

Mental Health Crisis Response Unit Agreement

Waukesha County Department of Health and Human Services and City of Waukesha Police Department

This Agreement is entered into by and between Waukesha County, through its Department of Health and Human Services, 514 Riverview Avenue, Waukesha, Wisconsin 53188, referred to herein as the County; and the City of Waukesha, through its Police Department, 1901 Delafield Street, Waukesha, Wisconsin 53188, referred to herein as the City. Together, County and City are referred to herein as the Parties.

Recitals

The Parties intend to expand the previously created crisis-response program to provide crisis intervention services within the City to persons who have contact with the City's Police Department and who may need additional assessment or services for mental-health or substance-abuse issues.

Now, therefore, the County and City agree and contract as follows:

- 1. Crisis Response Unit Program.** The Parties previously created the Crisis Response Unit Program with the execution of the Mental Health Crisis Response Unit Agreement on November 16, 2022. This new Agreement creates a second Crisis Response Unit ("CRU"), which is comprised of a County-employed Clinical Therapist and an assigned officer or officers of the City's Police Department. This Agreement does not amend, modify, alter, or otherwise change the Mental Health Crisis Response Unit Agreement executed on November 16, 2022. While the two agreements are substantially similar, the funding for each is substantially different. As such, the two agreements will operate independent of each other.
- 2. Crisis Response Unit Duties and Responsibilities.**
 - a. The CRU shall respond to calls for service involving individuals experiencing a mental-health crisis; welfare checks related to mental-health or substance-use concerns; calls flagged as "mental observation;" or calls involving other circumstances having safety concerns that may be related to an individual's mental condition, including, but not limited to, dementia or cognitive incapacity. The Clinical Therapist may provide additional services, including, but not limited to, providing psychological first aid in a traumatic event or assisting in extreme emotional distress situations, upon approval by the Clinical Therapist's supervisor.
 - b. The CRU shall be assigned to respond to calls for service as indicated in Section 2.a as determined by the City, in consultation with the Clinical Therapist.
 - c. The CRU shall carry out the duties required by Wisconsin Statutes §51.15(2), including, but not limited to, providing crisis assessments and determining the services an individual requires within the scope of the Parties' qualifications. The Clinical Therapist shall serve as the "mental health professional" of the "county department" as referenced in Wisconsin Statutes §51.15(2)(c).
 - d. The Clinical Therapist will perform all tasks in accordance with Wisconsin Administrative Code DHS 34, Chapter 51 of the Wisconsin Statutes, and other policies and procedures as directed by the County.
 - e. While not involved in an active call, the Clinical Therapist may engage in community outreach and educational events related to mental-health awareness upon the approval of the Clinical Therapist's supervisor. Events may include Homelessness Engagement and Response Team outreach and meetings with key stakeholders, including those at Waukesha Memorial Hospital. Calls for service to the CRU shall take precedence over meetings and community events.

- f. The CRU shall not be tasked with the following: crisis negotiation, remaining with a person through medical clearance, or in general, response to incidents that do not involve a mental-health concern.
- g. The CRU shall be available for call response Mondays through Fridays, 8:00 a.m. to 11:00 p.m. or as otherwise agreed upon by both Parties, subject to the following exceptions:
 - i. The CRU will not operate on County holidays, a list of which can be found at www.waukeshacounty.gov/holidays.
 - ii. The CRU will not operate on days in which the assigned police officers or the assigned Clinical Therapist are unavailable. Notice of unavailability shall be provided to the other Party at least 5 County business days in advance of the unavailability. If the unavailability is determined less than 5 County business days in advance of the unavailability, notice shall be provided to the other Party as soon as possible.

3. General CRU Terms.

- a. Police officers assigned to the CRU shall maintain the authority and responsibilities of an on-duty police officer, including, but not limited to, control of the scene and making determinations regarding the safety of all involved.
- b. While engaged in a call, the Clinical Therapist shall follow all directions given pursuant to Section 3.a. by the police officers assigned to the CRU and any other law-enforcement officers involved in the incident.
- c. The Clinical Therapist shall maintain the sole authority to approve an emergency detention under Wisconsin Statutes Chapter 51 when actively involved in a CRU call.
- d. Police officers assigned to the CRU shall operate the City squad car assigned to the CRU. The Clinical Therapist may be a passenger in any City vehicle utilized for the CRU but shall never operate the vehicle.
- e. The officers assigned to the CRU shall be subject to the Police Department's shift assignments, and may be different from shift to shift.
- f. On days in which the CRU does not operate due to the unavailability of the assigned police officers, the Clinical Therapist shall work in the assigned workspace within the Police Department.
- g. Whenever the Clinical Therapist must respond to a call for service without the assigned police officers, including, but not limited to, when the police officers are unavailable, when the Clinical Therapist is attending trainings, and when the Clinical Therapist has been safely dropped off pursuant to Section 8 of this Agreement, the Clinical Therapist shall utilize his or her own vehicle to respond to the call for service in the same manner as other County clinical therapists assigned to the County Crisis Intervention team.

