationship  
280 between the Parties. Sieger-Walls acknowledges that it is an independent  
281 Sieger-Walls to the County and is not authorized to act on behalf of the  
282 County. Sieger-Walls will be solely responsible for all its tax obligations  
283 arising from or relating to this Agreement, including but not limited to all  
284 city, state, and federal income taxes, social security withholding tax, and  
285 other self-employment tax incurred by Sieger-Walls. Sieger-Walls may

286 provide services to all other customers, including, but not limited to, those  
287 engaged in business similar to the business of the County.

288 11.2. **Force Majeure.** The performance of either Party under this Agreement may  
289 be suspended to the extent and for the period of time that such Party is  
290 prevented or delayed from fulfilling its obligations due to causes beyond its  
291 reasonable control (including, without limitation, acts of God, acts of civil or  
292 military authority including governmental priorities, strikes or other labor  
293 disturbances, fires, floods, epidemics, wars, terrorism, or riots), provided  
294 that the nonperforming Party uses commercially reasonable efforts to avoid  
295 or remove such causes of nonperformance and continues performance  
296 hereunder with reasonable dispatch as soon as such causes are removed.  
297 After thirty (30) consecutive days of suspension on the part of one Party,  
298 the other Party may, at its sole discretion, terminate this Agreement  
299 without further liability.

300 11.3. **Notices.** All notices, consents, requests, demands and other  
301 communications hereunder are to be in writing and are deemed to have  
302 been duly given or made: (i) when delivered in person, (ii) three (3) days  
303 after deposited in the United States mail, first class postage prepaid, (iii) in  
304 the case of overnight courier services, one business day after delivery to the  
305 overnight courier service with payment provided for, or (iv) in the case of  
306 facsimile or electronic transmission (such as e-mail), when sent, verification  
307 received; to the Parties at the following addresses:

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309 If to Sieger-Walls:  
310 Sieger-Walls, LLC  
311 Attn: Dr. Jesse Sieger-Walls  
312 P.O. Box 210696  
313 St. Louis, MO. 63121  
314 jesse@wellbeing-in-action.com

315  
316 With copy to:  
317 Hunsinger Law Group, LLC  
318 205 N. Michigan Ave., Ste. 810  
319 Chicago, Illinois 60601

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321 If to County to:  
322 County of McHenry  
323 Attn: Kelly Scimeca  
324 2200 N. Seminary Ave  
325 Woodstock, IL 60098  
326 kascimeca@22ndcircuit.illinoiscourts.gov

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11.4. **Legal Fees.** Except as otherwise provided herein, all legal and other costs and expenses incurred in connection with this Agreement are to be paid by the Party incurring such costs and expenses. If Sieger-Walls or County brings suit to enforce the terms hereof or raises this Agreement as a defense in a suit brought by Sieger-Walls, the prevailing Party is entitled to recover its attorneys' fees and expenses.

11.5. **Entire Agreement.** This Agreement and the SOWs contain the Parties' entire understanding of the Services and supersedes all prior agreements and understandings, written and oral, between the Parties concerning such subject matter.

11.6. **Amendment; Waiver.** Any amendment, modification, supplement, or termination of any provision of this Agreement will only be effective unless the same is in writing and duly executed by the Parties to this Agreement. Any waiver of any provision of this Agreement and any consent to any departure from the terms of any provision of this Agreement is to be effective only in the specific instance and for the specific purpose for which given.

11.7. **Remedies.** Unless otherwise expressly limited in this Agreement, in the event of a breach by one Party, the other Party will be entitled to exercise all rights and remedies available to it at law or in equity, whether concurrently or separately, and the exercise of one remedy will not be deemed an election of such remedy or preclude the right to exercise any other remedy. Without limiting the generality of the foregoing, either Party may offset any fees it owes to the other Party against amounts it is otherwise owed.

11.8. **Assignment and Subcontracting.** This Agreement shall not be assigned by Sieger-Walls 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 Sieger-Walls. No assignee of Sieger-Walls 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, Sieger-Walls 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.

