

VENDOR/SUBCONTRACTOR AGREEMENT

This agreement entered into this _____ day of _____, 20___, by and between BLUE LINE PROFESSIONAL CONSULTANTS LLC ("Blue Line") and the law enforcement agency of _____ ("the Agency").

WITNESSETH

WHEREAS, Illinois House Bill 3653 provides, in pertinent part, that each law enforcement agency in the State of Illinois provide certain mental health screening services to each of its personnel, on an annual basis; and

WHEREAS, Blue Line is in the business of providing the necessary mental health screening services required by state law to law enforcement agencies' sworn personnel; and

WHEREAS, Blue Line possesses the knowledge and expertise necessary to provide the mental health screening services required by state law to law enforcement agencies' sworn personnel; and

WHEREAS, Blue Line can provide the qualified personnel and expertise required under State law to provide the required mental health screening services, with each provider fully licensed to provide those services; and

WHEREAS, Blue Line desires to become the Agency's exclusive provider of the required mental health screening services to sworn law enforcement personnel, in accordance with the requirements of state law and in accordance with the terms and conditions fully set forth hereinafter; and

WHEREAS, the Agency desires to exclusively retain Blue Line to provide its knowledge, information, expertise and efforts to provide the mental health screening services required by state law to law enforcement agencies' sworn personnel and to do all other things necessary to insure the Agency's compliance with the screening requirements of state law; and

WHEREAS, the Agency and Blue Line desire that the relationship between them be and remain that of a vendor/subcontractor/independent contractor and not an employee;

WHEREAS, the parties acknowledge and agree that the services to be provided by Blue Line in accordance with this

agreement are meant to satisfy the new mental health screening requirements contained in the provisions of House Bill 3653 and not as a substitute for the normal evaluation, assessment, monitoring and supervision of sworn law enforcement personnel typically required and undertaken by the agency for which they work;

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by the parties to this agreement, it is hereby agreed as follows:

1. **Term of Agreement.** The Agency does hereby agree to retain Blue Line, as its exclusive provider of mental health screening services for its personnel, for a period of _____ year(s), commencing on _____, 2024 or until the agreement is otherwise terminated.

2. **Nature and Scope of Relationship.** This agreement shall be between Blue Line and the Agency, as a vendor/subcontractor, not as an employee. As a vendor/subcontractor to the Agency Blue Line hereby agrees to devote the time necessary to complete the required mental health screenings to the Agency's sworn and civilian personnel in accordance with the provisions of this contract.

3. **Duties and Responsibilities of the Agency.** Blue Line and the Agency agree that the Agency shall be responsible for the following:

(a) Providing to Blue Line a list of the sworn personnel to which the mental health screening requirement applies ("covered personnel") and promptly notifying Blue Line, in writing, of any additions or deletions thereto, which will allow Blue Line to maintain a reasonably up-to-date list of sworn personnel subject to the mental health screening requirements ("the roster of covered personnel")

(b) To schedule each of its covered personnel, with sufficient time and availability, to participate in and complete the required mental health screening on the dates and times agreed to between Blue Line and the agency, on an annual basis,

(c) Provide an on-site (or off-site, as agreed) private, secure physical location(s) ("the screening room(s)"), suitable for conducting the mental health screenings, and in which

confidentiality may be appropriately maintained for the participants, in which Blue Line may conduct the required screenings,

(d) Provide reasonable and adequate times in which the screening room(s) is/are exclusively available to Blue Line for the purpose of conducting the required mental health screenings,

(e) Providing a schedule to Blue Line (with times and dates, in increments agreed to by Blue Line and the agency) of the participants, and scheduled times for each of their mental health screenings, not less than 48 hours prior to the commencement of the screenings,

(f) Scheduling any necessary makeup mental health screenings for those covered persons who failed to make their regularly scheduled appointment(s),

(g) Identifying from time to time, in writing, the person at the Agency to whom Blue Line shall provide the necessary reports required under this agreement and Illinois law,

(g) Provide anything else necessary for Blue Line to schedule, conduct and complete the required mental health screenings and reporting,

4. **Duties and Responsibilities of Blue Line.** Blue Line and the Agency agree that Blue Line's responsibilities in providing the mental health screening services to the Agency's sworn personnel will be as follows:

(a) Promptly acknowledging, in writing, receipt of the list of sworn personnel subject to the mental health screening requirements, and any additions or deletions thereto, and maintaining a list which includes those additions and deletions ("the current roster of covered personnel"), to be provided to the Agency upon reasonable written request,