4. Clinical Therapist Requirements. The Clinical Therapist shall meet the following requirements:

- a. The Clinical Therapist shall be a full-time employee of Waukesha County and shall meet minimum qualifications and education requirements as determined by the County position classification.
- b. The Clinical Therapist shall be required to pass a background check and receive clearance from the Waukesha Police Department to work in the Police Department building. Any cost associated with the background check shall be the responsibility of the City.

- c. The Clinical Therapist shall attend meetings, trainings, and supervisions as required by Wisconsin Administrative Code DHS 34 and as required by the County. If such attendance will result in an unavailability for regular CRU duty, then notice shall be given to the City pursuant to Section 2.g.ii. Regardless, when possible, the Clinical Therapist shall monitor his or her City-issued police radio and County-issued cell phone for CRU calls for service and shall respond accordingly. If the County determines the Clinical Therapist is unable to monitor for CRU calls for service during a required meeting, training, or supervision, the County shall notify the City of the Clinical Therapist's unavailability as soon as possible.
- 5. **Police Officer Requirements.** City police officers shall, at minimum, have completed a 40-hour Crisis Intervention Team Program provided by the National Alliance on Mental Illness (NAMI) – Southeast Wisconsin prior to assignment to the CRU. Different police officers may be assigned to the CRU depending on the day.
- 6. **Payment.**
 - a. The City shall pay the County a sum of \$8,791.63 per month through Year 1 (May 1, 2024 – December 31, 2024) for a total of \$70,333.00. The County will issue the bills in the following manner: two monthly bills will be issued in May and one bill will be issued each month from May through November so the City pays for services prior to the services being delivered each month. Payment will be made monthly, no later than thirty days after the bill is issued.
 - b. For Year 2 (January 1, 2025 – September 30, 2025), the City shall pay the County a sum of \$8,815.33 per month for a total of \$79,338.00. The County will issue the first bill in December 2024 and monthly thereafter through August 2025. Payment will be made monthly, no later than thirty days after the bill is issued.
 - c. If the grant utilized by the City to fund this position extends beyond September 30, 2025, and the parties enter an amendment pursuant to Section 15 of this Agreement, payments for months subsequent to September 30, 2025, shall be made pursuant to Section 6.b.
- 7. **Workspace, Supplies and Equipment.**
 - a. City shall provide all supplies and tools required by its police officers, the squad car to be operated by the police officers assigned to the CRU, and all gas and maintenance for the squad car.
 - b. City shall provide a police radio and a workspace for the Clinical Therapist at the Police Department, including a desk, chair, and internet access that meets the County's security requirements.
 - c. The County shall supply the Clinical Therapist with a laptop, cell phone, and other typical office supplies such as paper and writing utensils, necessary for the Clinical Therapist to carry out his or her duties.
 - d. Any other necessary supplies or expenses beyond those specified in this section shall be mutually decided upon between the Parties, including responsibility for the cost. Any item purchased by a Party shall remain the property of the purchasing Party.
- 8. **High-Risk Situations.** If the CRU is required to respond to a critical situation deemed by the CRU officer to be inappropriate or unsafe for the Clinical Therapist, the police officer shall return the Clinical Therapist to the Police Department or drop him or her off at another safe location before responding to the call. The Clinical Therapist will then resume work from the Police Department building and respond to calls as provided under Section 3.g.