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- 11.9. **Successors and Assigns.** All provisions of this Agreement are binding upon, inure to the benefit of, and are enforceable by or against Sieger-Walls and County and their respective heirs, executors, administrators, or other legal representatives and permitted successors and assigns.
- 11.10. **Compliance With Laws**  
Each party hereto covenants and agrees to comply with all applicable federal, state, and local laws, codes, ordinances, rules and regulations.
- 11.11. **Governing Law and Jurisdiction.** The parties agree that any dispute, action, claim, cause of action, breach of contract, or other remedy or relief sought pursuant to the provisions of this Agreement shall be controlled and decided by the laws of the State of Illinois. The parties further agree that the appropriate venue for such disputes shall be the Circuit Court for the 22nd Judicial Circuit, McHenry County, Illinois.
- 11.12. **Arbitration.** Any claim or dispute arising between the Parties that cannot be resolved through negotiation shall be exclusively resolved through arbitration using one (1) arbitrator under the commercial rules of the American Arbitration Association or such other alternative dispute-settling forum approved in writing by both Parties. The venue for any arbitration shall be McHenry County, Illinois. The arbitrator shall be empowered to allow limited discovery and decide claims subject only to the limitations outlined in this Agreement and any subsequent arbitration agreement signed by both Parties hereto. The decision of the arbitrator and damages or equitable relief provided therein may be entered as a judgment in any court of competent jurisdiction.
- 11.13. **Severability.** Any provision of this Agreement which is prohibited, unenforceable, or not authorized in any jurisdiction is, as to such jurisdiction, ineffective to the extent of any such prohibition, unenforceability, or nonauthorization without invalidating the remaining provisions hereof, or affecting the validity, enforceability or legality of such provision in any other jurisdiction, unless the ineffectiveness of such provision would result in such a material change as to cause completion of the transactions contemplated hereby to be unreasonable.
- 11.14. **Survival.** Rights and obligations under this Agreement, which by their nature should survive, including, but not limited to, any warranties, indemnities, limitation of liabilities, and all payment obligations, will remain in effect after termination or expiration hereof.
- 11.15. **Interpretation.** The Parties hereto agree that this Agreement is the product of negotiation between sophisticated parties and individuals, all of whom were represented by, or had an opportunity to be represented by

408 legal counsel, and each of whom had an opportunity to participate in  
409 drafting each provision hereof. Accordingly, ambiguities in this Agreement,  
410 if any, will not be construed strictly or in favor of or against either Party but  
411 rather will be given a fair and reasonable construction.

412 11.16. **Counterparts.** The Parties may execute this Agreement on any number of  
413 separate counterparts, each of which will be deemed an original but all of  
414 which together will constitute one and the same instrument. Counterpart  
415 signature pages to this Agreement transmitted by facsimile transmission, by  
416 electronic mail in portable document format (.pdf), or by any other  
417 electronic means intended to preserve the original graphic and pictorial  
418 appearance of a document will have the same effect as physical delivery of  
419 the paper document bearing an original signature.

420 11.17. **NON-SOLICITATION**

421 Sieger-Walls hereby covenants and agrees with County that at all times  
422 during the term of this Agreement and for a period of one (1) year following  
423 the termination hereof for any reason whatsoever, Sieger-Walls shall not,  
424 directly or indirectly, on its own account nor on behalf of any other person  
425 or entity, solicit, interfere with, hire, engage or endeavor to entice away  
426 from County, in order to accept employment or enter into a working  
427 relationship with any such person, any person who is or was an employee of  
428 County at any time during the term of this Agreement. The parties hereto  
429 believe that actual damages in the event of a violation of this Paragraph 8  
430 will be difficult to determine and, therefore, Sieger-Walls agrees that upon  
431 any violation of this Paragraph 8, Sieger-Walls shall pay County the sum of  
432 one year's direct salary for each employee involved in a violation as  
433 liquidated damages and not as a penalty.

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435 This Paragraph is not intended to restrict the rights of any employee of  
436 either party to seek and obtain or engage employment or engagement by  
437 the other party by their own initiative or in response to publicly posted  
438 employment advertisements, job fairs or employment services, provided  
439 however that no solicitation of any kind occurs on the part of the hiring  
440 party.

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449 THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION THAT MAY BE  
450 ENFORCED BY THE PARTIES.

451  
452 IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the  
453 Effective Date written above.

