RESOLUTION 0302215

A RESOLUTION
TO APPROVE A CONTRACT FOR SERVICES BETWEEN HANOVER TOWNSHIP AND THE HANOVER TOWNSHIP MENTAL HEALTH BOARD RELATIVE TO THE PROVISION OF PSYCHIATRIC BACK-UP SERVICES

BE IT RESOLVED by the Supervisor and Board of Town Trustees of Hanover Township, Cook County, Illinois, as follows:

SECTION ONE: That the Contract for Services between the Township and the Hanover Township Mental Health Board (the "Agreement") for the provision of psychiatric back-up services, a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

SECTION TWO: The Township Supervisor and Township Clerk of Hanover Township are authorized to sign and attest, respectively, the Agreement on behalf of the Township.

SECTION THREE: ***SEVERABILITY.*** *If any section, paragraph or* provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

SECTION FOUR: **REPEALER.** All Township Ordinances, Resolutions, and parts thereof in conflict with or inconsistent with any of the provisions of this Resolution are hereby repealed to the extent they are inconsistent with this Resolution.

SECTION FIVE: **EFFECTIVE DATE.** This Resolution shall become effective upon its passage and approval as provided by law.

ROLL CALL VOTE: Supervisor McGuire, and Trustees Essick, Beattie, Martinez, and Moinuddin

AYES: 4 Supervisor McGuire and Trustees Essick, Martinez and Moinuddin

NAYS: 0

ABSENT: 1 Trustee Beattie

PASSED: March 2, 2021

APPROVED: March 2, 2021

Brian P. McGuire, Township Supervisor

ATTEST:

Katy Dolan Baumer, Township Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Township Clerk of Hanover Township, Cook County, Illinois, and that the foregoing is a true, complete and exact copy of resolution #0302215, enacted on March 2, 2021, and approved on March 2, 2021, as the same appears from the official records of Hanover Township.

Katy Dolan Baumer, Township Clerk

Contract for Services
FY 2022

This Contract made this 1st day of April, 2021 by and between Hanover Township ("Hanover Township" or the "Township") and the Hanover Township Mental Health Board, a division of Hanover Township, a township of Cook County and State of Illinois, (the "Mental Health Board"), and is subject to the provisions of the Township Code (60 ILCS 1/1-1, *et seq.*), the Community Mental Health Act (405 ILCS 20/1, *et seq.*), and the Illinois Municipal Budget Law (50 ILCS 330/1, *et seq.*).

RECITALS

A. The Mental Health Board has by recommendation of appropriation of its Board Members, adopted on January 26, 2021, recommended the allocation of a sum not to exceed $9,000 to be paid to the Hanover Township in consideration of the provision of psychiatric back-up services.

B. Hanover Township has adopted its FY 22 Budget and Appropriation Ordinance appropriating said $9,000 expenditure as provided above.

C. Hanover Township, in consideration thereof, is willing and able to provide such services, program and facilities.

It is hereby agreed by and between Hanover Township and the Mental Health Board as follows:

1. Hanover Township shall provide services to Hanover Township residents.

2. The Hanover Township Mental Health Board shall disburse to Hanover Township the allocation subject to the following:

   A. Allocations shall be made to Hanover Township upon electronic receipt of the Purchase of Services (Attachment A-1). The reimbursement rate will be as set forth on Schedule A, attached hereto and incorporated herein.

   B. Hanover Township shall report electronically to the Mental Health Board On its services rendered to Hanover Township residents on a form substantially similar to the Purchase of Services Form (Attachment A-1).

3. Hanover Township hereby represents to the Mental Health Board the following:

   A. No client or other person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any Hanover Township program, or activity, whether or not funded in whole or in part by funding through the Mental Health Board, on the ground of race, color, national origin, gender, age, religion or disability unrelated to ability.

B. Hanover Township is and shall remain in reasonable compliance with the federal requirements for physical facilities for the disabled. None of the Mental Health Board funds provided to Hanover Township hereunder shall be used, directly, or indirectly, for any partisan political activity, or to further the election or defeat of any candidate for any office, or for lobbying or propaganda purposes designed to support or defeat any legislation, either pending or proposed, before any governmental body.

C. Hanover Township shall determine the manner and method of delivering its services to the ultimate recipient, without direct supervision and control by the Mental Health Board.

4. Hanover Township shall also agree to provide information to the Mental Health Board Chief Administrative Officer (the "Administrative Officer") or his designee that is reasonably necessary to verify residency of clients served with funds provided by the Mental Health Board and to further verify that said services have in fact been provided to said clients, subject to the limitations set forth in the Mental Health and Developmental Disabilities Confidentiality Act (740 ILCS 110/1, *et seq.*) (the "Confidentiality Act") and other applicable law. Such information will uphold client confidentiality and will be arranged at a mutually agreeable time between the Administrative Officer and the Hanover Township staff.

5. Hanover Township agrees to issue publication of the financial support from the Mental Health Board in all literature and media of Hanover Township to the extent such literature and/or media pertains to services funded hereunder.

6. This Contract is subject to the continuing condition that the Hanover Township Board appropriates sufficient funds necessary to proceed with the service anticipated by this Agreement. If the Mental Health Board at any times finds itself lacking in such funds, or in reasonable anticipation of lack of same, the Mental Health Board may mail notice to Hanover Township to such effect, with an effective date of cancellation pursuant to such notice, rendering this Contract null and void in all respects.

7. If Hanover Township has expended any funds received from the Mental Health Board in violation of the Contract, or in violation of applicable federal, state, or local statute, ordinance, rule, regulation, or law, Hanover Township shall reimburse the Mental Health Board for any such funds. Violations may include but are not limited to the following:

A. Payments received by Hanover Township from the Mental Health Board for services rendered to any person who is found not a resident of Hanover Township.

