

ATTACHMENT A – SCHEDULE OF SERVICES

CITY OF MILWAUKEE, MILWAUKEE POLICE DEPARTMENT

MOBILE CRISIS TEAM POSITION FOR MPD POLICE OFFICER

Responsibilities and Obligations of County

The role of the Mobile Crisis Team (“Crisis Team”) is to respond to behavioral health crises in the community. A key component of this response is the evaluation of emergency detentions.

The Behavioral Health Division of Milwaukee County (“County”) will provide the following to the Milwaukee Police Department (“Contractor”):

1. In collaboration with law enforcement, the County will provide mental health assistance with potential emergency detentions with the goal of reducing the number of emergency detentions.
2. The Crisis Team will be first responders to behavioral health emergency calls.
3. In conjunction with Contractor the Crisis Team will provide an on-site clinical evaluation, risk assessment and recommendation when it is impossible or impractical for the individual in need (“Recipient”) to come to the Psychiatric Crisis Service/Admissions Center
4. County will provide personnel for the Crisis Team--which shall include RNs, Behavioral Health Emergency Service Clinicians, and a psychologist--and will expand the Crisis Team to include a Milwaukee Police Department officer.
5. The officer(s) involved will receive intensive behavioral health training from the County, and will undergo the full thirty (30) day training provided to all Crisis Team members. The County will not commence such training until this Agreement has taken effect. Contractor will be reimbursed for an officer’s training time as set forth below in Paragraphs 10 and 26.
6. The County will identify proposed sites for the Crisis Team to operate out of, which may be the newly opened North Side Crisis Recovery Center under contract with County or another neutral, community-based site.
7. Database: The County will maintain a database for the collection and maintenance of information regarding Recipients served and issues presented. The County will make this data available to Contractor and will prepare reports as requested for general reporting and planning.
8. The County will manage a complaint/grievance system. In managing complaints and grievances, the County shall ensure that information regarding complaint/grievance rules and procedures is provided to Recipients. The County shall also act as an intermediary in attempting to informally resolve Recipients’ complaints/grievances related to services provided under this Contract.
9. Quality Assurance: County staff will conduct regularly scheduled reviews. These reviews will ensure that law enforcement services are in compliance with the contract and with accepted standards. Reviews will provide a basis for future policy recommendations concerning law enforcement services provided by the Crisis Team.
10. **Reimbursement:** Contractor will be reimbursed based upon the officer’s hourly unit rate (1 hour = 1 unit) including any reported overtime and including fringe benefits and employer’s payroll taxes, which benefits and taxes shall be calculated at a rate which is [REDACTED] % of the officer’s hourly rate. Contractor must submit to County a statement of services provided following the end of each

calendar month. Contractor will be reimbursed for officer's salary for holidays, vacation, or other paid time off consistent with Contractor's pay and benefit policies.

Responsibilities and Obligations of Contractor

11. Contractor shall provide all personnel required to perform the Covered Services listed in this Attachment. Initially, Contractor will provide for the services of an identified police officer who will become a dedicated part of the Crisis Team. Upon mutual agreement between County and Contractor, an additional officer or officers may be added to the Crisis Team later during the term of this Agreement. Replacement personnel shall be by persons of like qualification. Written notification of new or replacement personnel shall be made per County's Policies and Procedures prior to the provision of Services. It is understood that final authority for determining eligibility to be a Service Provider rests with the County.
12. Officer(s)' services will be provided for a minimum of 40 hours per week, Monday through Friday. Contractor is responsible for providing back-up officer coverage whenever a regularly scheduled officer is unavailable to report for duty. Only officers contracted and approved by the County may serve in this back-up capacity. Hours of operation are subject to change as additional officers are added pursuant to this Agreement. Overtime may be approved by mutual agreement between County and Contractor. County will reimburse Contractor for approved overtime.
13. The parties agree that any Milwaukee Police Department officer's service on the Crisis Team pursuant to this Agreement does not render that Officer a County employee. All officers remain employees of the City of Milwaukee.
14. Contractor hereby waives any subrogation rights against the County related to any worker's compensation claims arising from work performed pursuant to this Agreement.
15. Contractor shall determine the methods, procedures, and personnel policies to be used in initiating and furnishing Services to the Crisis Team, except as provided herein, or as identified in Purchaser Policies and Procedures.
16. Contractor's employee(s) agree to work collaboratively with County, its agents, and other Service Providers, including the Crisis Team, to provide services to Recipients.
17. County reserves the right to remove any officer from the Crisis Team at any time. If an officer is unable to provide services, Contractor must report this fact to the County. Failure to provide such notice may result in termination of this contract.
18. Contractor agrees not to provide officers who are suspended, debarred, or under investigation by County or other federal, state, or local entities.
19. The officer's only job responsibility will be to respond to calls for Emergency Detentions and/or follow up calls.
20. Contractor shall, at its sole expense, provide officer's squad car and maintain said squad car.
21. Contractor shall, at its sole expense, provide officer's radio, laptop computer, connection with City's communication system and all other equipment necessary to carry out law enforcement duties.
22. The officer(s) involved will have received training in cultural competency and cultural sensitivity issues regarding special populations, including people with special needs.

