

**VERMILION COUNTY MENTAL HEALTH BOARD
Contract**

Contract Year: FY2020 – 2021 Begin/End Date: 12/01/20 – 11/30/21

This Contract is by and between the **Vermilion County Mental Health Board**, hereinafter referred to as the “**Board**,” and **Hoopeston Multi-Agency**, hereinafter referred to as “**Provider**,” with principal address at 206 S. First St., Hoopeston, IL 60942.

The Board and Provider each agrees:

A. Type of Contract (Check one below)

- Grant
 Attachments Required: Program Plan X; Budget X; Rate Schedule _____;
 Other (specify): On File
- Purchase of Service / Fee for Service
 Attachments Required: Program Plan _____; Budget _____; Rate Schedule _____;
 Other (specify) _____
- Special Initiative
 Attachments Required: Program Plan _____; Budget _____; Rate Schedule _____;
 Other (specify) _____
- Consultation
 Attachments Required: Program Plan _____; Rate Schedule _____; Other _____
- Capital Improvement
 Attachments Required: Proposal _____; Budget _____; Other _____

B. Contract Boilerplate, all contracts:

1. This contract shall be effective December 1, 2020 and shall expire on November 30, 2021. Costs incurred prior to the effective date hereof, after the expiration date hereof, or after earlier termination pursuant to the provisions of the contract, shall not be paid by the Board. This contract and the exhibits hereto contained shall not be binding and enforceable unless signed by all parties, including the executive director of the Board and the President of the Board.
2. This is a **GRANT**. The mental health board will pay the provider the amount specified for each service. Should the actual number of clients or client hours per month for a

service be less than 85% of the projected number of clients per month set forth in the following schedule for more than two consecutive months, the VCMHB may renegotiate this contract. The VCMHB is not obligated to pay for clients or service hours in excess of this projected number.

PROGRAM	Projected # units	Monthly payment	Maximum payment per year
TOTAL		\$3,170.00	\$38,040.00

The Board reserves the right to decrease the maximum amount payable if:

1. Staff and or consultants are not hired within 30 days after the effective date of this Contract, or the projected hire date, or if a vacancy occurs.
2. Line items are not expended according to the schedule as evidenced in expense reports, if an acceptable amendment is not submitted within 30 days following the submission of the expense report.

Any funds that are not used or expended at the end of the Contract period in accordance with the terms and conditions of this contract shall be returned to the Board within 45 days after the expiration of this Contract.

3. Taxpayer Certification:

Under penalties of perjury, the person signing this Contract on behalf of the Provider personally certifies that 37-0963093 is the correct Federal Taxpayer Identification Number (FEIN); or, _____ is the correct Social Security Number for the Provider doing business as indicated below: (please check one).

(Note: Sole proprietorship must use Social Security Number)

Individual Sole Proprietorship Corporation
 Not for Profit Corp. Tax Exempt Org Partnership
 Governmental Entity Medical Health Care Services Provider Corp

4. Employment Status

Unless otherwise specified in the Contract, the Provider does not acquire any employment rights with the Board or Vermilion County by virtue of this Contract. Payments made are not subject to income tax withholding and do not entitle the Provider to any benefits afforded employees of the Board or Vermilion County.

5. Address Change

The Provider will provide written notice of any change(s) of principal office/ mailing address at least 30 days in advance of the change. Written notice of changes of name, ownership, taxpayer I.D. or taxpayer certification should be provided at least 45 days in advance and such changes will require new contracts to be written.

6. Services

In consideration of the mutual promises, covenants, and undertakings of the parties hereto, the Provider agrees to provide services as stipulated in the Program Plan attached hereto and incorporated herein by reference.

In the event of a conflict between the provisions of the Contract and the Program Plan, the provisions of the Program Plan apply.

7. Confidentiality

All records and other information obtained by the Provider concerning persons served under this Contract is confidential pursuant to State and Federal statutes, and shall be protected by the Provider from unauthorized disclosure.

