

A RESOLUTION APPROVING AN AGREEMENT BETWEEN CHAVEZ COMPLETE WELLNESS, LLC, AND THE CITY OF ROLLING MEADOWS

WHEREAS, the City of Rolling Meadows (the “City”) is a home-rule unit of local government under Article VII, Section 6 of the 1970 Illinois Constitution and, except as limited by such section, it may exercise any power and perform any function pertaining to its government and affairs;

WHEREAS, the City desires to contract with Chavez Complete Wellness, LLC, in order to partner with and retain the services of Adam Chavez, DNP, FNP-BC, FPA, of CCW, a board certified, doctor of nurse practice with full practice authority (“Dr. Chavez”), to provide professional services for the operation of a medical clinic program at the Rolling Meadows Neighborhood Resource Center, focusing on mental health and wellness services for residents of the City of Rolling Meadows; and

WHEREAS, Dr. Chavez has experience, expertise and is willing and able to perform the professional services desired by the City; and

WHEREAS, the City is authorized to award contracts for services of individuals possessing a high degree of professional skill where the ability or fitness of the individual plays an important part; and

WHEREAS, the City Council has determined that it is advisable, necessary and in the public interest that the City enter into an Agreement between Chavez Complete Wellness, LLC, and the City of Rolling Meadows in order to partner with and retain the services of Dr. Chavez to provide professional services for the operation of a medical clinic program at the Rolling Meadows Neighborhood Resource Center.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rolling Meadows, Illinois, as follows:

Section 1. The facts and statements contained in the preambles to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

Section 2. The corporate authorities hereby approve the *Agreement between Chavez Complete Wellness, LLC, and the City of Rolling Meadows* (“Agreement), which Agreement is attached hereto as Exhibit A and incorporated herein.

Section 3. The City Manager be and is hereby authorized and directed to execute the Agreement on behalf of the City, in substantially the form of the Agreement attached hereto as Exhibit A, with such changes therein as may be approved by the City Manager and City Attorney, the execution thereof to constitute conclusive evidence of the approval of such changes, if any.

Section 4. The officials, officers, employees and agents of the City are authorized to take such actions and execute such documents as are necessary to carry out the purpose and intent of this Resolution and the Agreement.

Section 5. This Resolution shall be in full force and effect upon its passage and approval in accordance with law.

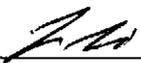
PASSED this 27th day of February, 2024, pursuant to a roll call vote as follows:

AYES: Koehler, McHale, Budmats, O'Brien, Vinezeano, Boucher, Reyez

NAYS: 0

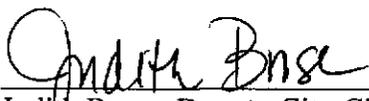
ABSENT: 0

APPROVED this 27th day of February, 2024.



Lara Sanoica, Mayor

ATTEST:



Judith Brose, Deputy City Clerk

EXHIBIT A

**Agreement between Chavez Complete Wellness, LLC
and the City of Rolling Meadows**

**AGREEMENT
BETWEEN
CHAVEZ COMPLETE WELLNESS, LLC
AND
THE CITY OF ROLLING MEADOWS**

This Agreement is dated this ____ day of _____, 2024, by and between Chavez Complete Wellness, LLC ("CCW") and the City of Rolling Meadows ("City").

WHEREAS, the City desires to contract with CCW to provide certain services to designated recipients, all as set forth in greater detail herein; and

WHEREAS, the City is authorized to award contracts for supplies, materials or work, including contracts for the services of individuals possessing a high degree of professional skill where the ability or fitness of the individual plays an important part; and

WHEREAS, CCW hereby represents that it is an individual or entity possessing a high degree of professional skill with respect to the scope of services referenced herein and that CCW's ability or fitness will play an important part in its provision of services required in the Scope of Services section of this Agreement.

NOW, THEREFORE, in consideration of these premises and of the mutual promises contained herein, the parties agree as follows:

1. **Preambles.** The preamble recitals of this Agreement are hereby incorporated by this reference.

2. **Term.** This Agreement shall commence on March 1, 2024, and shall continue through February 28, 2025, unless terminated by either party in accordance with the Termination provisions of this Agreement. This Agreement shall automatically renew for successive one-year terms, unless the Agreement is terminated by either party.

