



## **WeNeverWalkAlone™** Nationwide Peer Support & Mental Health Professionals Network

02.04.2020

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**Vijay K. Harikrishna (VJ)**

Vélan Solutions, LLC

WeNeverWalkAlone™: Nationwide Peer Support and Mental Health Professionals Network

890 E Higgins Rd Suite 150B

Schaumburg, IL 60173

## Service Contract

Features offered by the software system at the time of deployment:™

1. **Peer Team Support directory listing**. Aurora Police Department will have the ability to manage this list by identifying an admin at their end.
2. **Vetted therapists directory listing**. Des Plaines Police Department will have the ability to manage this list. Aurora Police Department can provide inputs.
3. **Links to external resources** such as St. Michael's House, Badge of Life, etc., that support the LE community. Resources and links to be posted will be handled by Velan's team under direction and supervision of Des Plaines Police Department. Aurora Police Department can provide inputs.
4. In addition to those services described in this Agreement, this Agreement also hereby incorporates by reference the **MENTAL HEALTH and WELL-BEING in LAW ENFORCEMENT** previously provided to the department (Exhibit A to this contract)

Pricing Structure; Payment Terms and Conditions:

1. **\$2 per sworn officer** per month ⇒ annual price of \$24 per sworn officer. So, each department pays as per their department size. Any non sworn officer (civilian staff or otherwise) can optionally be added to the plan at the same price as that of the sworn officer.
2. Billed **annually upfront**.
3. Invoices are **NET 30** days.
4. If there are changes in the number of sworn officers in between the billing dates, then that would be adjusted appropriately in the upcoming year's bill.
5. The Department has to contribute between **7% to 10%** (or **13%** if Aurora Police Department would like to have approximately **50 free-for-life non-sworn accounts**) of its strength to the Peer Supporters pool. More than 10% is welcome but a minimum of 7% is needed. For instance, an Agency that has 100 sworn Officers should be contributing 7 to 10 trained Officers to the network's Peer Supporters' pool. If, at the time of signing the contract, the Department doesn't have that many trained Peer Supporters, then it has 6 months to bring the contribution to the required level. Such an arrangement will help keep the network fair and vibrant and relevant.
6. Velan Solutions has worked with couple of Peer Support Training schools and can recommend their names if needed. But the Department is free to get their Officers trained at any reputed/legit, training program of their choice.
7. Minimum of **3 year commitment** is needed. At the end of the three year commitment, the service will renew only with a written approved extension from the

Department/City for **an additional year**. Subsequent years will be billed upfront as well based upon the number of LEOs as of the renewal date.

8. **Early Service Termination:** If, for any reason, a particular agency wishes to terminate the contract earlier than its set term of 3 years, then that particular agency is obligated to pay **80%** of remaining term's cost within **45 days** of the termination date. For example, let's say, an agency of 100 sworn LEO decides to terminate the contract at the end of year one in a three year term. Then that agency owes 80% of the remaining 2 years fees, \$3,840 (80% of (2 \* 2400)) within 45 days from the termination notice date. Early termination requests should be notified in writing **via mail and/or email with the last date of service** clearly specified. Early termination dues are subject to late/no payment fees specified in the following section.
9. **Late Payment or No Payment:** A late payment penalty fee of **10%** of the unpaid bill amount would be charged every month that a balance remains due. Additionally, a **15% annual interest (equivalent to 1.25% monthly interest)** for the outstanding payment amount would be charged every month that there is a balance due. If the outstanding bills are not paid in full within **6 months**, the service to that agency will be suspended with no consequences to Velan Solutions. If service is terminated under such circumstances, Velan Solutions has the sole discretion of resuming or not resuming the service even after the balance has been paid. Velan Solutions reserves the right to charge an additional fee to restart the services of such a suspended account. No additional late fees will be charged during the time that the service is in a suspended state. But interest fees continue to accrue for every month that there is a balance due on the account even when the service is in suspension. Please see **appendix** on example of how late fee and no fees are calculated.

Example of pricing enumerated for various department sizes (can be found in **appendix** too)

Number of sworn LEO in the agency	Monthly cost to the agency	Annual cost to the agency
2	\$4	\$48
15	\$30	\$360
50	\$100	\$1,200
100	\$200	\$2,400
250	\$500	\$6,000
500	\$1,000	\$12,000

### Arbitration Clause:

(a) Any controversy or claim arising out of this Agreement or any alleged breach of this Agreement shall be resolved by means of binding arbitration before a single arbitrator in accordance with the then existing Commercial Arbitration Rules of the American Arbitration Association, including the Optional Rules for Emergency Measures of Protection. The arbitrator shall be a practicing attorney or retired judge with at least fifteen years total working experience as such. The arbitration shall be held in **Vélan Solutions LLC office located at 890 E Higgins Rd Suite 150-B, Schaumburg, IL** or any other place agreed upon at the time by the parties. No demand for arbitration may be made after the date when the institution of legal or equitable proceedings based on such claim or dispute would be barred by the applicable statute of limitation. The arbitrator is not authorized to award punitive or other damages not measured by the prevailing party's actual damages.