8. Record Keeping and Monitoring

- a. The Provider is required to maintain books and records relating to the performance of this Contract and necessary to support amounts charged to the Board under this Contract. The books and records shall be maintained for a period of three years from the expiration date and final payment under the Contract.
- b. All books and records required to be maintained under subsection (a) of this paragraph shall be available for review and audit by the Board. The Provider is required to fully cooperate with any audit initiated by the Board.
- c. Failure of the Provider under this Contract to maintain the books and records required by subsection (a) of this paragraph shall establish a presumption in favor of the Board for the recovery of any funds paid by the Board for which the required books and records are not available.
- d. The Provider shall maintain all such other records as may be required by the Board.
- e. The Provider shall assist the Board in its functions of monitoring and evaluating performance under this Contract. The Provider shall allow Board employees total access to all records, financial and programmatic, relating to this Contract.
- f. The Provider's books of account shall be kept in accordance with the Standards of Accounting and Financial Reporting for Voluntary Health and Welfare Organizations, or other methods that are consistent with generally accepted accounting standards. Accrual accounting is required for all financial reporting.
- g. The Provider shall keep true and accurate financial records reflecting all financial transactions pursuant to this Contract.
- h. The Provider shall maintain time and attendance records for all staff whose salaries are funded in whole or in part pursuant to this Contract consistent with generally accepted business practices.
- i. Except in emergency situations, the Board will attempt to provide to the Provider five days notice of its intent to review financial and programmatic records relating

to this Contract, including, but not limited to, those records specified by this paragraph and all other parts of this Contract. Regarding those records related to this Contract, the Provider shall grant complete access to those Board employees or other qualified persons who are authorized by the Board or otherwise by law.

9. Payment

Obligations of the Board will cease immediately without penalty or further payment being required if in any fiscal year the tax that is levied, collected and paid into the "Community Mental Health Fund" is not sufficient for payment as delineated in the terms and conditions under this Contract.

The Board shall exercise the right to withhold monthly payments until required reports and/or forms are received and approved.

The Provider agrees that the Board reserves the right to correct any mathematical or computational error in the payment subtotals or total contract obligation.

10. Audit Requirements

The Provider shall submit an annual audit report to the Board within 180 days following the completion of the Provider's fiscal year.

All audited financial statements shall include a "Statement of Functional Revenues and Expenses by Program."

11. Cost/Service Reports

Within 30 days of the completion of each calendar quarter, the Provider will deliver to the Board a quarterly fiscal and service report using forms provided by the Board for that purpose.

12. Excess Revenue

If there is excess revenue remaining after all deficits have been satisfied, the Provider shall return those funds in accordance with existing Board rules and contractual obligations.

13. Termination

- a. Each party reserves the right to terminate this Contract at any time for any reason, upon 30 days written notice to the other party.
- b. This Contract shall be deemed to have been breached by the Provider if it fails to perform any material act mandated by this Contract; and, at that time the Board may terminate this Contract immediately upon notice. The termination shall be effective upon the date notice is mailed in a properly addressed envelope with postage prepaid and deposited in a United States Post Office or post office box or hand delivered to the Provider's principal address listed herein.
- c. Upon termination of this Contract, any equipment exceeding \$500 in value at the time of purchase which was purchased with Board funds shall be returned to the

Board within 90 days, unless otherwise agreed to in writing signed by the executive director or president of the Board.

- d. Upon premature termination of this Contract, the Provider shall return to the Board all revenues in excess of expenses as of the date of termination. Such return shall be by check payable to the Board, no later than 15 days after completion of the required audit.

14. Severability

In the event any provision of this Contract is declared void, voidable or otherwise unenforceable, then such provision, term or condition shall be severable from this Contract and this Contract shall otherwise be fully effective, binding and enforceable.

15. Meetings and Trainings

The Provider agrees to provide training to meet the training needs of the staff providing services under this Contract.

The Provider agrees to release the appropriate staff and/or administrative representative from duties and budget adequate funds to allow staff to attend trainings and/or meetings provided by the Board.