B. Any payment received by Hanover Township as a result of any material misrepresentation or fraud contained in any statements, written or oral, made by Hanover Township or any of its agents, employees or contractors to the Mental Health Board.

8. Each party to this Agreement shall protect, indemnify and hold and save harmless the other party, its officers, officials, employees and volunteers against and from any and all claims, costs, causes, actions and expenses, including, but not limited to legal fees, incurred by reason of a breach of any obligations under, or default of, any provision of this Agreement, including, but not limited to, unlawful disclosure of any Confidential Information (as defined below).

9. Any release and/or disclosure of any record, confidential communication and/or other information and/or documentation hereunder in violation of the Confidentiality Act and/or other applicable federal, state and/or local law and/or regulation ("Confidential Information") shall be a material breach of this Agreement.

10. Hanover Township shall procure and maintain at all times covering the above insurance for comprehensive liability insurance with bodily injury liability limits (including all noted in above paragraph), not less than $1,000,000.00 per occurrence and $2,000,000.00 aggregate insuring Hanover Township, the Mental Health Board and their respective officers, officials, and employees. Such certificates shall state, specifically, that 30 days advance notice shall be given to Hanover Township in the event of cancellation of said policies. A certificate or certificates of insurance or copies of the policies shall be furnished to the Mental Health Board within 30 days of signing this Contract.

11. Any notices required hereunder shall be mailed by certified mail or delivered in person to the following address:

Hanover Township Mental Health Board
250 South Route 59
Bartlett, Illinois 60103
Attention: Chairperson

Hanover Township
250 South Route 59
Bartlett, Illinois 60103
Attention: Supervisor

12. Hanover Township shall not assign or transfer any interest or rights in this Contract or subcontract any of the services, programs or facilities to be provided hereunder without prior written consent of the Mental Health Board.

13. No modification or amendment of the provisions hereof, shall be effective unless in writing and signed by an authorized representative of each party hereto. The parties hereto expressly reserve the right to modify this Contract from time to time if in writing and by mutual agreement.

14. Each party to this Agreement acknowledges and agrees that it will comply with all applicable laws, rules and regulations promulgated by any federal, state, county, municipal, or any other governmental unit or regulatory body or court (Collectively, the "Laws") in performing their respective obligations, duties and/or acts required hereunder.

15. A. Notwithstanding any provisions herein to the contrary, this Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right of any kind whatsoever to any person and entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the Township and/or Mental Health Board and/or any of their respective officials, officers, employees, volunteers, and/or agents as to any claim, cause, and/or cause of action of any kind or nature whatsoever.

B. Notwithstanding any provision herein to the contrary, the insurance company, self-insurance pool provider, self-insured party, or similar entity of the party providing the indemnification shall be allowed to raise, on behalf of the other party, any and all defenses statutory and/or common law to such claim or action which the other party might have raised, including but not limited to defense contained within the Illinois Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101, *et seq.*).

16. **Miscellaneous**

A. This Agreement supersedes all prior agreements and understandings, both written and oral, of the parties to the subject matter hereof. This Agreement applies to and binds the successors and assigns of the Parties to this Agreement subject to the provisions of paragraph 12 above.

B. This Agreement may be executed in any number of counterparts, each of which when executed shall be deemed an original and all of which together shall constitute one and the same Agreement.

C. Changes in the number, gender and grammar of terms and phrases herein when necessary to conform this Agreement to the circumstances of the parties hereto shall in all cases, be assumed as though in each case fully expressed therein.

D. This Agreement shall be construed, governed and enforced according to the laws of the State of Illinois, and the exclusive venue for the Circuit Court of Cook County, Illinois.

E. In construing this Agreement, section headings shall be disregarded.

F. Time is of the essence of this Agreement and every provision contained herein.

G. If any clause, phrase, provision or portion of this Agreement or the application thereof, to any person or circumstances, shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Agreement, nor shall it affect the application of any other clause, phrase, provision or portion hereof to other persons or circumstances.

H. Each of the undersigned signing as an officer or agent on behalf of the respective party to this Agreement warrants that he or she holds such capacity as is specified beneath his or her name and further warrants that he or she is authorized to execute and effectuate this Agreement and that he or she does so voluntarily and in his or her official capacity.

I. Survival of Obligations. Expect as otherwise provided, any obligations and duties which by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, Sections pertaining to Indemnity shall survive the expiration f this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Contract the day and year first above written.

HANOVER TOWNSHIP MENTAL HEALTH BOARD

By _____
Chairperson

Attest:
_____
Secretary

HANOVER TOWNSHIP

By: _____
Township Supervisor

Attest:
_____
Township Clerk

SCHEDULE A

Psychiatric Service	Cost
Unit of Service	$100.00

In the event a Referred Patient misses an appointment with Independent Contractor and fails to cancel said appointment at least 24 hours before the scheduled appointment, the Independent Contractor may bill said Referred Patient an amount not to exceed $55.00. However, in no event shall the Township be liable for paying any fees and/or charges attributable to any missed appointments.

Attachment A-1

Purchase of Service Report

Agency:	Hanover Township Youth and Family Services		
Address:	250 S. Route 59 Bartlett, IL 60103		
Program:	505-4136 Psychiatric Services		
Period:	Oct 2021	**Status:**	Approved
Client:	284		
New Client?:	No		
City of Residence:	Streamwood		
Street Name:	xxxx		
Ethnicity:	Hispanic		
Gender:	Female		
Age:	13-17 years		
Service Unit:	Follow Up w Family		
Service Unit Rate:	$235.00		
Number of Service Units:	1.00	**Amount:**	$235.00

Purchase of Service Reports must be submitted in order to receive payment for services provided. Please use a client number associated with each client.