3. Scope of Services. The scope of services ("Services") shall include:

A. Adam Chavez, DNP, FNP-BC, FPA, of CCW, a board certified, doctor of nurse practice with full practice authority ("Dr. Chavez"), will coordinate with the City to offer a medical clinic program at the Rolling Meadows Neighborhood Resource Center focusing on Mental Health and Wellness services.

B. Dr. Chavez will work alongside the Director and staff of the City's Human Services Department to provide medical care and psychiatric medication management to residents of the City who otherwise would not receive such care.

C. Dr. Chavez will offer mental health and substance abuse treatment services, including, but not limited to screenings for multiple health conditions and educational workshops for the residents of the City.

D. Dr. Chavez will also provide a comprehensive medical exam with an emphasis on mental health for patients referred to by the City's Human Services staff. The comprehensive medical exam will include a consultation with the patient to evaluate their mental health status. If needed, Dr. Chavez will offer a more comprehensive exam for patients that need mental health support and medication management, but do not have access to primary health care services. Dr. Chavez will develop a treatment plan and will offer continuous care to patients under his care given that the needs are within the scope of Dr. Chavez's practice. Patients that present complicated health issues and need specialized medical care will work with the City's Human Services staff to be connected to public health programs.

E. Dr. Chavez will only practice within the scope of his practice and license and will refer clients to specialists as needed, for which the clients will be responsible for costs associated with any such specialized care.

F. Scheduling of patients will be coordinated through the City's Human Services staff or directly with Dr. Chavez or CCW, as determined appropriate by the City's Director of Human Services.

4. Compensation. The City shall compensate and pay CCW for the Services provided by Dr. Chavez in accordance with the charge schedule attached hereto as Exhibit "A" and made a part hereof, and consistent with the Local Government Prompt Payment Act, subject to CCW's submission to the City of a complete invoice and reporting form(s). CCW shall invoice the City on a monthly basis, based upon CCW's Services performed. CCW covenants and agrees that the compensation under this Agreement shall be the full compensation to CCW for all Services rendered pursuant to this Agreement, and that CCW shall have no right to charge patients for Services provided by CCW performed at the Rolling Meadows Neighborhood Resource Center.

Page 2 of 15

1191218-1

5. Expenses. Unless otherwise agreed in writing or as otherwise expressly provided in this Agreement, the City will not be liable to CCW for any expenses incurred by CCW in CCW's performance of Services under this Agreement.

6. Place of Performance and Facilities. Without cost to CCW, the City will provide office space at the Rolling Meadows Neighborhood Resource Center and supplies, secretarial and phone support as is reasonably necessary for CCW to fulfill the terms of this Agreement. Unless otherwise agreed by the parties in writing, CCW will provide the Services under this Agreement at the Rolling Meadows Neighborhood Resource Center. CCW has examined the Rolling Meadows Neighborhood Resource Center and finds it suitable for purposes of this Agreement.

7. Right of Control. CCW shall have the right to control the manner and means of accomplishing the duties to be performed under this Agreement. The City retains no power of supervision except as to the results of CCW's work.

8. Services to City Residents. The payments under this Agreement shall be used by CCW solely to provide Services to residents of the City of Rolling Meadows, unless otherwise approved in advance by the City. The City reserves the right to request documentation from CCW that payment hereunder has been used to benefit the City of Rolling Meadows residents.

9. CCW's Representations. CCW makes the following representations:

A. No person shall be excluded from participation in, be denied the benefits of, or be subjected to harassment or discrimination under any program, service, facility or activity offered or provided by CCW on the grounds of race, color, national origin, sex, age, religion, disability or any other protected class.

B. None of the funds provided, directly or indirectly, under this Agreement shall be used in a manner inconsistent with the Scope of Services or 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. CCW will provide and pay for, at its own expense, any audits or other accounting reports or information required by statute, rule or regulation applicable to the City's agreement to provide funding hereunder. Each year, and at any time the City believes the funds it has provided are not being properly expended, the City shall have the right with 14 days written notice to CCW to audit the payments to CCW and verify the Services have been provided.

D. CCW shall, at any reasonable time during normal business hours, and so often as may be deemed necessary, with notice of at least five (5) business days, make available to the City for examination of all of its books, records, lists, statement and any other written data or documents related to this Agreement, and shall permit the City or its designated representatives to audit and inspect all such documents.