The Provider agrees to full participation in monthly meetings of the VCMHB Agencies Council meetings sponsored by the Board. Any Provider dealing with children and adolescents agrees to full participation in monthly meetings of LAN 25. The Provider will be represented at these meetings by the executive director or chief executive officer, or appropriate designee.

16. Personnel

The Provider attests that all personnel who directly provide services under this Contract are fully qualified to carry out their duties, and that all representations concerning Provider personnel (academic credentials, work experience, number of staff, etc.) are true and correct. If applicable to services under this Contract, the Provider shall remain in compliance at all times with the standards prescribed by state and federal law for the rendering of such services.

The Provider will develop job descriptions and staff development plans for all Board funded (total or partial) positions (including volunteers). Job descriptions will be kept on file at the Providers site and made available to Board staff upon request.

The Provider will notify the Board in writing of all staff changes. Notification must occur as soon as changes are anticipated or upon notification of resignation or termination.

17. Subcontracts

This Contract, or any part thereof, shall not be subcontracted, assigned or delegated without prior written consent of the Board.

Professional services subcontracted for shall be provided pursuant to a written contract, and shall be subject to all provisions contained in this Contract. The Provider shall remain responsible for the performance of any person, organization, or corporation with which it contracts.

18. Compliance with State and Federal Laws

This Contract, and all subcontracts entered into pursuant to this Contract, shall be governed by the laws of the State of Illinois and insofar as applicable, by related Federal laws and regulations. The provider agrees to timely comply with all Local, State and Federal laws, regulations and standards pertaining to the Program Plan and all other matters contained in this Contract.

The provider agrees to comply with all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as they pertain to covered treatment services including but not limited to: maintaining protected health information, disclosing protected health information, engaging in billing third parties for treatment services, providing notices of privacy to patients receiving treatment services through covered programs, and maintaining disclosure authorizations for patients enrolled in covered services. Further, the provider agrees to accept this contract as a business associate agreement with the Vermilion County 708 Mental Health Board for any and all disclosure of protected health information between the provider and the Vermilion County 708 Mental Health Board.

The Provider certifies that he/she is in compliance with all applicable Federal, State and Local laws protecting the civil rights of persons.

The Provider certifies that he/she is in compliance with the State and Federal constitutions, the Illinois Human Rights Act, the United States Civil Rights Act, and Section 504 of the Federal Rehabilitation Act. The Provider, its employees, and subcontractors shall comply with all applicable provisions of the following State and Federal laws and regulation pertaining to nondiscrimination and equal employment opportunity including but not limited to the delivery of services under this Contract and all subsequent amendments thereto:

- a. The Illinois Human Rights Act, as now or hereafter amended (775 ILCS 5/1 – 101 et seq.);
- b. Public Works Employment Discrimination Act “to prohibit discrimination and intimidation on account of race, creed, color, sex, religion, physical or mental handicap unrelated to ability, or national origin in employment agreements for public buildings or public works.” (775 ILCS 10/0.01 et seq.);
- c. The United States Civil Rights Act of 1964 (as amended), Section 504 of the Federal Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990

(42 U.S.C. 12101 et seq.) and Executive Orders 11246 and 11375 (Equal Employment Opportunity).

19. Liability

The Board assumes no liability for actions of the Provider or the Provider's employees under this Contract. The Provider agrees to hold the Board harmless against any and all liability, loss, damage, cost or expenses, including attorney's fees arising from acts or omissions of the Provider and/or its employees and/or subcontractors or from any violation of any of the state and federal laws and regulations, with which the Provider has certified he/she is in compliance.

