



# FIRST RESPONDERS WELLNESS CENTER

477 E Butterfield Rd. Suite 204 Lombard, Illinois 60148  
1699 Wall St. Suite 630 Mount Prospect, Illinois 60054

## **Agreement for Professional Therapy Services**

**This Agreement** was made on this 1/15/2020 between the First Responders Wellness Center (Hereafter "Contractor") and Romeoville Police Department (Hereinafter "Agency").

**Whereas**, "Contractor" is an independent therapy provider formed to render therapeutic Officer Yearly Wellness Checks as part of an overall police wellness program which incorporates therapeutic services, psychoeducation, and building coping strategies for individual law enforcement officers and personnel who work for the Agency.

**Whereas**, Agency is desirous of securing the services of Contractor and the Contractor will provide services to individuals of the Agency. The Agency will not be privy to the content or conversations during the sessions or any therapeutic notes. The Agency will only be given a brief written or verbal notification that an individual member of the Agency has attended and completed their wellness check on a specific date. The Agency will not have access to any other documents or information about a specific individual member of the Agency.

In consideration of the mutual covenants and conditions hereinafter expressed, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and parties hereto covenant and agree as follows:

1. **DUTIES OF CONTRACTOR: (FIRST RESPONDERS WELLNESS CENTER)** hereby appoints contractor to serve and perform therapeutic officer wellness checks to each member of the Agency in a confidential meeting space (477 E. Butterfield Road Suite 204 Lombard, IL 60148, 1699 Wall Street Suite 630 Mount Prospect, IL 60054 or agreed upon location). During this time, the contractor will spend 55 minutes in a therapeutic, private office to assess the individual of the Agency's psychological strengths and weaknesses to increase the member's coping skills, give the member psychoeducation about any specific needs and/or trauma, and/or give suggestions for overall mental wellness during the term of this Agreement. The Contractor will not diagnose a member of the Agency with a mental illness or determine their psychological suitability nor fitness for police work during the wellness check. The contractor will not provide any information or notes to the Agency other than attendance of the member.
2. **CERTIFICATION/LICENSE:** Contractor shall at all times be duly certified/licensed to practice in the state of Illinois.

3. **RELATIONSHIP BETWEEN PARTIES:**

- A) In the performance of the work, duties, responsibilities, and obligations involving Contractor under this agreement, it is expressly understood and agreed between the parties that Contractor shall at all times act and perform as an independent contractor, specializing in the provision of wellness check therapeutic services. Nothing in this agreement shall be deemed to constitute the parties as joint ventures or partners or anything other than independent contractors.
- B) As an independent contractor, Contractor will **not** be eligible to participate in any employee benefit program of agency and will **not** be eligible for vacation or holiday compensation.
- C) Agency shall neither have nor exercise any control or direction of the methods by which Contractor's work is performed, except that Contractor agrees to perform at all times in strict accordance with the currently approved practice of police psychology and ethics. Furthermore, Contractor shall follow all guidelines, policies and procedures of Agency.
- D) Contractor assumes all liabilities and responsibilities concerning the withholding of federal, state, and local taxes and social security taxes, worker's compensation, disability and unemployment insurance obligations if applicable. Contractor agrees to indemnify agency for any liability (including legal fees and costs) incurred as a result of Contractor not withholding income tax and social security or any other taxes, worker's compensation, disability and unemployment compensation obligations or contractor's failure to pay required income tax and social security or any other taxes, worker's compensation, disability and unemployment obligations.

4. **WRITTEN ALLOCATION AGREEMENT AND ACCESS TO RECORDS:**  
Contractor agrees to not maintain any records for Wellness Checks to the Agency other than the name and date of attendance of service. The Contractor will not maintain any records or notes for individuals of the Agency other than exceptions that are in accordance with Illinois law, these exceptions are if they are immediate harm to themselves or others, or report that they are abusing a child, elderly or disabled person. *Exception see below.*

**Exception:**

*If a member of the Agency discloses to the Contractor that the member is an immediate harm to themselves or another, is abusing a child, elderly or disabled person, the Contractor may have to contact 911 or the nearest police department and/or hospital to ascertain their safety. Additionally, if a member of the Agency discloses that they are abusing a child, disabled or an elderly person. The Contractor will notify the appropriate agency and limit the disclosure to the*

*minimum necessary to achieve the purpose and to be in compliance with Illinois law. If this exception would occur the Contractor will keep a report of the actions taken to be in compliance with the law and within the limits of confidentiality and HIPPA.*

## **5. INSURANCE:**

A) Contractor shall, at its own expense, carry and maintain occurrence type professional liability insurance in amounts not less than one million dollars (\$1,000,000.00) per occurrence and one million dollars (\$3,000,000.00) in the aggregate. If occurrence type liability insurance is not available, Contractor shall purchase claims-made type professional liability insurance amounts not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) in the aggregate. Upon request, contractor shall provide to Agency certificates of insurance evidence the above coverage and renewals thereof.

B) Upon termination of this agreement for any reason, if Contractor shall have purchased and carries claims-made professional liability insurance during the term of this Agreement pursuant to subparagraph (a) above, Contractor shall purchase all professional liability coverage in amounts no less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) in the aggregate covering the acts and omissions of Contractor in the event that it terminates its Claims Made Policy or ceases to be insured in the State of Illinois.

C) Agency shall indemnify, defend and hold harmless Contractor from all claims, liabilities, damages, costs and expenses, including reasonable attorney's fees arising out of or in connection with any and all acts or omissions of Agency or its officers, employees, and agents in the performance of this Agreement.

6. **TERMINATION:** Either party may terminate this Agreement at any time without cause, upon no less than (30) day's written notice given to the other party. In the event of termination, the final check shall be released immediately after all required documentation is submitted to the agency.
7. **DISAGREEMENTS:** All matters of policy, rules, regulations, services, fees and other items of induct, wherein Contractor may be involved in carrying out responsibilities, shall be jointly determined by Contractor and Agency.
8. **TERM:** The term of this Agreement shall be for a period of twelve (12) months once the first wellness check has been scheduled. This agreement will automatically renew unless given a 30-day notice or a new contract is agreed upon.

9. **AMENDMENTS:** This agreement may be amended at any time by written instructions executed by the authorized official of Agency and Contractor.
10. **BILLING:** The Agency will pay a \$1400.00 retainer fee to the Contractor for 8 wellness checks. After the contractor has completed 8 wellness checks (the retainer) the contractor will send additional bills to the Agency, which will need to be paid within 30 days of receipt. A wellness check is \$175.00 per 55-minute session with one person for over 50 persons.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

**AGENCY: Romeoville Police Department**

Authorized Official for Agency: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**CONTRACTOR: First Responders Wellness Center/Dr. Carrie Steiner**

Authorized Official for Contractor: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_