



MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (this "**Agreement**") is made as of this 3rd day of November 2022 (the "**Effective Date**"), between Ascent Consulting, LLC, a Wisconsin limited liability company ("**Ascent**"), and City of Sheboygan Police Department, a Wisconsin police agency ("**Client**," each a "**Party**" and collectively with Ascent, the "**Parties**").

I. SCOPE OF WORK

- A. Services and Forms. Subject to the terms and conditions of this Agreement, Ascent will provide to Client certain mental health wellness consulting services, which may include, among other things, individual or group counseling and organizational training services, as may be requested by Client and specified in one or more statements of work (each a "**SOW**," attached hereto as a template and **Exhibit A** collectively) (the "**Services**"). Each SOW must be executed by both Parties and specify, without limitation, the scope, objective, time frame of the work and agreed upon rates or fees, as applicable. All changes to the scope, duration, or any other aspects of a SOW must be agreed upon and documented in a written amendment to the applicable SOW. Individuals who participate in the Services provided to Client or utilize the Materials, whether employees, contractors, or job candidates, are referred to herein as "**Participants**."

II. PERFORMANCE OF SERVICES

- A. Ascent Personnel. Ascent will determine the methods of performing the Services in its own discretion and act as an independent contractor. Client is not authorized to direct Ascent to terminate the employment (or contract) of any of Ascent's employees (or contractors). To the extent that any SOW requires performance by Ascent at Client facilities, Ascent personnel will comply with reasonable Client-provided policies and procedures regarding workplace conduct, access, security and use of Client facilities, systems, and property.
- B. Applicable Laws and Personnel. In its performance of Services, Ascent and its personnel will reasonably comply with all applicable laws and regulations, and shall secure and maintain all licenses and permits required by applicable law for the performance of the Services. Client will promptly notify Ascent upon the occurrence of the filing of a claim or lawsuit by a Participant, initiation of an investigation by a Participant or government agency, initiation of a government agency audit, or disposition of a claim or lawsuit that relates to any Services provided hereunder.
- C. Cooperation. Client shall, from time to time upon reasonable request and notice from Ascent, provide Ascent with any and all information necessary for Ascent to perform its obligations hereunder, and shall execute such agreements, documents and instruments as Ascent shall deem reasonably necessary to perform its obligations hereunder.
- D. Ascent Representations and Warranties. Ascent represents and warrants that: (i) Services will be rendered in a competent, professional manner, with promptness and diligence; and (ii) Ascent is the lawful owner or licensee of any proprietary Materials used in the performance of the Services contemplated hereunder, and Ascent has the right to permit Client use of such proprietary Material and such will not infringe the intellectual property or other rights of any third party. THE FOREGOING ARE ASCENT'S EXCLUSIVE WARRANTIES WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER, AND ARE IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

III. SERVICE FEES

- A. Term. This Agreement will commence on the Effective Date and will continue in full force and effect for one (1) year (the “**Initial Term**”) unless or until terminated in accordance with the terms of Article VI of this Agreement. Upon expiration of the Initial Term, this Agreement shall automatically renew for a one (1) year term unless terminated (collectively with the Initial Term, the “**Term**”). The duration of each SOW will be specified in the applicable SOW. In the event the term of an SOW extends beyond the Term of this Agreement, the provisions of this Agreement shall continue to apply to all Services provided thereunder.
- B. Fees and Invoicing. Fees and pricing for the Services will be set forth in each SOW. Ascent will invoice Client upon the schedule set forth in the applicable SOW. Payment is due thirty (30) days after the date of each invoice. Ascent reserves the right to suspend the provision of any Services if Client fails to pay any undisputed amounts/fees when due hereunder. Ascent will invoice as Services are performed and for expenses as incurred. Client shall reimburse Ascent for all reasonable out-of-pocket travel expenses incurred by Ascent personnel, including round-trip coach class airfare and reasonable ground transportation, lodging and meals, within thirty (30) days of receipt by Client of an invoice from Ascent accompanied by receipts or other reasonable supporting documentation.
- C. Taxes. Pricing of Services is not inclusive of taxes. Client shall pay all sales and use taxes, and any other similar taxes, duties and charges of any kind (collectively, “**Taxes**”) imposed in connection with Ascent’s provision of the Services. Client shall provide any applicable tax exemption claims in writing to Ascent in advance of placing an order. Ascent shall be solely responsible for all Taxes associated with or assessed on its income, revenue, gross receipts, personnel, or real or personal property or other assets.
- D. Cancellation/Rescheduling Terms. In the event Client or Ascent cancels or reschedules any session of group consulting or organizational training Services, the cancelling or rescheduling Party will pay for all non-refundable costs incurred by the other Party. Client also agrees to pay Ascent a cancellation/rescheduling fee for each such session that is canceled or rescheduled by Client and the fee will be per the below chart.