454

455 COUNTY:  
456 McHenry County

SIEGER-WALLS, LLC:

457  
458 By: Kelly Scimeca  
459 Name: Kelly Scimeca, MA, LCPC  
460 Title: Director of Office of Special Projects  
461 Date: December 27, 2024

By: Jesse Sieger-Walls  
Jesse Sieger-Walls, PhD, MSW, LCSW  
Owner & Managing Principal  
Date: 12/27/24

462 EXHIBIT A

463

464 STATEMENT OF WORK

465 This Statement of Work ("SOW") adopts and incorporates the terms and conditions of  
 466 the consulting services agreement, which was entered into on the Effective Date  
 467 between Sieger-Walls, LLC, a Missouri Limited Liability Company ("*Sieger-Walls*") and  
 468 County of McHenry, Illinois, a Body Politic located at 2200 North Seminary Avenue,  
 469 Woodstock, Illinois 60098 ("*County*").

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471 The work to be performed by Sieger-Walls on behalf of the County shall be consultation  
 472 services requested by the County as part of its evaluation and implementation of the  
 473 SAMHSA-funded *Assisted Outpatient Treatment Program for Individuals with Serious*  
 474 *Mental Illness (AOT)* grant program.  
 475

Deliverables	Year 1	Year 2	Year 3	Year 4	Total
<b>Data Collection Infrastructure and Process Development and Monitoring</b>	\$10,000	\$7,000	\$7,000	\$7,000	\$31,000
Help the project director and staff set up and monitor the evaluation infrastructure for sampling, collecting, and monitoring program outcomes. As needed, create and oversee monthly and quarterly goals for enrollment and data gathering. Sieger-Walls oversee routinely data collection through requests for information from clinical providers service program clients. Support the development, implementation, and monitoring of quality care metrics. The additional costs in year 1 reflects the additional start-up effort not needed during the routine monitoring efforts in years 2 through 4.					
<b>Client-level and Program-Level Quantitative Analysis and Stakeholder Reporting</b>	\$8,000	\$32,000	\$32,000	\$32,000	\$112,000
Sieger-Walls will carry out continuous program performance assessments including outcome analyses, at a quarterly frequency pending data availability from SPARS and the County's EHR. Sieger-Walls will create and distribute reports for the PD, executive leadership, staff, and stakeholders on a minimum quarterly basis, as well as generate supplementary reports and presentations when needed. This activity will also involve helping the County incorporate findings into the CQI. The reduced costs in year 1 reflects the reduced effort not needed in year 1 because there will be less fewer quarters of data that will have sufficient data compared to effort in years 2 through 4.					

<b>Deliverables</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Total</b>
<b>Fidelity Evaluations (i.e., EBP fidelity assessments and other targeted assessments)</b>	\$15,000	\$15,000	\$15,000	\$15,000	\$60,000
Sieger-Walls will design and conduct program fidelity assessments of the program to help the County enhance service quality. Methods will involve on-site visit, with review of client records, examining organizational documents, conducting interviews with staff, clients, and key informants, facilitating focus groups, administering surveys, observing team meetings, and analyzing service data.					
<b>Support Disparity Impact Statement/CLAS Standards Monitoring</b>	\$8,000	\$5,000	\$5,000	\$5,000	\$23,000
Assist with the development and analysis needed to prepare the Disparity Impact Statement (DIS) and help monitor and report annual progress with toward the DIS goals. Participate in ongoing planning related to adhering to CLAS standards: e.g., Identifying training requirements and needs, creating and implementing a CLAS development plan. The additional costs in year 1 reflects the additional start-up effort not needed during the routine monitoring efforts in years 2 through 4.					
	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Total 1- 4</b>
<b>Total</b>	\$41,000	\$59,000	\$59,000	\$59,000	\$226,000

476  
 477 The County shall not unreasonably withhold or delay approval of project deliverables. If  
 478 any deliverable prepared by Sieger-Walls for the County is rejected by the County, the  
 479 County shall notify Sieger-Walls promptly in writing of the reasons for the rejection and,  
 480 provided the request is reasonable, Sieger-Walls shall promptly make reasonable  
 481 revisions to the rejected deliverable, without additional cost to the County.  
 482 This is a four and four-year grant year definitions.  
 483 - Year 1: 9/30/23 through 9/29/24  
 484 - Year 2: 9/30/24 through 9/29/25  
 485 - Year 3: 9/30/25 through 9/29/26  
 486 - Year 4: 9/30/26 through 9/29/27