E. That no funds received by CCW from the City pursuant to this Agreement shall be expended for or on behalf of anyone who is not authorized by the City to receive Services under this Agreement. CCW shall return to the City any funds used for recipients of Services by CCW who are not authorized by the City to receive such Services, and CCW shall return to the City any funds exceeding the limits identified in the Scope of Services, unless specifically approved in writing by the City. Alternately, the City, at its discretion, may withhold any funds due to CCW under this Agreement or other agreements due to CCW's use of funds for non-authorized service recipients or for amounts exceeding the limits identified in the Scope of Services.

F. CCW shall maintain all records relating to the Services provided pursuant to this Agreement in accordance with all applicable confidentiality laws, ordinances, regulations and other requirements. CCW shall keep all patient information in strictest confidence in compliance with all applicable state and federal law, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and regulations promulgated there under, including the Standards of Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations, Parts 160 and 164 ("Privacy Regulations"). CCW shall not disclose such information except as expressly permitted or required by law.

G. CCW agrees that all times during the term of this Agreement medical and mental health services shall be performed in accordance with the standards of care prevailing within the locale where the Services are to be performed and in conformance with the ethical standards required of medical and mental health professionals rendering services there.

10. Termination and Breach. This Agreement may be terminated prior to the termination date set forth in Section 2 hereinabove in accordance with the following provisions:

A. If CCW fails to provide Services required by the Agreement in accordance with the City's direction, or if CCW fails to comply with any of the terms or conditions of this Agreement, or with any of its representations hereunder, the City shall give CCW thirty (30) days' written notice specifying the default. CCW shall have thirty (30) days

thereafter to correct any defaults alleged and to come into compliance with this Agreement.

B. If CCW fails or refuses to cure such default within such time or any extension allowed by the City, then the City, at its sole discretion, may terminate this Agreement in its entirety or may terminate, suspend or otherwise modify any further funding or payments under this Agreement.

C. If CCW has expended any funds received from the City in violation of this Agreement, or in violation of any statute, rule or regulation, code provision or case law decision, CCW shall reimburse the City for such funds and shall indemnify and hold the City harmless against any claims, demands, costs, expenses or fees, including attorney's fees, or any nature whatsoever arising out of or relating to such acts or omissions on CCW's part.

D. Notwithstanding the foregoing, the City shall have the right to terminate this Agreement for any reason without cause upon sixty (60) days' prior written notice to CCW. In addition, the City will have the right to terminate this Agreement immediately in the event any license of CCW or Dr. Chavez required for the practice and performance of the Services is revoked or jeopardized by an actual or threatened decision, finding, or action by any governmental or private agency, court, or other third party.

E. Notwithstanding the foregoing, CCW shall have the right to terminate this Agreement for any reason without cause upon sixty (60) days' prior written notice to the City.

F. In the event of the termination of this Agreement prior to completion of the term specified, CCW shall be entitled to the compensation earned prior to the date of termination as provided for in this Agreement, computed prorated up to and including that date. CCW shall be entitled to no further compensation as of the date of termination.

11. Indemnification. Both parties shall indemnify and hold each other and their officers, agents, employees and attorneys harmless from all claims, costs, expenses and fees including attorney's fees or demands of any nature whatsoever arising out of or relating to any act or omission under this Agreement, or relating to CCW's failing or refusing to provide services, facilities, or programs to otherwise qualified and eligible persons. For purposes of this Agreement, the parties acknowledge and represent that CCW is an independent contractor and that CCW not its employees, officers, directors, agents nor attorneys are employees of the City. The indemnification described above shall not be limited by reason of the enumeration of any

insurance coverage herein provided, and the indemnification described above shall survive the termination of this Agreement.

Each party shall indemnify, to the extent allowed by law, and hold the other party, its officers, agents, employees and attorneys harmless from all claims, costs, expenses and fees including attorney's fees, or demands of any nature whatsoever arising out of or relating to any act or omission by the indemnifying party under this Agreement for which the indemnifying parties would otherwise be legally accountable.

