

## **Independent Contractor Agreement**

This Independent Contractor Agreement (“Agreement”) is entered into by and between School District 45 (the “School District”), and Riley LLC D/B/A ReferralGPS (the “Contractor”).

This Agreement will become effective on the 1st day of November 2024 and will continue until the later date of April 30, 2026 or until Contractor has completed the last deliverable identified in Exhibits A and B.

**Section 1. Scope of Authority.** The School District will convey the sum of \$205,000 to Contractor for provision of mental health care (treatment credits) by Illinois-licensed qualified providers to eligible participants in the CARES program pursuant to the following schedule: on or before January 31, 2025 one lump sum payment of \$205,000. Contractor will expend the entirety of this sum on mental health care for eligible participants in the CARES Community Clinic and for no other purpose. All funds must be expended consistent with the terms of the Grant, and the Parties agree that the terms of the Grant define the scope of authority for the expenditure of this sum. Contractor’s failure to expend this sum for its allowed purpose and consistent with the terms of the Grant is a material breach for which the School District is entitled to terminate this Agreement immediately. In the event of breach of this provision of the Agreement, Contractor shall reimburse School District the full amount of funds improperly spent and School District shall be entitled to pursue all available remedies whether in law or in equity. Contractor will use best efforts to secure funds for treatment against misappropriation, fraud, waste and abuse. Contractor shall meet all obligations set forth in Exhibit A in the expenditure of these sums. Contractor shall maintain contemporaneous records related to the provision of mental health care to eligible participants. In addition to any audit under the Grant, School District shall have the right to examine and audit, or have an agent, accountant or other representative, examine and audit books, accounts, records, and other documents and material or equipment in Contractor’s possession or control related to the sums conveyed to Contractor and Contractor’s services under this Agreement and Exhibits A and B.

**Section 2. General Duties.** Contractor shall provide services in conformance with professional standards of a similar kind and as set forth in Exhibits A and B attached hereto. Contractor shall maintain adequate and contemporaneous financial records, supporting documents, statistical records and other records of services provided. The parties recognize that Contractor provides skill and expertise with respect to the identified services. Contractor will be responsible for meeting the identified deliverables and for reporting on the performance of the identified services. Aside from devoting such time as is necessary for the satisfactory performance of the services provided under this Agreement, Contractor is responsible for determining the method, details, and means of performing the services. Contractor is solely responsible for providing the tools necessary to perform the services. Contractor recognizes that the payments under this contract for services are made pursuant to the Grant as reimbursement for approved services. Contractor will not procure, obtain equipment, services or systems that uses telecommunications equipment or services covered by 2 C.F.R. § 200.216 as a substantial or essential component of any system or as critical technology of any system.

**Section 3. Nature of the Relationship.** In the performance of the services provided under this Agreement, Contractor shall be an independent contractor. Nothing in this Agreement shall be construed to create the relationship of employer and employee, principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Contractor shall be solely responsible for paying all applicable payroll or employment taxes, including but not limited to FICA, federal personal income tax, state personal income tax, and state disability tax. Contractor shall not be entitled to any of the rights and privileges established for School District's employees. Contractor shall not be eligible for any insurance coverage that is provided to School District employees, including but not limited to workers' compensation insurance.

Contractor retains the right to provide services to others during the term of this Agreement.

**Section 4. CARES Partner Program Fee.** In consideration for the services to be performed by Contractor for facilitation of care for community participants to include recruiting service providers and matching providers with community participants and upon receipt of an invoice identifying a detailed description of services addressing facilitation of care, School District will pay Contractor one lump sum payment of \$50,000 on or before January 31, 2025. Contractor's total fees under this Agreement for administrative facilitation of care will not exceed \$50,000. Contractor shall apply this fee for services in the manner indicated on Exhibit B and as supported by invoice.

Contractor bears any and all liability for employment taxes on any fees received under this Agreement.

In the event that this Agreement is terminated prior to expiration of the term, the Contractor shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed.