Cancellation/Rescheduling	Cancellation/Rescheduling Fee
1-0 business days before scheduled session	100% of session fee

IV. OWNERSHIP & CONFIDENTIALITY

- A. General. Ascent shall retain all right, title, and interest in and to all Services, including any Materials (as defined below) provided in connection with the Services. Any Ascent proprietary or Confidential Information used to perform the Services, or included in any Materials, shall remain the exclusive property of Ascent. Except as expressly provided herein, Ascent does not transfer or assign to Client any copyright, trademark, patent, trade secret or other intellectual property rights or interests of any kind of Ascent in the Services or Materials provided under this Agreement or in any related know-how.
- B. Materials. “**Materials**” means all materials, documents, presentations, reports or other copyright-protected deliverables provided to Client by Ascent, regardless of format. Ascent provides Client a non-exclusive, non-transferable, non-sublicensable license to use the Materials for Client’s internal

business purposes in connection with receipt of the Services. However, Client is not granted any right to use the Materials for purposes of conducting its own internal training(s) or to disclose the Materials to any third parties in connection with the delivery of consulting and/or training services either within Client's organization or other organizations. No right to modify, translate, or copy such Materials is given, unless previously provided in writing by Ascent; Ascent will retain copyrights on all modified, copied, and translated Materials. If Materials are to be provided in an electronic format under a particular SOW for client distribution: (1) Ascent shall provide a master electronic file of such Materials for use by Client, in lieu of providing hard copies of Materials; (2) access to such Materials is restricted to Participants in the course for which the Materials were provided; (3) each Participant may print one set of such Materials for personal use during and after attending the specified training or Services meeting; and (4) upon termination or expiration of the applicable SOW, Client shall delete the electronic master file for such Materials.

- C. Confidentiality. In the course of the Parties' performance under this Agreement and each SOW, it is anticipated that each Party (the "**Receiving Party**") will acquire knowledge of certain nonpublic or proprietary information of or relating to the other Party (the "**Disclosing Party**") that Disclosing Party expects to be confidential and proprietary, including without limitation, (i) information regarding business plans or operations; (ii) personal information pertaining to the Disclosing Party's employees, Participants, contractors, or agents; (iii) in the case of Ascent, method of performance of Services and related Materials (including the content and design); and (iv) any other information of a similar nature not generally disclosed by the Disclosing Party to the public, all of which information is referred to collectively hereafter as "**Confidential Information**." Unless specifically required by this Agreement or applicable law or required or permitted by the Disclosing Party in writing, the Receiving Party shall not use or divulge or disclose to any other person, firm or organization any Confidential Information acquired by it unless such information enters the public domain (through no fault of the receiving party) or becomes known by third parties not under an obligation of confidentiality to the Disclosing Party.
- D. Protection of Participant Information. Many Services provided by Ascent require that Ascent protect the confidentiality and/or anonymity of the Participants and their disclosures in order to maintain the integrity and value of the Services and Ascent's compliance with its legal, regulatory and ethical obligations. As such, Client will not have direct or indirect access to Ascent's records related to performance of the Services, including without limitation, any disclosures or information provided to Ascent at the Participant level. Ascent shall not, directly or indirectly, provide Client with any the results of any assessments, wellness checks, counseling or other health information provided by a Participant in connection with the Services unless specifically permitted by law and approved by the Participant.