(b) Maintaining a list of covered personnel subject to the mental health screening requirements and the current status of each. That list, which shall be kept reasonably up-to-date and made available to the Agency upon reasonable written request, shall include: (i) the date that person was added to the list, (ii) each scheduled date for a screening, (iii) each missed date for a screening, and (iv) the date of a completed screening, and (v) the status of completion of the screening for each of those persons,

(c) Establishing an agreed schedule for the required annual mental health screenings with the agency and making sufficient personnel available to complete the mental health screenings at the agreed dates and times,

(d) Establishing an agreed day(s), annually, for making up/completing those mental health screenings which were not completed at the regularly scheduled dates and times and making sufficient personnel available to complete those screenings,

(e) Providing sufficient qualified personnel ("the screener(s)") to perform the required mental health screening of each member of the then current roster of covered personnel ("screened person"), on the times and dates agreed to by the agency and Blue Line, in accordance with the schedule of individual appointments provided to Blue Line by the agency,

(f) Providing any and all necessary and required references, recommendations or referrals to each screened person, as determined by Blue Line personnel during the screening, in accordance with the requirements and guidelines for mental health providers and all applicable Illinois laws,

(g) Should a screened person, in the sole determination or discretion of the screener, express or present a present danger to himself or others, or as an immediate threat to life or safety of a child, elder or other protected person, the screener and Blue Line shall make an immediate report to the appropriate law enforcement and/or mental health agency/provider as required by applicable law, standards and guidelines for mental health providers and document the same,

(g) Providing a written report, in whatever format designated by the Agency, on an annual basis, which shows the status of the screening of each member of the then current roster of covered personnel,

5. **Services Not Included Or Prohibited.** Blue Line and the Agency agree that Blue Line's duties and services provided shall not include, and Blue Line shall be specifically prohibited from:

(a) Any reporting to any other agency, firm, treatment provider or person, other than the designated person at the Agency pursuant to this agreement, regarding the mental health screening services provided under this agreement

(b) Providing any diagnosis or treatment, of any kind or nature, of any mental health condition, for any of the covered personnel or screened persons to which Blue Line has provided mental health screening services pursuant to this agreement,

(c) Making any assessment or determination, for any purpose, for any of the covered personnel or screened persons to which Blue Line is providing mental health screening services pursuant to this agreement, of fitness for duty or any similar assessment or determination,

(d) Any other service not required by the mental health screening provisions of House Bill 3653 or Illinois law.

6. **Provision and Ownership of Information Regarding Personnel.** The Agency agrees to provide all information which it now possesses or generates during this agreement regarding the sworn personnel to be covered under this agreement which is reasonably necessary for Blue Line to provide the mental health screening services contemplated to be provided by this agreement and Blue Line agrees that all such information so provided shall be received and held in the strictest confidence and in accordance with the requirements and provisions of all applicable local, state and federal laws and regulations.

7. **Payments for Services By the Agency.**

A. **Rate.** Blue Line and the Agency agree that as compensation for the services rendered by Blue Line to the Agency, the Agency agrees to pay to Blue Line a fee ("the fee") calculated and paid as set forth below.

B. **Calculation of Amounts Due.** Amounts due for services rendered under this agreement shall be calculated as follows:

Each completed mental health screening session
\$ 150.00

Each missed but scheduled screening session
\$ 150.00

Each late arrival but scheduled screening session ...
\$ 150.00
(late = more than 15 minutes after scheduled start time)

Mileage will also be charged at the federal mileage rate.

C. Payment Terms. All sums due under this section as a fee shall be due and payable by the Agency to Blue Line no later than 30 days after the receipt of invoice.

8. Record Keeping and Reporting. As part of the services provided by Blue Line pursuant to this contract, Blue Line agrees to compile, keep and maintain the following records for the time period required by law, but not less than three years, and thereafter such records will be destroyed.

A. Lists of Personnel Served. All law enforcement personnel, designated by agency, which have been disclosed to Blue Line as eligible for mental health screening pursuant to Illinois law.

B. Services Performed. All screening scheduled and completed for each person referred for same to Blue Line and the recommendations or referrals made in connection with such screening.

C. Reporting. All reporting made to any agency for which Blue Line has performed mental health screening services pursuant to this agreement.

9. Termination of Agreement. This agreement may be terminated in one of the following ways:

A. For Convenience. By either party, at any time, with ninety (90) days written notice via registered mail to the other.

B. For Cause. Blue Line may terminate this agreement at any time, without notice, for good cause, which includes, but is not limited to, the specific material breaches of this agreement enumerated herein, as well as any other material breaches of this agreement by the Agency which, in the sole opinion of Blue Line, constitutes malfeasance, self-dealing or conduct detrimental to Blue Line, its business or its employees.