9. **County Crisis Intervention Team.** The Waukesha County Crisis Intervention Team will remain available to the City on a 24/7 basis. The CRU should be utilized when available. The CRU will determine availability to respond to multiple or “stacked” calls. Supervisors from the County and Waukesha Police can be consulted as needed to determine the most efficient response.
10. **Supervisory Authority.** Subject to Section 3.b, the County retains supervisory control over the Clinical Therapist. The City retains supervisory control over police officers assigned to the CRU.
11. **Supervisor Participation.** To ensure efficiency and functionality of this program, the Clinical Therapist’s supervisors may periodically accompany the CRU when it performs its duties under this Agreement. The County shall give notice to the City at least 15 business days prior to the planned accompaniment unless otherwise agreed upon by the Parties.
12. **Clinical Therapist Hiring Process.** If the County engages in a hiring process for the Clinical Therapist position assigned to the CRU, up to two representatives of the City may be present for any interviews of candidates. The City representatives shall not ask any questions of the candidates or participate in any other way. Following the conclusion of an interview, the City representatives may provide feedback to the County regarding the candidate. The County retains the authority to make all hiring decisions regardless of any feedback provided by the City. The County may use discretion to hire a Senior Mental Health Counselor to fill the position of Clinical Therapist. If the position is underfilled by a Senior Mental Health Counselor, the Senior Mental Health Counselor shall fulfill the roles and duties of the Clinical Therapist pursuant to this Agreement.
13. **Adherence to Laws and Policies.** Each Party shall abide by all applicable Federal and State laws, regulations, and policies, including, but not limited to, confidentiality and privacy laws, while performing their respective duties pursuant to this Agreement. In addition, each Party shall abide by their respective policies and guidelines while performing their respective duties pursuant to this Agreement.
14. **Conflicts.** Any disagreements or conflicts between members of the CRU that cannot be resolved directly should be directed to respective supervisors. Disagreements or conflicts not directly related to the CRU (e.g., medical clearance, transportation for persons in custody, etc.) between the City and the County should be directed to respective supervisors.
15. **Term.** The term of this Agreement is from May 1, 2024, to September 30, 2025. If the grant received by the City to fund this position extends beyond September 30, 2025, this Agreement may be extended for the period of time the grant is extended. If the Parties agree to extend this Agreement for the period of time the grant is extended, the Parties shall enter an amendment reflecting the same. There are no automatic renewals of this Agreement.
16. **Amendments and Termination.**
 - a. If for any cause either Party fails to fulfill its obligations under this Agreement, or if either Party violates any of the covenants or stipulations of this Agreement, or if either Party violates State or Federal law while providing services under this Agreement, the failing or violating Party shall have a right to remedy any violation within 15 business days of said failure or violation.
 - b. If the failing or violating Party under Section 16.a above fails to remedy the violation or failure within the time prescribed and the violation or failure substantively affects this Agreement and the purpose for this Agreement, the nonfailing and non-violating Party shall thereupon have the right to terminate this Agreement by giving written notice to the failing or violating Party specifying the effective date thereof, at least 30 days before the effective notice of such termination.

- c. If the County terminates this Agreement due to the City's failure to remedy a breach pursuant to Section 16.b., the City shall pay the County pursuant to this Agreement through the date of termination, prorated on the basis of the monthly charge set forth in this Agreement. In addition, if the County is unable to reassign the Clinical Therapist and the County becomes obligated to pay unemployment compensation to the Clinical Therapist, the City will reimburse the County for such unemployment compensation payments made by the County until such time that the Clinical Therapist is no longer eligible to receive unemployment compensation, or the date on which this Agreement would have expired but for the County's early termination, whichever occurs first. Such costs will be billed to the City on a monthly basis on 30 days net terms.
- d. If the City terminates this Agreement due to the County's failure to remedy a breach pursuant to Section 16.b., the City shall pay the County pursuant to this Agreement through the date of termination, prorated on the basis of the monthly charge set forth in this Agreement.
- e. Any and all amendments to this Agreement shall be agreed to in writing by the County and the City in an amendment, to be signed by the authorized representatives of both parties.
- f. The continuation of this program and Agreement is subject to the availability of resources and funding by both the County and the City. If either party determines they do not have the resources available to continue operating this program, this Agreement shall terminate upon 60 days' written notice to the other party.

17. Record Retention.

- a. Records created by the City shall remain the records of the City and the City shall be the custodian of those records.
- b. Records created by the County shall remain the records of the County and the County shall be the custodian of those records.

18. Independent Contractors. It is the intent of the parties that the relationship of the County and the City is that of independent contractors. Neither is the agent of the other. Additionally, the Clinical Therapist remains an employee of the County and the assigned police officers remain employees of the Waukesha Police. Each party will therefore be responsible for its own acts or omissions. Nothing in this paragraph is intended to preclude or foreclose the right of either party to bring a cross-claim or third-party claim against the other for contribution as a joint tortfeasor.