(b) A party may apply to the arbitrator seeking injunctive relief until an arbitration award is rendered or the dispute is otherwise resolved. A party may, without waiving any other remedy, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party pending the arbitrator's appointment or decision on the merits of the dispute. If the arbitrator determines that a party has generally prevailed in the arbitration proceeding, then the arbitrator shall award to that party its reasonable out-of-pocket expenses related to the arbitration, including filing fees, arbitrator compensation, attorney's fees and legal costs.

(c) The arbitrator shall issue a reasoned award. Judgment upon the arbitrator's award may be entered in any court having jurisdiction. The arbitration proceedings and arbitrator's award shall be maintained by the parties as strictly confidential, except as is otherwise required by court order or as is necessary to confirm, vacate or enforce the award and for disclosure in confidence to the parties' respective attorneys, tax advisors and senior management and to family members of a party who is an individual.

(d) The arbitrator shall require exchange by the parties of (i) the name and, if known, address and telephone number of each person likely to have knowledge of relevant information, identifying the subjects of the information, and (ii) non-privileged documents, including those in electronic form, that are relevant to the issues raised by any claim, defense or counterclaim or on which the producing party may rely in support of or in opposition to any claim, defense or counterclaim. The arbitrator shall limit such production based on considerations of unreasonable expense, duplication and undue burden.

(e) This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to the choice of law principles of the State of Illinois or of any other jurisdiction.

(f) These exchanges shall occur no later than a specified date within 30 days following the appointment of the arbitrator. At the request of a party, the arbitrator may at his or her discretion order the deposition of witnesses. Depositions shall be limited to a maximum of three depositions per party, each of a maximum of four hours duration, unless the arbitrator otherwise determines. The arbitrator may allow such other discovery as he or she determines is reasonably necessary for a fair determination of the dispute. Any dispute or objections regarding discovery or the relevance of evidence shall be determined by the arbitrator. All discovery shall be completed within 60 days following the appointment of the arbitrator, unless the arbitrator otherwise determines.

### AGREED AND ACCEPTED:

Chief Ziman, Kristen	Vijay K. Harikrishna (VJ)
<b>Aurora, IL Police Department Chief</b>	<b>Vélan Solutions, LLC</b>
	890 E Higgins Rd Suite 150B Schaumburg IL 60173
Office:	O: 773.644.1664
Cell:	C: 224.388.7090
Date:	Date: 02/04/2020
Signature:	Signature:

## Appendix:

**1. Example of late payment or no payment:**

Let's assume \$1000 is due and the NET 30 date (Jan 31st in this example) has passed. Now, the late fee kicks in. The late fee would be assessed as follows:

Feb	Mar	Apr	May	Jun	Jul
10% of outstanding balance of \$1000 = <b>\$100.</b> Balance at the end of Feb would be \$1100	Assume no payment (partial or full) was made in Feb either. 10% of outstanding balance of \$1100 = <b>\$110</b> Balance at the end of Mar would be \$1210	Assume no payment (partial or full) was made in Mar either. 10% of outstanding balance of \$1210 = <b>\$121</b> Balance at the end of Apr would be \$1331	Assume no payment (partial or full) was made in Apr either. 10% of outstanding balance of \$1331 = <b>\$133.10</b> Balance at the end of May would be \$1464.1	Assume no payment (partial or full) was made in May either. 10% of outstanding balance of \$1464.1 = <b>\$146.41</b> Balance at the end of Jun would be \$1610.51	Assume no payment (partial or full) was made in Jun either. Original invoice due = <b>\$1000</b> Accrued late penalty fee <b>\$610.51</b> Total balance \$1610.51
<b>Service continues</b>	<b>Service continues</b>	<b>Service continues</b>	<b>Service continues</b>	<b>Service continues</b>	<b>Service suspended</b> • No additional late fees from this point on.

For the same example as above, in addition to the late fees, an annual 15% interest fee is assessed because Velan Solutions may be servicing the account on financed capital. The scheduled for the interest fee looks as follows:

Feb	Mar	Apr	May	Jun	Jul
15% annual rate on \$1000 balance:	15% annual rate on \$1210 balance:	15% annual rate on \$1331 balance:	15% annual rate on \$1464.1 balance:	15% annual rate on \$1610.51 balance:	Accrued interest fees totals <b>\$82.70</b>

<b>\$12.50</b> Service continues	<b>\$15.13</b> Service continues	<b>\$16.64</b> Service continues	<b>\$18.30</b> Service continues	<b>\$20.13</b> Service continues	<b>Service suspended</b> • Interest fee of \$82.70 will continue to be assessed every month going forward until balance is zeroed out.
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So, in this example, assuming no payment (partial or full) was made after the NET 30 Date of Jan 31st, on a \$1000 invoice, the account accrues a total of \$610.51 in late fee penalty and a \$82.70 in interest fee (15% annualized rate) before service is suspended. To restart the service, the total outstanding balance of \$1,693.21 (\$1000 + \$610.51 + \$82.70) should be paid at the earliest convenience opportunity. A service restart fee may be applicable depending on the situation. Restarting a suspended account is at Velan Solution's discretion.

## 2. Pricing example for departments of various sizes

The pricing model excludes Chicago PD and IL State Police. Chicago PD and IL State Police receive a 30% and 25% volume discount respectively.

Number of sworn LEO in the agency	Monthly cost to the agency	Annual cost to the agency
2	\$4	\$48
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100	\$200	\$2,400
250	\$500	\$6,000
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