23. The officer(s) involved will have received training in understanding Chapter 51.15 (Emergency Detention processes) Wis. State Statutes and related liability issues.
24. Contractor agrees to abide by the terms of the Milwaukee County Caregiver Resolution and the Wisconsin Caregiver Law requiring Background Checks on all caregivers as set forth in Section Three (Compliance with Caregiver Background Checks) of this Agreement.
25. Throughout the term of this Agreement, Contractor agrees to maintain current credentials and licenses for officer(s) as required by federal, state, and county regulations and Contractor's service descriptions and/or Policies and Procedures.
26. **Reporting to County for Reimbursement** : Contractor will be reimbursed based upon the officer's hourly unit rate (1 hour = 1 unit) including any reported overtime and including fringe benefits and employer's payroll taxes, which benefits and taxes shall be calculated at a rate which is % of the officer's hourly rate. Contractor must submit to County a statement of services provided following the end of each calendar month. Contractor will be reimbursed for officer's salary for holidays, vacation, or other paid time off consistent with Contractor's pay and benefit policies.

Mutual Indemnification

The parties to this Agreement agree to indemnify, defend and hold harmless the other party and its elected officials, officers, employees and agents against any and all liability, losses, charges, fines, costs or expenses, including attorney's fees, to the extent such damages, resulting from suits at law or in equity, are caused by or result from any wrongful, intentional or negligent acts or omissions that arise out of this Agreement and that are attributable to the indemnifying party or any of its officers, employees, agents or representatives. Such acts or omissions may include, but are not limited to, those resulting in claims for bodily injury, personal injury, death, property loss/damage, employment discrimination/retaliation, civil rights violations, or environmental violations. Milwaukee County's liability shall be limited by Wis. Stat. Section 345.03(3) for automobile liability claims and Wis. Stat. Section 893.80(3) for general liability claims.

AUTHORIZATION and APPROVAL

This Contract shall take effect on MONTH 1, 2013 and shall remain in effect until December 31, 2013

IN WITNESS WHEREOF, the parties to this Contract have caused this instrument to be executed by their respective proper officers, and an amount not to exceed **\$187,500 (One Hundred Eighty-Seven Thousand Five Hundred Dollars)** for this period and will be made available by County to Contractor for the purposes identified herein.

The County has executed this Contract pursuant to action taken by its Board of Supervisors on (DATE), Resolution File No. _____.

Signatures must be in BLACK or BLUE ink only.

FOR: MILWAUKEE COUNTY

**FOR: CONTRACTOR
CITY OF MILWAUKEE
MILWAUKEE POLICE DEPARTMENT**

Héctor Colón, Director Date
Milwaukee County
Department of Health and Human Services

(Signature) Date

(Please print name of person signing)

Cynthia Van Pelt
Milwaukee County
Executive Director of Risk Management

Approved as to form and independent contractor status:

By: _____ Date: _____

Corporation Counsel