

Independent Contractor Agreement

This Independent Contractor Agreement (“Agreement”) is entered into by and between School District 45 (the “School District”), and MNA Holdings, Inc. (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.

Section 1. General Duties. Contractor shall perform in conformance with the attached Exhibit A and in conformance with professional standards for performing services of a similar kind. 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 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 2. 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 3. Fee for Services. In consideration for the services to be performed by Contractor, and upon receipt of an invoice identifying a detailed description of services, School District agrees to pay Contractor a single lump sum payment of \$12,000 by January 31, 2025 and in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et seq. Contractor shall apply this fee for services in the manner indicated on Exhibit A and as supported by invoice.

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

School District shall reimburse Contractor for direct, out of pocket expenses incurred in the course of the performance of duties on behalf of School District to the extent itemized on Exhibit A or otherwise pre-approved by the School District as chargeable to the Grant. Such expenses shall be included on the invoices from Contractor along with copies of receipts. The parties agree that Contractor shall NOT be reimbursed for any travel expenses, including to or from School District, or for Contractor's routine business expenses. Contractor agrees to hold School District harmless from any and all claims arising from any loss, injury, or death that might result from Contractor's travel.

Section 4. 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 5. 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. 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 and its legal counsel, 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 6. 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 three (3) years following final approval of close-outs under the Grant and to grant the Illinois Department of Public Health, 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.

Section 7. 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 8. 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 9. Insurance. During the term of this Agreement, Contractor agrees to maintain a comprehensive policy of liability insurance with a minimum limit of Five Hundred Thousand Dollars (\$500,000.00) per occurrence and Five Hundred Thousand Dollars (\$500,000) general aggregate and Cyber and Data Risk Insurance in the Amount of Two Hundred Fifty Thousand (\$250,000) per occurrence and Two Hundred Thousand Dollars in the 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 10. 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 11. 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 12. 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 13. Termination. Notwithstanding any other provision hereof, either party may terminate this Agreement in writing with notice to the other party as outlined in Section 16 at any time. In the event that this Agreement is so terminated, 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. If Contractor terminates the Agreement, such termination shall be effective no earlier than fourteen (14) calendar days, unless mutually agreed by the parties.

Section 14. 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 15. Assignment. This Agreement may not be assigned by the School District or by the Contractor without the prior written consent of the other party.

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
255 W Vermont St.
Villa Park, IL 60181

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

MNA Holdings, Inc.
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

MNA HOLDINGS, INC.

By: _____

By: _____

Date: _____

Date: _____

Exhibit A
Scope

Contractor will provide Project Manager services in support 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 will be responsible for:

1. Hosting of co-branded CARES landing page for District families
2. Copywriting/Design of CARES landing page specific to the District
3. Providing and maintaining HIPAA certified forms for treatment requests in compliance with all HIPAA/HITECH requirements to include obtaining business associate agreements from clinical treatment providers
4. Deploying and Hosting technology for treatment request form routing and parent communication
5. Deploying technology for email/text messaging components with parents for post appointment feedback
6. Providing periodic reporting and timely updates at the request of District in overseeing and administering the terms of the Grant (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)