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor will disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

**Section 5. Confidential Information.** The Contractor acknowledges that it may, in performing the Services for the School District under this Agreement, have access to, receive, or be directly or indirectly exposed to certain information that is not generally known to others or that is protected under specific legal standards ("Confidential Information"). The Contractor will not use or disclose any Confidential Information or any finished or unfinished originals, documents, screens, reports, writings, procedural manuals, forms, source code, object code, work flow charts, methods, construction documents, processes, data, data studies, briefs, drawings, maps, files, records, computer printouts, papers, notes, designs, equipment descriptions, or other materials prepared or generated as a result of this Contract ("Work Product") without the prior written consent of the School District. The Contractor shall use at least the same standard of care in the protection of the Confidential Information of the School District as the Contractor uses to

protect its own confidential information, but in any event, such Confidential Information shall be protected in at least a commercially reasonable manner.

The Contractor agrees that any School District student personally identifiable information, including but not limited to student data, metadata, and user content, will be used solely for the benefit of the School District and for the exclusive purpose of performing the Services. The Contractor further agrees that it will not collect School District student information/data for any other purpose other than to perform the Services, including for any commercial, advertising, or marketing purpose, unless agreed to in writing by the School District. The Contractor will comply with the relevant requirements of the Family Educational Rights and Privacy Act (“FERPA”) (20 U.S.C. 1232g) and the Illinois School Students Records Act (“ISSRA”) (105 ILCS 10/1, et seq.) regarding the confidentiality of student “education records” as defined in FERPA and “school student records” as defined in ISSRA.

Any School District confidential information, which does not include records of individuals seeking or receiving therapy services, in the Contractor’s possession shall be returned to the School District when no longer needed for purposes for which they were provided, or at the District’s written request, they shall be permanently destroyed and the Contractor shall provide written confirmation to the School District upon the destruction of School District confidential information, including student records. Confidential Information can include information about specific students. The Contractor may disclose Confidential Information if consented to in writing by the School District, or if required pursuant to any judicial or administrative proceeding, but only after providing written notice to the School District of such potential release.

**Section 6. Dissemination of Information.** The Contractor shall not disseminate any information obtained in the performance or delivery of services for the School District to a third party without the prior written consent of the School District unless utilized for treatment delivery by a mental health treatment providing organization. The Contractor shall not issue publicity news releases or grant press interviews during or after the performance or delivery of the services, except as may be required by law or with the prior written consent of the School District. If the Contractor is presented with a request for documents by any administrative agency or with a *subpoena duces tecum* regarding any Confidential Information or Work Product which may be in the Contractor’s possession, the Contractor shall immediately give notice to the School District, with the understanding that the School District shall have the opportunity to contest such process by any means available prior to the submission of any documents to a court or other third party.

As an independent contractor of the School District, records in the possession of the Contractor related to this Agreement may be subject to the Illinois Freedom of Information Act (“FOIA”), 5 ILCS 140/5-1 et seq.; 5 ILCS 140/7(2). The Contractor shall within a reasonable time provide the School District with any such records requested in writing by the School District in order to timely respond to any FOIA request received by the School District. The School District will review all such records to determine whether FOIA exemptions apply before disclosing the records, such that information properly exempt as proprietary or prohibited from release by other laws or exempt for other reasons will not be released.

**Section 7. Records of Services.** Consistent with the terms of the Grant, Contractor agrees to retain all records related to services provided to the School District for a minimum period of two (2) years following final approval of close-outs under the Grant and to grant the Illinois State Board of Education, Attorney General, Office of the Inspector General, and/or Auditor General of the State of Illinois full access and the right to examine such records and documents, whether in hard copy or electronic, or any equipment which support the performance of services under this Agreement. In addition, Contractor shall maintain records to support the expenditure of the sums set forth in Section 1 consistent with Exhibit A and the terms of the Grant.

**Section 8. Indemnification.** Each party (the indemnitor) shall indemnify and hold harmless the other party employees, and its officers (and with the School District, its Board of Education), directors, and agents from and against any and all claims, losses, actions, damages, expenses and liabilities whatsoever of any kind or nature including reasonable legal fees resulting from the act or omission of the Indemnitor in connection with the Indemnitor's obligations under this Agreement. Contractor agrees to indemnify and hold harmless School District, its Board of Education, employees, officers, directors, and agents for any and all taxes, interest or penalties, including reasonable attorneys' fees, costs and other expenses incurred by School District, on account of any action against Contractor by any government agency as a result of Contractor's nonpayment of taxes on any amounts paid to Contractor pursuant to this Agreement.