12. Insurance. At all times during the existence of this Agreement, CCW shall maintain the following insurance with a company authorized to do business in the State of Illinois:

- A. Professional liability insurance in an amount not less than One Million (\$1,000,000.00) Dollars, which may include coverage commonly referred to as "umbrella" coverage.
- B. General liability insurance in an amount not less than One Million (\$1,000,000.00) Dollars.
- C. Abuse and Molestation insurance in an amount not less than One Million (\$1,000,000.00) Dollars.
- D. Automobile liability insurance in an amount not less than One Million (\$1,000,000.00) Dollars.
- E. Workers' Compensation insurance in an amount not less than One Million (\$1,000,000.00) Dollars.
- F. Umbrella coverage in an amount not less than Two Million (\$2,000,000.00) Dollars.
- G. CCW shall provide to the City and the City shall provide to CCW with a certificate of insurance within ten (10) days of signing this Agreement.
- H. The City shall be named as an additional insured under all such CCW policies and the policies shall provide that they may not be cancelled in less than fifteen (15) days' prior written notice to the City and CCW.

13. Notices. Any notices required hereunder shall be sent by registered mail, return receipt requested, or shall be delivered in person, to/at the following addresses:

A. The City: City Manager
City of Rolling Meadows
3600 Kirchoff Road
Rolling Meadows, IL 60008

B. CCW: Dr. Adam Chavez
Chavez Complete Wellness
3300 Meadow Drive
Rolling Meadows, Illinois 60008

14. Non-Assignment. CCW and Dr. Chavez shall not assign or transfer any interest or rights in this Agreement or subcontract any of the services, programs or facilities to be provided hereunder without the City's prior written consent.

15. Additional Terms and Representations.

A. CCW represents and warrants that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois nor has CCW made any admission of guilt of such conduct which is a matter of record.

B. CCW and the City agree to meet at least quarterly with appropriate personnel to review compliance with this Agreement and to ensure that the terms of the Agreement are being met, recipients are being appropriately identified and planned for in a timely manner, and that problem resolution is occurring as needed.

C. None of the provisions of this Agreement are intended to create nor shall they be deemed or constructed by the parties to create any relationships between the parties hereto other than that of independent entities contracting with each other solely for the purpose of effecting the provision of this Agreement. It is the parties' intent that, so far as shall be in conformity with law, CCW shall be an independent contractor and not an employee of the City. Therefore, Contractor retains sole and absolute discretion and judgment in the manner and means of carrying out CCW's designated duties. This Agreement shall not be construed as a partnership and the City shall not be liable for any obligations incurred by CCW. It is understood that no relationship of employer and employee is created by this Agreement or the relationship of the parties, and CCW shall have no claim under this Agreement, or by reason of the relationship between the parties, against the City for paid time off, retirement benefits, social security, workers' compensation, disability, unemployment or insurance benefits, or employee benefits of any kind. CCW shall have sole responsibility for all CCW's federal and state tax

consequences resulting from this Agreement. The City shall have no responsibility to withhold state or federal taxes.

D. The Contractor's Certification attached hereto marked as Exhibit B shall be executed by CCW and it is agreed among the parties that the assurances contained in Exhibit B are each a material representation of fact upon which reliance is placed by the City in entering into this Agreement with CCW.

E. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to the subject matter. This Agreement may not be amended or modified except by mutual written agreement.

F. Each party agrees to comply with all applicable state and federal laws and regulations. This Agreement shall be construed in accordance with the laws of the State of Illinois.

G. A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

CITY OF ROLLING MEADOWS

CHAVEZ COMPLETE WELLNESS, LLC

By: _____
Rob Sabo, Manager

By: _____
Maria Chavez, Manager

Exhibit "A"
 Chavez Complete Wellness
 Rate and Charge Schedule

Provider and Setup	Rate
Primary Care - General and Acute Care – anywhere between 8 to 15 new clients per month. If there are more than 16 clients per month seen, an additional cost of <u>\$50.00</u> will be billed to the City for that month.	\$ 850.00 a month Includes fieldwork and clinical time
Initial lab work per patient – as needed	\$ 250.00, to be covered by City

Exhibit "B"
Contractor's Certification

1191218-1

Page 10 of 15

1192435-1

**CITY OF ROLLING MEADOWS
CONTRACTOR'S CERTIFICATION**

The assurances hereinafter made by the Contractor (the "Contractor") are each a material representation of fact upon which reliance is placed by the City of Rolling Meadows in entering into the contract with the Contractor. The City of Rolling Meadows may terminate the contract if it is later determined that the Contractor rendered a false or erroneous assurance, and the surety providing the performance bond shall be responsible for the completion of the contract.