487  
 488 **Sieger-Walls Team**

489 The Sieger-Walls contract involves a team of highly skilled professionals, including Ph.D.  
 490 and masters-level evaluators, coordinators, analysts, and program specialists. These  
 491 experts deeply understand quantitative and qualitative evaluation methods and have  
 492 extensive experience in community behavioral health infrastructure development. The  
 493 Sieger-Walls team is committed to providing all deliverables outlined in the subsequent  
 494 section. They are also subject matter experts in behavioral health services and  
 495 organizational analytic operations and practices.  
 496

497 Invoicing Schedule

498 Invoices will be submitted to the County for payment within 30 days of when services  
 499 are rendered. Payments are due 30 days from the invoice date according to the schedule  
 500 in the following table.

501

502 Year 1

Month	Calendar Year	AOT
Oct.	2024	-
Nov.	2024	-
Dec.	2024	\$ 4,100
Jan.	2025	\$ 4,100
Feb.	2025	\$ 4,100
Mar.	2025	\$ 4,100
Apr.	2025	\$ 4,100
May	2025	\$ 4,100
Jun.	2025	\$ 4,100
Jul.	2025	\$ 4,100
Aug.	2025	\$ 4,100
Sept.	2025	\$ 4,100
	<b>Total</b>	<b>\$41,000</b>

503

504 Year 2

Month	Calendar Year	AOT
Oct.	2025	\$ 4,916.66
Nov.	2025	\$ 4,916.66
Dec.	2025	\$ 4,916.66
Jan.	2026	\$ 4,916.66
Feb.	2026	\$ 4,916.66
Mar.	2026	\$ 4,916.66
Apr.	2026	\$ 4,916.66
May	2026	\$ 4,916.66
Jun.	2026	\$ 4,916.66
Jul.	2026	\$ 4,916.66
Aug.	2026	\$ 4,916.66
Sept.	2026	\$ 4,916.74
	<b>Total</b>	<b>\$59,000.00</b>

505

506 Year 3

Month	Calendar Year	AOT
Oct.	2026	\$ 4,916.66
Nov.	2026	\$ 4,916.66
Dec.	2026	\$ 4,916.66
Jan.	2027	\$ 4,916.66
Feb.	2027	\$ 4,916.66
Mar.	2027	\$ 4,916.66
Apr.	2027	\$ 4,916.66
May	2027	\$ 4,916.66
Jun.	2027	\$ 4,916.66
Jul.	2027	\$ 4,916.66
Aug.	2027	\$ 4,916.66
Sept.	2027	\$ 4,916.74
	<b>Total</b>	<b>\$59,000.00</b>

507  
508 Year 4

Month	Calendar Year	AOT
Oct.	2027	\$ 4,916.66
Nov.	2027	\$ 4,916.66
Dec.	2027	\$ 4,916.66
Jan.	2028	\$ 4,916.66
Feb.	2028	\$ 4,916.66
Mar.	2028	\$ 4,916.66
Apr.	2028	\$ 4,916.66
May	2028	\$ 4,916.66
Jun.	2028	\$ 4,916.66
Jul.	2028	\$ 4,916.66
Aug.	2028	\$ 4,916.66
Sept.	2028	\$ 4,916.74
	<b>Total</b>	<b>\$59,000.00</b>

509  
510 Additional Contract Issues

- 511 1. Siegers walls agrees that it is not entitled to worker's compensation benefits, and  
512 it is obligated to pay federal and state income tax on any moneys earned pursuant  
513 to this contractual relationship.
- 514 2. The parties agree that Sieger-Walls is not required to work exclusively for the  
515 County.
- 516 3. Unless agreed to otherwise, all deliverables will be provided in electronic format.

Sieger-Walls, LLC Consulting Services Agreement

517 IN WITNESS WHEREOF, the Parties hereto have executed this SOW as of the Effective  
518 Date.

519 COUNTY:

SIEGER-WALLS, LLC:

520 McHenry County

521  
522 By: Kelly Scimeca

523 Name: Kelly Scimeca, MA, LCPC  
524 Title: Director of Office of Special Projects

525 Date: December 27, 2024

By: Jesse Sieger-Walls

Jesse Sieger-Walls, PhD, MSW, LCSW  
Owner & Managing Principal

Date: 12/27/24