20. Miscellaneous

- a. This Contract and the exhibits hereto contain all the terms and conditions agreed on by the parties and no other agreement regarding the subject matter of this contract shall vary the terms of this Contract unless in writing, signed by all of the parties.
- b. The Provider will seek and receive the Board's written approval through an amendment before making significant programmatic or budgetary changes.
- c. The exhibits applicable to this Contract are incorporated herein by reference on page 1 of the Contract.
- d. The Provider will cooperate with the Board in improving the system of care in Vermilion County by actively participating in the Board's collaboration and networking efforts through the Vermilion County Behavioral Health Providers and Vermilion County LAN 25 meetings.
- e. The Provider will sign the *VCMHB Agreement for Interagency Cooperation* attached to this contract.
- f. The Provider will cooperate with the Board in activities related to improvement and management of performance and attainment of desired outcomes associated with the services provided under this Contract.
- g. At a minimum, direct service providers funded on a grant basis will submit quarterly service reports in a format specified by the VCMHB. Said report will specify, at a minimum, unit(s) of service volume delivered for the period. Expected volume shall be written into the Program Plan.
- h. Agency governing boards must notify the VCMHB of all board meetings with the exception of executive sessions and provide the VCMHB with copies of approved minutes of all open meetings of the governing board. Agency will provide designated VCMHB staff and board members access to agency board meetings and facilities.

21. Other Required Certifications

- a. Drug Free Workplace – The Provider certifies that neither it or its employees shall engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this Contract and that the Providers shall comply with all provisions of the Drug-Free Workplace Act (30 ILCS 580/1 – 580/11).

- b. Bribery - The Provider certifies that he/she has not been barred from being awarded a contract or subcontract under Section 50-5 of the Illinois Procurement Code.
- c. Bid-Rigging/Bid Rotating Law - The Provider certifies that he/she has not been barred from contracting with a unit of State or Local government as a result of a violation of 720 ILCS 5/33E-3 & 5/34E-4 of the Illinois Criminal Code of 1961.
- d. Educational Loan – The Provider certifies that it is not barred from receiving State Agreements as a result of default on an educational loan (5 ILCS 385/1 – 385/3).
- e. International Boycott – The Provider certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Dept. of Commerce promulgated under the Act.
- f. Charitable Trust – If the provider is a charitable organization subject to the Charitable Trust Act (760-ILCS 55/1), or the Solicitation for Charity Act (225 ILCS 460/1), the Provider certifies that all information required by the statutes referenced herein has been filed with the Illinois Attorney General.
- g. Dues and Fees – The Provider certifies that it is not prohibited from selling goods or services to the State of Illinois because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them, for payment of their dues or fees to any club which unlawfully discriminates.
- h. Felony Conviction – If applicable, the Provider certifies that it has been more than one year after completion of a sentence served for a felony (30 ILCS 505/10/3).
- i. Pro-Children Act – The Provider certifies that he/she is in compliance with the Pro-Children Act of 1994 (Public Law 103-227) in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under 18 which services are supported by Federal or State government assistance (except portions of the facilities which are used for inpatient substance abuse treatment).
- j. Sexual Harassment – The Provider certifies that he/she will prohibit sexual harassment as defined by the Illinois Human Rights Act, 775 ILCS 5/2 – 101(E), and will not tolerate such conduct by its employees. Further, the Provider certifies that he/she has a written sexual harassment policy as required by the Illinois Human Rights Act (775 ILCS 5/2-105 (1994) and shall deliver to the Board a copy of such upon request.
- k. Health Care – The Provider agrees to take necessary precautions to guard against contagious and communicable diseases including “Recommendations for Risk Reduction” from the U.S. Center for Disease Control.

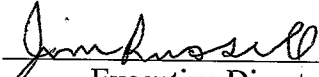
22. Assignment

The Provider understands and agrees that this Contract, or any portion of this Contract, may not be sold, assigned, or transferred in any manner and that any actual or attempted sale, assignment, or transfer without the prior written approval of the Board shall render this Contract immediately null, void and of no further effect.

23. Authority to Execute and Bind

The person(s) executing this Contract on behalf of the Provider acknowledges that he/she has read and understands the terms herein and hereby warrants that he/she has full power and authority to execute this Contract and bind the Provider. If the Provider is a corporation, the individual hereby warrants he/she has been granted such authority by resolution of the corporation's Board of Directors.

For the Vermilion County Mental Health Board – Recommended by:


Executive Director


VCMHB President

10/28/2020
DATE(s)

For the Provider:


Executive Director / or CEO


Provider Board President

10-30-2020
DATE(s)