

**INDEPENDENT CONTRACTOR AGREEMENT
BETWEEN Kleppin & Associates
AND THE VERMILION COUNTY MENTAL HEALTH
BOARD FOR PROFESSIONAL SERVICES
MENTAL HEALTH COUNSELING AT THE VERMLION COUNTY
JUVENILE DETENTION CENTER**

This Agreement is between Kleppin & Associates, located at 701 Devonshire Dr. Suite 201 Champaign, IL, (hereinafter Independent Contractor) and the Vermilion County Mental Health Board, 200 S. College, Suite A, Danville, IL 61832 (hereinafter VCMHB).

WHEREAS the VCMHB finds there is a need for the professional services (hereinafter Services) set forth in Article A, below; and

WHEREAS the Independent Contractor is a skilled licensed clinical professional counselor with 30 years of experience working with children, adolescents, and families and who has substantial working knowledge of the juvenile court system, DCFS, and mental health services in the community AND is ready, willing, and able to provide the Services set forth in Article A, below; and

WHEREAS the VCMHB is authorized to enter into the Agreement under the provisions of the Community Mental Health Act (405 ILCS 201/1, et al).

NOW, THEREFORE, for valuable consideration, it is agreed as follows:

ARTICLE A. SERVICES:

Independent Contractor agrees to provide the VCMHB with the following services and activities at the Vermilion County Juvenile Detention Center (hereinafter VCJDC):

THERAPY/COUNSELING-

**Treatment to promote emotional, cognitive, behavioral or psychological changes using psychotherapy theory and techniques consistent with State of Illinois Community Mental Health Services Service Definition and Reimbursement Guide- 07-01-07*

QUALIFICATION: Qualified Mental Health Professional

Specifically by:

1. Providing individual counseling to 8-10 juveniles per week, with priority given to those juveniles who are identified by the VCJDC staff or other mental health providers as being those with highest needs for counseling.
2. Utilizing cognitive-behavioral intervention as the best practice approach for working with the many behavioral issues and adolescents with multiple concerns.
3. Coordinate all services with VJDC staff and other community providers.
4. Attend the weekly meetings at the VCJDC for coordination of services.
5. Maintain appropriate case notes.

If the Independent Contractor is not able to perform any portion of the above mentioned services, Independent Contractor shall provide the Executive Director of the VCMHB immediate notice of such non-performance. In the case of specific events which are pre-scheduled, such notification of non-performance will be provided 5 days prior to the scheduled event. Said notice should be by telephone and in writing.

ARTICLE B. COMPENSATION.

1. Compensation Rate. The VCMHB shall pay Independent Contractor:
 - A. \$ 73.50 per hour for Services provided under this Agreement provided, however, and notwithstanding any terms to the contrary, the total compensation to be received by Independent Contractor under this Agreement shall not exceed \$27,285.
 - B. \$ 27,285 for Services provided under this Agreement pursuant to Article A.

No additional listed expenses will be reimbursed by the Vermilion County Mental Health Board.

It is understood that all miscellaneous expenses, including but not necessarily limited to travel expenses, insurance expenses, mailing or postage expenses incurred by Independent Contractor shall be deemed to be included within the above agreed upon Compensation Rate and shall not be separately billed to the VCMHB.

2. Compensation Dispensation. **Independent Contractor shall submit to the Executive Director of the VCMHB the Independent Contractor's Employer Identification Tax Number and an invoice for Services on a monthly basis.** All required documentation must accompany the payment request. Said invoice must be reviewed and approved by the VCMHB Executive Director prior to payment. Said approval shall not be unreasonably withheld. Payment shall be made in accordance with applicable provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 et al).

ARTICLE C. CONFIDENTIALITY.

All Services provided by Independent Contractor will be provided in accordance with ethical standards of accepted practices applicable to the VCMHB. The independent Contractor shall abide by the Illinois Mental Health and Developmental Disabilities Confidentiality Act, as amended (740 ILCS 110/1 et. seq.) and HIPPA policies and procedures (see Article F, paragraph 4.D below).

ARTICLE D. REVIEW.

Notwithstanding any terms to the contrary in this Agreement, the VCMHB may review the Services of Independent Contractor and retains the right to cancel or modify this Agreement on five (5) days written notice.

ARTICLE E. TERM.