19. Indemnification.

- a. The City agrees to indemnify, hold harmless and defend the County, its officers, agents, and employees from any and all liability, including claims, demands, losses, costs, damages and expenses of every kind and description, or damage to persons or property, which either arises out of, in connection with, or occurs during the course of this Agreement, where such liability is founded upon or grows out of the acts or omissions of the City.
- b. The County agrees to indemnify, hold harmless and defend City, its officers, agents, and employees from any and all liability, including claims, demands, losses, costs, damages and expenses of every kind and description, or damage to persons or property, which either arises out of, in connection with, or occurs during the course of this Agreement, where such liability is founded upon or grows out of the acts or omissions of the County.

- c. The indemnification obligations set forth in this Agreement shall survive the termination of this Agreement with respect to any and all claims and causes of action arising under the performance of this Agreement.
 - d. Nothing in this Agreement or the acts of either Party shall in any way constitute a waiver by either Party, its agents, officers, and employees of any immunity, liability limitation, limitation on the amount recoverable, or other protections available to either Party under Wisconsin Statutes Chapter 893 or any other applicable statute or law.
20. **Insurance.** Both Parties shall at all times during the term of this Agreement keep in force and effect insurance policies as outlined below, issued by a company or companies authorized to do business in the State of Wisconsin.
- a. General Liability Insurance (including errors or omissions/professional liability unless a separate policy is issued) – Policy shall be written to provide coverage for, but not limited to, the following: a) premises and operations, b) personal injury, and c) blanket contractual. Limits of liability not less than \$1,000,000 each occurrence and \$1,000,000 aggregate.
 - b. Automobile Liability Insurance – Business automobile policy covering all owned, hired, and non-owned private passenger autos and commercial vehicles. Limits of liability not less than \$1,000,000 combined single limit.
 - c. Worker's Compensation and Employers' Liability Insurance – Statutory worker's compensation benefits and employers' liability with limits of liability not less than \$100,000 each accident.
 - d. As the Parties are independent contractors, each shall maintain their own insurance policies to cover their respective employees and any liability to third parties, except the City's insurance shall be primary with respect to injuries sustained by the Clinical Therapist or County supervisors while loading, entering, exiting, riding, or sitting in a City vehicle assigned to the CRU.
21. **Waiver.** A failure to exercise any right, or a delay in exercising any right, power, or remedy hereunder on the part of either party shall not operate as a waiver thereof. Any express waiver shall be in writing and shall not affect any event or default other than the event or default specified in such waiver. A waiver of any covenant, term, or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition.
22. **Venue and Applicable Law.** Any lawsuits related to or arising out of disputes under this Agreement shall be commenced and tried in the Circuit Court of Waukesha County, Wisconsin and both Parties shall submit to the jurisdiction of the Circuit Court for such lawsuits. This Agreement and any disputes arising under it shall be governed by the laws of the State of Wisconsin.
23. **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall remain valid and in full force and effect. The invalid provision shall be replaced by a valid provision that comes closest in intent to the invalid provision.
24. **Communication of Notices.** Any notice provided under this Agreement shall be sent to the Parties using the following contact information:

County:

Jennifer Wrucke, Crisis Intervention & Chapter 51 Court Services
514 Riverview Ave.

Waukesha, WI 53188
jwrucke@waukeshacounty.gov
262-548-7357

City:

Tom Wagner, Assistant Chief of Police
1901 Delafield Street
Waukesha, WI 53188
twagner@waukesha-wi.gov
262-524-3767

25. **Entire Agreement.** It is understood and agreed that the entire Agreement between the Parties is contained herein except for those matters incorporated herein by reference, and that this Agreement supersedes all oral agreements and negotiations between the Parties relating to the subject matter thereof.
26. **Execution.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The copied signature of a party to this agreement shall be considered as if it was an original signature.
27. **Authorization.** The above Agreement has been authorized by the respective governing bodies of the City of Waukesha and Waukesha County.

Agreement executed as of the ____ day of _____, 2024.

Waukesha County

By Elizabeth Aldred
Director, Department of Health and Human Services

(sign above)
Print name: _____
Title: _____

City of Waukesha

By Shawn N. Reilly, Mayor

Attested by Gina L. Kozlik, City Clerk-Treasurer