

## **AGREEMENT FOR PUBLIC HEALTH NURSE SERVICES**

**THIS AGREEMENT FOR PUBLIC HEALTH NURSE SERVICES** (hereinafter referred to as "Agreement") is entered into this \_\_\_\_\_ day of August, 2021, between the Village of Oak Park, Illinois, an Illinois home rule municipal corporation (hereinafter referred to as "Village"), and Kathleen Monty, R.N. (hereinafter referred to as "Contractor") (also hereinafter collectively referred to as the "parties").

### **RECITALS**

**WHEREAS**, the Village currently needs to retain the services of an independent contractor to provide public health nurse services for the Village due to the outbreak of COVID-19 disease in the State of Illinois (hereinafter referred to as "services"); and

**WHEREAS**, the Contractor previously provided such services for the Village on a part-time basis and is qualified and willing to provide such services to the Village pursuant to the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

### **SECTION 1 - CONTRACTOR RESPONSIBILITIES**

1.1. The Contractor shall provide public health nurse services for as long as this Agreement is in effect at the direction of the Village's Public Health Director. For purposes of this Agreement, the Contractor's email address is [monty426@yahoo.com](mailto:monty426@yahoo.com) and the Public Health Director's email address is [tchapple@oak-park.us](mailto:tchapple@oak-park.us). The Contractor shall be available to provide such services during the term of this Agreement for a total of up to twenty-six (26) hours per week or at such times as mutually agreed to by the parties.

1.2. The Contractor shall comply with any and all Village policies, rules, regulations, and ordinances applicable to Village contractors and shall comply with the Village's Drug Free Workplace Policy.

1.3. The Contractor shall provide her social security number to the Village for the purposes of providing payments to the Contractor and shall execute any and all applicable forms in order to receive payment for the services to be provided pursuant to this Agreement.

1.4. The Contractor shall prepare and submit in a timely manner all reports, forms, memos, and notes required by the Village for the performance of any services pursuant to this Agreement.

## **SECTION 2 - THE VILLAGE'S RESPONSIBILITIES**

2.1. The Village shall supply Contractor with all identification tags, necessary forms to record inspections, and any other documents required by the Village to perform services pursuant to this Agreement.

2.2. The Village shall guarantee access to, and make all provisions for, the Contractor to enter upon Village facilities to perform her services pursuant to this Agreement.

2.3. The Village's Health Director shall act as the Village's Representative with respect to the services to be performed under this Agreement. The Village's Public Health Director shall have complete authority to transmit instructions, receive information, interpret and define the Village's policies and decisions with respect to the services covered by this Agreement.

2.4. The Village shall give prompt written notice to the Contractor whenever the Village observes or otherwise becomes aware of any defect in the services provided pursuant to this Agreement.

## **SECTION 3 - PAYMENT FOR SERVICES**

3.1. The Village will compensate the Contractor at the rate of \$50.00 per hour for the services provided by the Contractor during the term of this Agreement. The total amount of compensation to be paid under this Agreement shall not exceed \$35,000.00.

3.2. Services shall be billed in tenths of an hour increments. All bills shall contain a detailed description of the work performed, the date upon which the work is performed, and the time billed for such work. The Contractor shall provide an invoice to the Village for work performed within 14 days of the last day worked. The Contractor's invoice shall provide the dates and hours worked and a request for the services rendered. The Village shall pay all approved portions of invoices for work performed pursuant to this Agreement within thirty (30) days.

## **SECTION 4 - TERM OF THIS AGREEMENT**

4.1. The Contractor shall provide the services set forth in this Agreement to begin on the last date of the execution of this Agreement as reflected below through December 31, 2021

4.2. The terms of this Agreement may be extended for additional periods of time as determined by the written agreement of the parties, duly executed as an amendment to this Agreement pursuant to the terms of Section 8 below.

**SECTION 5 - TERMINATION**

5.1. This Agreement may be terminated at any time by either party upon written notice delivered to the below-specified addresses or by hand delivery.

5.2. Mailing of such notice as provided shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

**SECTION 6 - INDEPENDENT CONTRACTOR**

6.1. The Contractor is and shall remain for all purposes an independent contractor and shall not be deemed an employee of the Village nor shall she be entitled to any separate payment of salary, wages, or any employee benefits available to employees of the Village.

**SECTION 7 – NO ASSIGNMENT**

7.1. The Contractor shall not assign, transfer or sublet her interest in this Agreement without the written consent of the other. The Contractor is solely responsible for the provision of the services to the Village pursuant to this Agreement.