**Section 9. Non-Infringement.** The Contractor warrants that no third party has any claim to any trademark, patent, or proprietary interest in any services Contractor provides to the School District. The Contractor will defend, hold harmless, and indemnify the School District against any claims brought by a third party against the School District to the extent based on an allegation that that any of the Contractor's products infringe any U.S. patent, copyright, trademark, trade secret, or other proprietary right of a third party.

**Section 10. Insurance.** During the term of this Agreement, Contractor agrees to maintain a comprehensive policy of liability insurance with a minimum limit of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000) general aggregate to cover any acts committed by Contractor or Contractor's employees or agents during the performance of any duties under this Agreement. Contractor further agrees to hold Company harmless from any and all claims arising from any such negligent act or omission committed by Contractor or Contractor's employees.

**Section 11. No Personal Liability.** No elected or appointed official or employee of the School District shall be personally liable, in law or in contract, to the Contractor as the result of the execution of this Agreement.

**Section 12. Conflict of Interest.** The Contractor represents and certifies that, to the best of its knowledge, (1) no School District employee or agent is interested in the business of the Contractor or this Agreement; (2) as of the date of this Agreement, the Contractor does not have any interest that would conflict in any manner or degree with the performance of the

obligations under this Agreement; and (3) neither the Contractor nor any person employed by or associated with the Contractor shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

**Section 13. Non-Discrimination and Whistleblower Protection.** In performing the Services under this Agreement, Contractor will comply with applicable laws prohibiting discrimination against individuals and groups. Whistleblower protections of 41 USC § 4712 apply to Contractor in relation to work performed under this Agreement. Contractor is prohibited from discharging, demoting or otherwise discriminating against an employee as a reprisal for disclosing to a protected entity under the Pilot Program for Enhancement of Contractor Employee Whistleblower Protection information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract, a gross waste of Federal funds, an abuse of authority relating to a Federal contract, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract).

**Section 14. Termination.** Notwithstanding any other provision hereof, either party may terminate this Agreement at any time upon thirty (30) days' written notice to the other party. Any such notice shall specify the cause upon which termination is based. The party alleged to be in default shall have such thirty (30) day period to rectify the cause specified in the notice of termination, and if such cause is not rectified within such thirty (30) day period, this Agreement shall thereupon automatically terminate; provided, however, that if such cause cannot reasonably be rectified within such period, this Agreement shall not automatically terminate as long as such party has commenced to rectify the cause within such thirty (30) day period and thereafter diligently and continuously proceeds to rectify such cause. It is understood and agreed by the parties that "cause" for termination subject to notice and cure under this Section shall include either party's material breach of any of its obligations under this Agreement. In the event of termination by the School District at its convenience, Contractor will identify for the School District any pending or scheduled treatment services within thirty days of the termination date for consideration for payment per Section 1 and Exhibit A. Any unspent funds will be returned immediately to the School District within 14 days of such final reconciliation.

School District may also suspend this Agreement, in whole or in part, for lack of available grant funding. Contractor is not authorized to perform any work without prior written approval upon receiving notice of suspension.

**Section 15. Amendment.** No amendment or modification to this Agreement shall be effective unless and until the amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.

**Section 16. Notice.** All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, or (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon

the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt.

Notices and communications to the School District shall be addressed to, and delivered at, the following address:

School District 45 DuPage County  
255 W Vermont St  
Villa Park, IL 60181

Notices and communications to the Contractor shall be addressed to, and delivered at, the following address:

ReferralGPS  
27W580 Warrenville Road  
Warrenville, IL 60555

**Section 17. Governing Laws.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois. Jurisdiction and venue for all disputes hereunder shall be the Circuit Court located in DuPage County, Illinois, or the federal district court for the Northern District of Illinois.

School District 45 DuPage County

REFERRALGPS

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

**Exhibit A**  
**Payment for Mental Health Services**

As an express condition of receiving the sum of **\$205,000** from School District for the provision of care (treatment credits) to eligible participants in the CARES Community Clinic, Contractor will meet the following requirements:

- To the extent clinically appropriate, ReferralGPS will provide a tiered system of treatment credits for district students and families based on the amount of funds allocated to the CARES ReferralGPS project. The tiered structure is as follows:
  - **Base Level:** Up to 200 treatment credits \$90,000 (\$40,000 in treatment credits + \$50,000 CARES Partner Fee = \$90,000)
  - **Level 1:** Up to 350 treatment credits for \$120,000 (\$70,000 in treatment credits + \$50,000 CARES Partner Fee = \$120,000)
  - **Level 2:** Up to 500 treatment credits for \$150,000 (\$100,000 in treatment credits + \$50,000 CARES Partner Fee = \$150,000)
  - **Level 3:** Up to 650 treatment credits for \$180,000 (\$130,000 in treatment credits + \$50,000 CARES Partner Fee = \$180,000)
  - **Level 4:** Up to 800 treatment credits for \$210,000 (\$160,000 in treatment credits + \$50,000 CARES Partner Fee = \$210,000)
  - **Level 5:** Up to 950 treatment credits for \$240,000 (\$190,000 in treatment credits + \$50,000 CARES Partner Fee = \$240,000)
  - **Level 6:** Up to 1,100 treatment credits for \$270,000 (\$220,000 in treatment credits + \$50,000 CARES Partner Fee = \$270,000)
  - **Boost:** Up to 50 treatment credits for \$15,000, this is a one-time credit Boost may be added to the contract. These credits hold the same expiration as the original executed contract.
- Treatment credits and their equivalents to care provided: (a) 50-minute individual therapy session (1 credit); (b) 75-minute individual therapy session (2 credits); medication management initial visit (5 credits); (d) medication management follow up visit (3 credits); (e) psychological testing (11 credits); (f) no show or late cancellation within 24 hours of appointment (1 credit).
- The treatment credits must be utilized within 18 months from the date of allocation. Any unused credits will expire after this period unless otherwise mutually agreed upon by both parties to extend the term. This model allows for flexibility in the provision of mental health services and support, ensuring that district students and families receive appropriate care while aligning the number of treatment credits with the financial resources allocated by the School District.
- Treatment will be provided by a qualified Illinois-licensed mental health practitioner in the local community.
- Agreements with providers for services will address the following terms:
  - Compliance with all applicable State and Federal laws and administrative rules, regulations and guidance applicable to the provision of mental health services and consistent with Grant
  - Provider will treat CARES Community Clinic participants according to and consistent with the licensure, training and professional standards appropriate to the services provided

- o Rate for services consistent with fair market value
- o Providers will maintain adequate professional liability and other insurance coverage
- o Right of assignment to the School District in the event of termination of this Agreement between Contractor and School District
- o Non-discrimination and Whistleblower Protection
- o Creation of contemporaneous records related to services provided
- o Retention of records for at least two (2) years following termination of services
- o Audit and examination rights including by School District and the Illinois State Board of Education
- o Provide documentation necessary or appropriate to support the delivery of Grant-compliant services
- Contractor will provide a quarterly accounting of funds spent and aggregate information regarding treatment provided
- Contractor will obtain any necessary authorizations and releases to facilitate School District's reporting needs
- Contractor will cooperate with School District in providing any additional accounting or reporting to comply with the Grant
- Contractor will meet with School District annually to review fund expenditures and any required amendments to the parties' Agreement
- Contractor will handle funds in a commercially-reasonable standard and in accordance with the Cash Management Improvement Act of 1990 (32 U.S.C. § 6501 et seq.)
- Contractor will maintain books, accounts, records and other documents or equipment related to the expenditure of funds for treatment, any requested or required reporting, and Contractor's services for the duration of the Agreement and for two (2) years thereafter, subject to audit and examination per the parties Agreement.



**Exhibit B**  
**CARES Program Partner Fee**

Contractor will provide facilitation of care services in support of the CARES Collaboration program, implementing services the under the terms of the Fiscal Year 2025 Stronger Connections Grant Program, CSFA Number: 586-18-3213 CSFA Title: Stronger Connections Grant CFDA Number: 84.424F CFDA Title: Student Support and Academic Enrichment Program (“Grant”). Contractor’s total fees under this Agreement for facilitation of care is **\$50,000**.

Contractor will be responsible for the following services:

- Facilitation of student mental health enhancement program per Exhibit A;
- Act as point of contact for clinical practices, families, students and schools for referral process;
- Initial telephonic triage with students and families requesting mental health services for purposes of navigation to appropriate treatment resource;
- Clinical practice selection criteria for mental health treatment providers situated within the school district service area;
- Interviewing clinical practices;
- Onboarding and management of clinical practices;
- Act as point of contact for clinical practices, families, students and schools;
- Reporting of aggregate statistics for facilitate mental health sessions; and
- Provide periodic reporting and timely updates at the request of School District in overseeing and administering the terms of the Grant.