I, Maria Chavez, hereby certify that I am the Manager of Chavez Complete Wellness, LLC, and as such, hereby represent and warrant to the City of Rolling Meadows, a municipal corporation, that the Contractor and its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

SECTION 1:

1. Not delinquent in the payment of taxes to the Illinois Department of Employment Security or the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
2. Not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totalling) of the Criminal Code of 2012 (720 ILCS 5/33E-3 and 5/33E-4);
3. Not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.

SECTION 2:

In addition, the Contractor hereby represents and warrants to the City of Rolling Meadows, as a condition of any agreement with the City of Rolling Meadows, that the Contractor is under no legal prohibition on contracting with the City of Rolling Meadows, has no known conflicts of interest and further specifically certifies that:

1. The Contractor is not delinquent in any obligation to the Illinois Department of Employment Security;
2. The Contractor maintains and will maintain a drug-free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) by:
 - A. Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Contractor's workplace;

Page 11 of 15

1191218-1

- (2) Specifying the actions that will be taken against employees for violations of such prohibition;
- (3) Notifying the employee that, as a condition of employment on this Contract, the employee will:
 - a. Abide by the terms of the statement;
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- B. Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Contractor's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance program; and
 - (4) The penalties that may be imposed upon employees for drug violations;
- C. Making it a requirement to give a copy of the statement required by Subsection A to each employee engaged in the performance of the Contract, and to post the statement in a prominent place in the workplace;
- D. Notifying the City of Rolling Meadows within ten (10) days after receiving notice under Section, 2, Paragraph 2.A.(3)b from an employee or otherwise receiving actual notice of such conviction;
- E. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;
- F. Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place; and
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

3. The Contractor provides equal employment opportunities in accordance with the Illinois Human Rights Act (775 ILCS 580/1 *et seq.*) and is in compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy.

4. The Contractor at the time it submitted a Proposal on this contract, had an Illinois Department of Human Rights pre-qualification number or had a properly completed application for an Illinois Department of Human Rights pre-qualification number on file with the Illinois Department of Human Rights, as provided for in 44 Illinois Administrative Code 750.210.

5. No City of Rolling Meadows officer, spouse or dependent child of a City of Rolling Meadows officer, agent on behalf of any City of Rolling Meadows officer or trust in which a City of Rolling Meadows officer, the spouse or dependent child of a City of Rolling Meadows officer or a beneficiary is a holder of any interest in the Contractor; or, if the Contractor's stock is traded on a nationally recognized securities market, that no City of Rolling Meadows officer, spouse or dependent child of a City of Rolling Meadows officer, agent on behalf of any City of Rolling Meadows officer or trust in which a City of Rolling Meadows officer, the spouse or dependent child of a City of Rolling Meadows officer or a beneficiary is a holder of more than one percent (1%) of the Contractor, but if any City of Rolling Meadows officer, spouse or dependent child of a City of Rolling Meadows officer, agent on behalf of any City of Rolling Meadows officer or trust in which a City of Rolling Meadows officer, the spouse or dependent child of a City of Rolling Meadows officer or a beneficiary is a holder of less than one percent (1%) of the Contractor, the Contractor has disclosed to the City of Rolling Meadows in writing the name(s) of the holder of such interest.

6. No officer or employee of City of Rolling Meadows has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor in violation of Article X of the Code of Ordinances, City of Rolling Meadows, Illinois adopted by the City pursuant to the requirements of the Illinois State Gift Ban Act.

7. The Contractor has not given to any officer or employee of City of Rolling Meadows any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Article X of the Code of Ordinances, City of Rolling Meadows, Illinois adopted by the City pursuant to the requirements of the Illinois State Gift Ban Act.

8. In compliance with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 *et seq.*), the Contractor is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

9. Neither the Contractor nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Supplier and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

If any certification made by the Contractor changes or any term or condition on which a certification is based changes, which then renders the certification to be no longer valid, the Contractor shall so notify the City of Rolling Meadows in writing within seven (7) days.

Dated: _____, 20__

CHAVEZ COMPLETE WELLNESS, LLC

By: _____
Maria Chavez, Manager

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that Maria Chavez known to me to be the Manager of Chavez Complete Wellness, LLC, appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she executed the foregoing certification as his/her free act and deed.

Dated: _____, 20__

Notary Public