**SECTION 8 - AMENDMENTS AND MODIFICATIONS**

8.1. The nature and the scope of services specified in this Agreement may only be modified by written amendment to this Agreement approved by both parties. This Agreement may be modified or amended from time to time.

8.2. No such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representative of the Village and the authorized representative of the Contractor.

**SECTION 9 - STANDARD OF CARE**

9.1. The Contractor shall perform all of the provisions of this Agreement to the satisfaction of the Village. The Village shall base its determination of the Contractor's fulfillment of this obligation on accepted professional nursing standards.

**SECTION 10 - SAVINGS CLAUSE**

10.1. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of it requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

**SECTION 11 - ENTIRE AGREEMENT**

11.1. This Agreement sets forth all the covenants, conditions and promises between the parties.

11.2. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement.

**SECTION 12 - GOVERNING LAW AND SEVERABILITY**

12.1. This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance.

12.2. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

**SECTION 13 - CAPTIONS AND SECTION HEADINGS**

13.1. Captions and section headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

**SECTION 14 - NON-WAIVER OF RIGHTS**

14.1. No failure of any Party to exercise any power given to it hereunder or to insist upon strict compliance by any other Party with its obligations hereunder, and no custom or practice of the Parties at variance with the terms hereof, shall constitute a waiver of that Party's right to demand exact compliance with the terms hereof.

**SECTION 15 - BINDING AUTHORITY**

15.1. The individuals executing this Agreement on behalf of the Parties represent that they have the legal power, right, and actual authority to bind their respective Party to the terms and conditions of this Agreement.

**SECTION 16 – VILLAGE OWNERSHIP OF WORK**

16.1. The Village shall be the owner of the any and all work product, including, but not limited to, written materials, drawings, and computerized information, produced in any form by the Contractor as a result of this Agreement. The Contractor shall provide the Village with any work product, whether in written form or any other form, produced by the Contractor pursuant to this Agreement.

**SECTION 17 - CONFIDENTIAL INFORMATION**

17.1 The Contractor shall not disclose any and all proprietary and/or confidential information as defined by applicable law that is received by the Contractor in the course of providing services to the Village without the prior written consent of an authorized representative of the Village or as required by law.

17.2. The Contractor shall not copy any proprietary and/or confidential Information or remove it from the Village’s premises, except such use as is required in the performance of the Contractor’s duties for the Village.

17.3. The Contractor shall always use all reasonable precautions to assure that all proprietary and/or confidential information is properly protected and kept from unauthorized persons.

17.4. Upon termination of this Agreement, the Contractor shall return to the Village all written, taped, or other descriptive matter, including, but not limited to drawings and diagrams, descriptions, and other papers and documents provided to the Contractor by the Village in connection with the services rendered under this Agreement which may contain proprietary and/or confidential information.

**SECTION 18 – VILLAGE OWNERSHIP OF WORK PRODUCT**

18.1. The Village shall be the owner of any and all work product produced by the Contractor pursuant to this Agreement, including, but not limited to, written materials, drawings, and computerized information, produced in any form by the Contractor as a result of this Agreement. The Contractor shall provide the Village with any work product, whether in written form or any other form, produced by the Contractor pursuant to this Agreement.

**SECTION 19 - NOTICES**

19.1. All notices required to be given under the terms of this Agreement shall be given by certified or registered mail or by personal service, addressed to the parties as follows:

For the Village:

Village Manager  
Village of Oak Park  
123 Madison Street  
Oak Park, Illinois 60302

For the Contractor:

Kathleen Monty  
601 S. Kenilworth  
Chicago, Illinois 60304

19.2. Either of the parties may designate in writing from time to time substitute addresses or persons in connection with required notices.

**SECTION 20 - COUNTERPARTS; FACSIMILE OR EMAIL/PDF SIGNATURES**

20.1. This Agreement may be executed in counterparts, each of which shall be considered an original and together shall be one and the same Contract. A facsimile or email/pdf copy of this Agreement and any signature(s) thereon will be considered for all purposes as an original.

**SECTION 21 - EFFECTIVE DATE**

21.1. The effective date of this Agreement shall be the last date of its execution by one of parties as reflected below.

**THE PARTIES TO THIS AGREEMENT** by their signatures acknowledge they have read and understand this Agreement and intend to be bound by its terms as of its effective date.

**VILLAGE OF OAK PARK**

**KATHLEEN MONTY, R.N.**

\_\_\_\_\_  
By: Cara Pavlicek  
Its: Village Manager

\_\_\_\_\_

Date: August \_\_, 2021

Date: August \_\_, 2021