C. For Non-Renewal. If Blue Line exercises, in writing, within the time period set forth herein, its option to non-renew, this agreement shall automatically terminate one year after dated unless and when Blue Line elects to renew on terms

and conditions agreeable to the parties, by executing a new, written agreement with The Agency.

D. Death or Disability of the Principals of Blue Line. If, at any time during the period covered by this agreement, one or more of the principals of Blue Line shall die or become disabled, physically or mentally, to such a degree that their ability to perform or fulfill any of the obligations required by this agreement, or to otherwise fully and completely perform all things required by this agreement, shall be materially or substantially affected (in the sole opinion of Blue Line), Blue Line may terminate this agreement, effective upon written notice of termination under this paragraph from Blue Line to The Agency. In the event of a termination by Blue Line under this paragraph, the Agency and Blue Line agree that Blue Line shall have no further obligation to perform for or pay to the Agency, or anyone else, any additional sums under this contract.

E. Bankruptcy or Insolvency. In the event that, at any time during the period covered by this agreement, Blue Line shall file a petition for relief under the United States Bankruptcy Code (or shall have an involuntary petition filed against him), or shall declare or become insolvent or execute a general assignment for the benefit of her creditors, this agreement shall automatically terminate. In the event of a termination under this paragraph, the Agency and Blue Line agree that Blue Line shall have no further obligation to perform for or pay to the Agency, or anyone else, any additional sums under this contract.

10. Renewal of Agreement. This agreement shall renew, for an additional one (1) year period, under the same terms and conditions then in effect upon the agreement of both parties.

11. Enforcement of Agreement; Payment of Fees and Costs. The parties agree that Blue Line shall retain, at all times, the right to seek an injunction, and any other appropriate judicial relief, to enforce the terms of this agreement. In the event that Blue Line must seek judicial relief to enforce any of the terms and provisions contained in this agreement, the Agency agrees to indemnify and hold Blue Line harmless for all costs and expenses incurred in association therewith and further agrees to pay all costs and attorney's fees incurred by Blue Line in connection with the enforcement of this agreement.

12. **Indemnification.** The Agency agrees to defend, indemnify and hold harmless Blue Line, and its members, officers and employees, against any and all liability, loss, costs, damages, expenses or claims, including attorney's fees, which it may hereafter sustain, incur or be required to pay, arising in whole or in part out of the provision of services pursuant to this agreement.

13. **Notices.** All notices contemplated or required by this agreement shall be in writing and shall be served either personally or by certified mail, return receipt requested. The date of mailing, if by certified mail, shall be deemed the date of service. Notices shall be served at the following addresses, until written notification of change by either party to the other:

Blue Line:

The Agency:

Blue Line Professional
Consultants LLC
15518 Joliet Road
Plainfield, Illinois 60544

14. **Governing Law.** This agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois. All disputes under this Agreement will be exclusively resolved by the courts of the State of Illinois and the parties' consent to the jurisdiction of such courts, agree to accept service of process by mail and hereby waive any jurisdictional or venue defenses.

15. **Entire Agreement.** This instrument constitutes the entire agreement between the parties hereto. Any prior or other agreements, representations or negotiations between the parties not set forth herein are of no force and effect.

16. **No Oral Modification.** No amendment or modification of any of the provisions of this agreement will be effective unless made in writing specifically referring to this agreement and duly signed by an authorized representative of each party.

17. **Non-Assignability of Agreement.** This agreement shall not be assigned by either party without the prior written consent of the other party. The parties also agree that there shall be no assignment of any money due or to become due under this agreement to any party.

18. **Severability.** The invalidity or unenforceability of any particular provision of this Agreement will not affect the other provisions of this Agreement. Should any provision or partial provision be found illegal or unenforceable for being too broad with respect to its duration, scope or subject matter, said provision or partial provision will be deemed and construed to be reduced to the maximum duration, scope or subject matter permitted by law.

19. **Headings.** All headings and titles to articles, paragraphs and sub-paragraphs are for convenience and information only and are not to be considered as substantive parts of this agreement.

Entered into this _____ day of _____, 20__.

BLUE LINE PROFESSIONAL
CONSULTANTS LLC, an Illinois
limited liability company

By: _____
Bonnie McPhillips
Managing Member

Subscribed and sworn to before
before
me this _____ day of _____,
_____, 20__.

Notary Public

By: _____
Its: _____

Subscribed and sworn to
me this _____ day of
20__.

Notary Public