V. LIMITATION OF LIABILITY

NEITHER PARTY SHALL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, AND REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE OR WHETHER SUCH DAMAGES ARE REASONABLY FORESEEABLE. ASCENT'S MAXIMUM LIABILITY TO THE CLIENT RELATING TO THIS AGREEMENT OR ASCENT'S PERFORMANCE OR NONPERFORMANCE HEREUNDER SHALL BE LIMITED IN THE AGGREGATE VALUE OF THE SERVICES PROVIDED UNDER THIS AGREEMENT DURING THE PREVIOUS 12 MONTH PERIOD.

VI. TERMINATION

- A. Termination for Convenience. Either Party may terminate this Agreement without regard to cause upon thirty (30) business days' prior written notice to the other Party.
- B. Termination for Cause. This Agreement may be terminated immediately by a Party if the other: (i) commits a material breach of this Agreement, which breach has not been cured after the breaching Party receives ten (10) business days' advance written notice with the specifics of the breach to be cured; or (ii) appoints a receiver, liquidator, assignee, or trustee or files under Title 11 of the United States Code or any other applicable Federal or State bankruptcy, insolvency or other similar law of a petition for relief, or the filing against such Party under Title 11 of the United States Code or any other applicable Federal or State bankruptcy, insolvency or other similar law of an involuntary petition which remains undismissed or unstayed for a period of thirty (30) consecutive days, or such Party consents to the filing of such a petition.
- C. Consequences of Termination. Upon termination of this Agreement for any reason:
 - (i) Ascent and Client will account to each other for all matters outstanding with respect to this Agreement, and Ascent will deliver to Client a final accounting of all amounts due hereunder. Client shall, within thirty (30) days after delivery of the final accounting, pay to Ascent all amounts due.
 - (ii) Client shall promptly return all Ascent property in any format (including all source files of Materials, if applicable) and will discontinue use of all Services. Client is not required to return Participant Materials that have been already distributed to Participants under this Agreement.

The termination of this Agreement will not affect the rights of either Party with respect to any damages it has suffered because of any breach of this Agreement, nor will it affect the rights or obligations of any Party hereto arising out of events occurring prior to the date of termination. The obligations of indemnification and confidentiality, and other obligations which by their nature would continue after termination, will survive the expiration or termination of this Agreement.

VII. GENERAL

- A. Non-Solicitation of Employees. During the Term of this Agreement, and for one (1) year thereafter, Client shall not, either directly or indirectly, on their own behalf or on behalf of any other person, firm, or organization: (i) solicit an employee or contractor of Ascent, who is directly involved in the provision of Services, to leave the employ of or engagement by Ascent, or (ii) induce such employee or contractor to breach any employment agreement or services contract with Ascent. This restriction shall not apply to a Client soliciting employment through general public advertisements.
- B. Assignment. This Agreement is binding on and inures to the benefit of the Parties hereto and their respective permitted successors and permitted assigns. Neither Party may assign any of its rights and/or delegate any of its obligations under this Agreement without the other Party's prior written consent. Any purported assignment or delegation in violation of this Section VII.A shall be null and void.
- C. Entire Agreement. This Agreement, together with all SOWs, constitute the entire agreement between the Parties with respect to the subject matter contained in this Agreement and supersedes all prior agreements with respect to such subject matter. No modification, waiver, or discharge

hereof will be valid unless in writing and signed by an authorized representative of both Parties.

- D. Notices. All notices, requests, demands and determinations under this Agreement will be in writing and will be deemed duly given and received upon actual receipt (or independent confirmation thereof) by the following designees; however, a Party may from time to time change its address or designee for notification purposes by giving the other prior written notice of the new address or designee and the date, at least twenty (20) days from the date of the notice, upon which it will become effective.

