

BEHAVIOR HEALTH RESPONDER SERVICES AGREEMENT

This Services Agreement for the development of a curriculum for a Behavioral Health Responder curriculum for a non-degree credited course at Carroll University (the “Agreement”) is made effective as of _____ (the “Effective Date”), by and between Carroll University, Inc., a not for profit institution of higher education at 100 N. East Ave., Waukesha, WI, 53186 (“Carroll”) and the City of Waukesha, a municipality with principal offices at 201 Delafield St., Waukesha, WI, 53188 (the “City”).

This Agreement sets forth the mutual understanding and agreement of Carroll and the City as to the terms and conditions under which Carroll University’s School of Education and Humans Services will develop a curriculum to train Behavior Health Responders as described in more detail below (the “Services”) in exchange for the compensation listed below.

TERMS AND CONDITIONS

1. SERVICES.

Carroll will select, retain and oversee appropriate subject matter experts to develop a 10-module curriculum to train behavioral health professionals to serve as Behavior Health Responders, who supplement law enforcement efforts by responding to emergency calls with probable mental and behavioral health etiology. The curriculum will be designed to be delivered through Carroll University’s Office of Continuous and Lifelong Learning credentialing program as stackable badges, one for each module, that will result in a Behavior Health Responder (“BHR”) Credential. The curriculum will address clinical mental health, policy psychology, trauma informed care, diversity equity and inclusion, and the unique needs of the City of Waukesha. The BHR Credential will be offered for no fewer than four cohorts. Carroll agrees to provide two eligible City employees entry into the first BHR Credential cohort and provide an additional eligible City employee into each of the following three cohorts at no charge to either the City or its employee (collectively, “the Services”). The curriculum will include didactic training and applied experience via a three to six-month clinical rotation with the City of Waukesha Police Department under the supervision of licensed mental health professionals retained by Carroll, which the City agrees to host at no charge to Carroll or participants in the BHR Credential. As an accredited institution of higher education, Carroll retains sole discretion and responsibility for the courses and course materials to be included in the curriculum for all academic programs, the academic and other requirements for admission to any such academic program and/or course and the nature and level of academic credit to be offered for each such academic program and/or course.

2. TERM.

The modules will be completed in time for the first cohort of BHR students, which is planned for March, 2023.

3. COMPENSATION.

The City shall compensate Carroll at total of \$360,000 for the Services, \$180,000 due upon execution this Agreement and \$180,000 no later than December 1, 2022. The parties expressly agree that Carroll is neither a sub-awardee nor responsible for any compliance or reporting responsibilities with respect the City's grant funding of the Services.

4. INSURANCE.

During the term of this Agreement, Carroll and the City shall maintain comprehensive general liability insurance coverage and professional liability insurance in amounts of one million dollars (\$1,000,000.00) per occurrence and three million (\$3,000,000.00) in the aggregate covering the acts, and omissions of their agents, officers, directors, employees, and faculty under this Agreement.

5. INTELLECTUAL PROPERTY.

The Services shall not be deemed a "work for hire" under this Agreement. The City acknowledges and agree ownership rights to the curriculum and all rights therein, including, without limitation, copyrights, belongs to and shall be the sole and exclusive property of Carroll.

6. RELATIONSHIP OF PARTIES; THIRD PARTY BENEFICIARIES.

Carroll is an independent contractor and nothing in this Agreement is intended or shall be construed to create any joint venture or employment relationship between the parties. None of the provisions contained herein are intended by the parties, nor may they be deemed, to confer any benefit on any person not a party to this Agreement.

7. NOTICE.

All notices shall be in writing, and communication or delivery shall be deemed to have been made if mailed by registered or certified mail, postage prepaid, or sent by nationally recognized overnight delivery, addressed to Carroll at the address set forth on the applicable Services Schedule and addressed to The City as set forth below, or to such other address that may be designated by the receiving party in writing in accordance with this section.

If to the City: Kevin Lahner, City Administrator
201 Delafield St.
Waukesha, WI 53188

Copy to: Brian Running, City Attorney
201 Delafield St.
Waukesha, WI 53188

If to Carroll: Dr. Kathrine Kramer, Dean of the School of Education and Humans Services
100 N. East Ave.
Waukesha, WI 53186

Copy to: Catherine Jorgens, University Counsel
100 N. East Ave.
Waukesha, WI 53186

8. INDEMNITY.

Carroll agrees to defend, indemnify, and hold harmless the City, its officers, directors, and employees (individually and collectively, an “Indemnified Party”) from any third-party claim, action, suit, or proceeding against an Indemnified Party (a “Claim”) to the extent that such Claim is based upon an allegation that the Services infringe on the intellectual property rights of a third party. Carroll will indemnify an Indemnified Party for any judgments, settlements, reasonable costs, and reasonable attorneys’ fees resulting from a Claim. Carroll’s obligations under this Section are conditioned upon the following: (i) upon becoming aware of the Claim, an Indemnified Party provides to Carroll prompt written notice of the Claim; (ii) an Indemnified Party gives to Carroll sole authority and control of the defense and/or settlement of the Claim; provided, however, that Carroll shall not enter into any settlement that binds in an Indemnified Party without consent, which consent shall not be unreasonably withheld, delayed, and/or conditioned; and (iii) an Indemnified Party provides all reasonable information and assistance requested by Carroll to handle the defense and/or settlement of the Claim.

9. SEVERABILITY.

If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

10. GOVERNING LAW.

The interpretation, validity and enforcement of this Agreement and the relationship between the parties is subject to, governed by and construed solely in accordance with the laws (statutory or otherwise) of the State of Wisconsin, without regard to its conflict of laws provisions, and any applicable federal laws.

11. TERMINATION.

Either party may terminate this Agreement at any time for any reason upon prior written notice to the other party. Provisions of these Terms which by their nature should survive termination will remain in force after any termination of the Agreement.

The parties, each by a duly authorized representative, have executed this Agreement on the dates indicated below.

CARROLL UNIVERSITY, INC.

CITY OF WAUKESHA

By _____

By _____