The duties to be performed by Independent Contractor shall commence on **Dec. 1, 2022** and shall terminate on **Nov. 30, 2023**. Nothing in this agreement shall prevent the VCMHB and the Independent Contractor from entering into subsequent agreements for additional Services should the need for such Services be deemed necessary by the VCMHB.

ARTICLE F. MISCELLANEOUS.

1. Independent Contractor Status. Nothing in the Agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing the VCMHB to exercise control or direction over the manner or method by which Independent Contractor performs hereunder.

2. Personnel.

Independent Contractor warrants and represents:

- A. That he/she/it is a an individual legally authorized to do business in the State of Illinois; and
- B. That the person who is signing this Agreement is the Independent Contractor, the Independent Contractor does employ other individuals, that he/she is trained and qualified to provide such Services and that Independent Contractor shall not delegate nor assign Independent Contractor duties under this Agreement to any future employee without the written consent of the VCMHB. The Independent Contractor will provide documentation of all background and security checks as required by local, state and federal regulation. Independent contractor shall submit documentation of competency and/or education and/or licensure and/or certification upon request of VCMHB. Independent contractor shall cooperate as requested by the VCMHB.

3. Hold Harmless Clause. The Independent Contractor agrees to indemnify, save harmless and defend the VCMHB, its agents, servants, and employees, and each of them, against and hold them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorney's fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of or in connection with the Services covered by this Agreement. The foregoing indemnity shall apply except if such injury, death or damage is caused directly by the willful and wanton conduct of the VCMHB, its agents, servants, or employees or any other person indemnified hereunder.

4. Compliance With Laws.

- A. Independent Contractor shall abide by all federal, state and local statutes, ordinances, rules and regulations pertaining to, or regulating the provisions of such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules or regulations shall constitute a material breach of the Agreement, and shall entitle the VCMHB to terminate this Agreement immediately upon delivery of written notice of termination to the Independent Contractor.
- B. Independent Contractor shall comply with all applicable provisions of State and Federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:
- i. Public Works Employment Discrimination Act (775 ILCS 10);
 - ii. The United States Civil Rights Act of 1964 (as amended), (42 U.S.C. 2000a-2000h-6). (See also guidelines to Federal Financial Assistance Recipients regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002
 - iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); (Volume 67, Number 13, Pages 2671-2685)];
 - iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
 - iv. The Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.);
 - v. Executive Orders 11246 and 11375 (Equal Employment Opportunity) and Executive Order 13160 (2000) (Improving Access to Services for Persons with Limited English Proficiency);
 - vi. Charitable Choice - In accordance with Public Law 104-193, the Personal Responsibility and Work Opportunity Reconciliation Act of 1996.
- C. Independent Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith including, but not limited to, the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference.
- D. Independent Contractor certifies that it is in compliance with and shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, the Social Security Act 42 U.S.C. 1320d-2 through 1320d-7. Independent Contractor shall not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information.

5. Services Not Provided For. No claim for Services furnished by the Independent Contractor, not specifically provided in the Agreement, will be allowed by the VCMHB, nor shall the Independent Contractor do any work not covered by this Agreement, unless this is approved in writing by the VCMHB. Such approval shall be considered to be a modification of the Agreement.

6. Assignment. Independent Contractor shall not assign the Agreement to any other corporation, agency, or contractor without the express written consent of the VCMHB Executive Director. The VCMHB and Independent Contractor each binds itself, its successors, assigns and legal representatives to the representatives of such other party in respect to all covenants, agreements and obligations contained herein.

7. Controlling Law. This Agreement is to be governed by the laws of the State of Illinois and the parties agree that venue shall be in Vermilion County, Illinois.

8. Entire Agreement. This Agreement constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. No modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

9. Severability. If any clause or provision of this Agreement is determined to be illegal, invalid or unenforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

10. Equipment and Supplies. Independent Contractor shall provide its own equipment and supplies necessary to conduct its business. However, in the event that for its convenience or otherwise, the VCMHB makes any such equipment and/or supplies available to the Independent Contractor, use of such equipment or supplies provided by the VCMHB pursuant to this Agreement shall be strictly limited to official business covered in this agreement and not for any other purpose, including any personal benefit or gain.

Date: 11/15/22 Date: 11.15.22

Vermilion County Mental Health 708 Board

By: *Jim Russell*
Jim Russell, Executive Director

By: *[Signature]*
Independent Contractor

By: *[Signature]*
VCMHB Board President

FEIN, SSN: 263768406