If to Ascent:
Ascent Consulting, LLC
P.O. Box 2641
Appleton, WI 54912-2641
Attn: Ignacio Enriquez, Jr.

If to Client:
Sheboygan Police Department
Attn: Chief Domagalski
1315 N. 23rd St
Sheboygan, WI 53081
Attn: _____

- E. Governing Law; Venue; Jurisdiction. This Agreement and performance under it will be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to choice of law principles. Venue and jurisdiction for any action or claim arising out of or relating to this Agreement shall be in the state and federal courts located in Green Bay, Wisconsin. The Parties consent to the venue and jurisdiction of such courts and waive any objections to such.
- F. Relationship of Parties. Ascent is an independent contractor and nothing in this Agreement is intended nor shall be construed to create any joint venture or employment relationship between the Parties. No employee or agent of either Party may be deemed an employee or agent of the other Party by reason of this Agreement. Ascent shall be fully responsible for all tax liabilities arising from its status as an independent contractor. Each Party shall reasonably notify the other Party and permit the other Party to participate in the resolution of any inquiry or audit related to Ascent's status as an independent contractor.
- G. Severability and Survival. The invalidity of any provision of this Agreement will not affect the validity and binding effect of any other provision. Any invalid provision will be severed from this Agreement and the remainder of the Agreement will be enforced to the maximum extent permitted by applicable law and in keeping with the original intention of the Parties. Any provision of this Agreement that contemplates performance or observance after termination or expiration of this Agreement will survive termination or expiration of this Agreement and continue in full force and effect.
- H. Force Majeure. Ascent will not be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, epidemics, pandemics, governmental orders, civil disorders, strikes, lock-outs, embargoes, or any other cause beyond the reasonable control of Ascent.
- I. Authority. Each Party executing this Agreement hereby warrants: (a) the entity on whose behalf such person is signing is duly organized and validly existing under the laws of its state of organization; (b) such entity has full right and authority to enter into this Agreement and to perform all its obligations hereunder; and (c) each person signing this Agreement is duly and validly authorized to do so.
- J. Counterparts. This Agreement and any SOW may be executed in two or more counterparts,


including counterparts transmitted by in electronic (.pdf) format, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have each caused this Agreement to be signed and delivered by its duly authorized officer, all as of the Effective Date.

ASCENT:

Ascent Consulting, LLC

By: 
Ignacio Enriquez, Jr., Member

CLIENT:

Sheboygan Police Department

By: _____
Name: _____
Title: _____



EXHIBIT A

Form of Statement of Work

STATEMENT OF WORK No. 1

THIS STATEMENT OF WORK ("SOW"), dated November 3, 2022 ("**Effective Date**"), is entered into by and between Ascent Consulting, LLC, a Wisconsin limited liability company ("**Ascent**"), and City of Sheboygan Police Department, a Wisconsin police agency ("**Client**") pursuant to the Master Services Agreement dated as of November 3, 2022 by and between Ascent and Client, all terms of which are hereby incorporated herein by this reference.

I. DESCRIPTION OF SERVICES:

a. Core Components:

- i. Ascent will provide mental health consulting services to Sheboygan Police Department personnel (the "**Participants**" for purposes of this SOW) and, when appropriate, refer such Participants to an outside licensed mental health professional. All individual consulting services (and any related referrals) shall be performed on a confidential basis.
- ii. Individual consultations will include standard clinical evaluations of general mental health as determined by Ascent, as well as a discussion and investigation of more specialized concerns affecting Client personnel. Consultations will also include general mental health assessment, resiliency assessment (e.g., work/life balance, social support, lifestyle factors) and review of job-related stressors to provide a framework of consistent support.
- iii. The primary goal of the consulting services is to provide Participant's with support as they work to identify, develop and implement the tools and resources necessary to (i) manage personal and professional stress, (ii) identify and manage issues related to mental health and psychological or mental illness, and (iii) improve interpersonal aspects of the operations of their agencies.
 1. Consultations will provide prevention, education, and early intervention in the case of any identified mental health challenges or concerns.
 2. Consultations will include particular focus on (and express discussion and acknowledgement of) ISSUES OF CONFIDENTIALITY.
- iv. Ascent's individual consulting services are not a medical and/or psychological treatment and Ascent does not make any representations, warranties or similar statements as to its intent or ability to prevent or cure to any medical and/or psychological ailment(s).
- v. Ascent will promptly notify Client if:
 1. Ascent reasonably believes that there is a serious risk of harm or danger to a Participant or other third party if the specific facts or other information is not disclosed.

2. Ascent reasonably believes that failure to disclose the specific facts or other information would (i) expose Ascent to civil or criminal liability or (ii) be inconsistent with professional ethics in its field.
3. A Participant has given written or verbal consent to Ascent's disclosure to Sheboygan Police Department Office Administration or others.

b. Performance of Services

- i. Ascent will conduct annual general, individual consultations with 103 Participants, which consultations will occur once per calendar year. The type/scope of disclosures during, results of, or conclusions from these consultations will not be shared with the Sheboygan Police Department; provided, that Client may request that Ascent provide (for an additional fee) general, anonymized summaries of results and/or conclusions from the Services for Client's general use for mental health awareness and internal training/development purposes.
- ii. Each consultation provided by Ascent will be facilitated in person at designated space provided by Sheboygan Police Department. Each session will be approximately 45-minutes in length.
- iii. Sheboygan Police Department Administration will be responsible for scheduling each individual session.

Description of Services to be Provided	Rates & Fees	Quantity	Total
1. Individual Consultations, including: <ul style="list-style-type: none"> • 45-minutes in person consultation session, per person • HIPAA compliant consultations 	\$150.00/ea	103 Participants Services to be provided 1 time per person (as detailed below)	\$15,450
2. Added Expenses: <ul style="list-style-type: none"> • A half-day to one full day of implementation planning • Travel and meals to Sheboygan Police Dept. 	\$475/day	18 days total	\$8,550

TOTALS: \$24,000

Description of Services *** (Only Upon Agency Request) ***	Rates & Fees	Quantity	Total
1. CISM Group Debriefs: <ul style="list-style-type: none"> Offered after agency critical incident 	\$200/hr	Upon Request	N/A
2. EAP Consult (Short term intervention) EAP Consult (Follow-up)	\$170/session \$150/session	Upon Request Upon Request	N/A N/A
3. Individual Executive (Supervisor) Coaching Sessions	\$200/session	Upon Request	N/A
4. Agency Trainings and Presentations <ul style="list-style-type: none"> Suicide Prevention for Law Enforcement Crisis Intervention and De-escalation Emotional Intelligence/Resilience 	Vary depending on needs/request	N/A	N/A
1. Travel fees will be determined upon type of request.	N/A	N/A	N/A

II. ADDITIONAL TERMS:

1. Performance Period/Dates:

- Individual Sessions: To be completed January – April, 2023.
 - i. Ascent will provide 103 individual consultation sessions completed in person at space provided by Sheboygan Police Department. Each session will be approximately 45-minutes in length.

2. Location(s):

- ALL sessions will be delivered in person at City of Sheboygan

3. Client Obligations or Deliverables:

- Participants will be responsible for being available and able to complete their individual consultation session(s). Sessions will be scheduled by Sheboygan PD Administrator. Sheboygan PD will identify 18-days to schedule the sessions.

IN WITNESS WHEREOF, the Parties have each caused this SOW to be signed and delivered by its duly authorized officer, as of the Effective Date.

ASCENT:

Ascent Consulting, LLC

By: 
Ignacio Enriquez, Jr., Member

CLIENT:

City of Sheboygan Police Department

By: _____
Name: _____
Title: _____