

PROFESSIONAL SERVICE CONTRACT

NCCHC Resources, Inc.

This Contract between **Milwaukee County**, a Wisconsin municipal body corporate represented by its **House of Correction** and **Sheriff's Office** (the "County"), and **NCCHC Resources, Inc.**, a non-profit organization with its principal place of business at 1145 W. Diversey Parkway, Chicago, IL 60614 (the "Contractor"), combined to be considered the Parties to this Contract ("**Parties**"), is entered into on

RECITALS

1. As representatives of Milwaukee County, the Superintendent of the Milwaukee County House of Correction (the "Superintendent") and the Milwaukee County Sheriff (the "Sheriff"), acting by and through the Jail Administrator, are charged by law with the responsibility of administering, managing, and supervising the delivery of health care to all inmates/detainees under the custody and control of Milwaukee County and currently housed at either the Milwaukee County House of Correction, located at 8885 S. 68th Street, Franklin, Wisconsin 53132 (the "HOC") or the Milwaukee County Jail, located at 949 N. 9th Street, Milwaukee, Wisconsin 53233 (the "MCJ"). Jointly, the HOC and MCJ may be referred to as the Correctional Facilities ("Correctional Facilities").
2. Milwaukee County is presently subject to the 2001 Christensen Consent Decree, entered into by the County pursuant to the Order of the Milwaukee County Circuit Court in the case of *Christensen v. Milwaukee County*, 96-CV-001835 (the "**Consent Decree**"). The Consent Decree addresses the inmate population in the MCJ and oversees medical care and operations at the Correctional Facilities. A Court Monitor is appointed to conduct audits and semi-annual inspections. A copy of the Consent Decree is attached as Exhibit A.
3. It is the objective of the County, Superintendent, and Sheriff to provide for the delivery of quality health care, including medical, dental, and mental health care, to all inmates/detainees under the County's custody and control in accordance with applicable law, the NCCHC Standards, and the Consent Decree.
4. On September 21, 2018, the County issued RFP #98180024: Correctional Medical Services Contract Monitor (the "**RFP**"), seeking a skilled and experienced consultant to provide clinical and fiscal contract monitoring and oversight of its comprehensive medical, dental, and mental health services contract (the "**Correctional Medical Services Contract**"). The RFP is attached to this Contract as Exhibit B.
5. On October 25, 2018, the Contractor submitted a responsive and responsible Proposal in accordance with the RFP including a Cost and Technical Proposal response (the "**Proposal**"), which is attached to this Contract as Exhibit C.
6. The County selected the Contractor's Proposal as the highest-scoring and winning Proposal after a review of all responsive and responsible proposals, based on the RFP criteria and evaluation of the RFP responses.
7. The Contractor is experienced in providing consulting services in a correctional health care environment, and desires to perform such services on behalf of Milwaukee County to oversee and

manage the Correctional Medical Services Contract under the terms and conditions of this Contract.

ACCORDINGLY, intending to be legally bound, the Parties agree as follows:

1. Definitions.

Unless otherwise defined in this Contract, all capitalized terms have the meanings assigned to them in the RFP. Terms defined by the NCCHC shall have the meanings assigned to them by that body. Terms defined in the preamble, recitals, and body of this Contract have their assigned meanings, and the following terms have the meanings assigned to them:

Contract – The Contract consists of the following documents, listed in order of precedence*:

- a. The requirements of the Consent Decree while it is in force (Exhibit A);
- b. The NCCHC Standards;
- c. This Professional Services Contract;
- d. The RFP (Exhibit B);
- e. The Proposal (Exhibit C); and
- f. Any Amendments or Addenda to this Contract executed by authorized representatives of the Parties.

*In the event of a conflict between any of the foregoing documents, the documents shall apply in the order of precedence listed above, unless a stricter standard is set forth in a document lower in precedence. Notwithstanding anything to the contrary contained in any document forming the Contract, no term shall apply if it differs from terms or requirements of the Consent Decree, unless such term meets or exceeds the terms and requirements of the Consent Decree. If during the Term of the Agreement, implementation of the Consent Decree's requirements causes an unforeseen material adverse impact on Contractor or its ability to provide services hereunder, Contractor will notify County and the parties will negotiate in good faith to resolve or minimize such impact.

Court Monitor – The individual appointed by the court pursuant to the Consent Decree to monitor the County's compliance with the Consent Decree. The Court Monitor may be replaced or reappointed from time to time. The Court Monitor currently appointed as of the effective date of this Contract is Dr. Ron Shansky.

Health Care Provider – The third party entity or entities providing correctional medical services to Milwaukee County. The Health Care Provider currently providing care as of the effective date of this Contract is Armor Correctional

Inmate – Any individual under the custody and control of Milwaukee County, who has been deemed Fit for Confinement by the Health Care Provider and who is physically booked into one of the Correctional Facilities.

Jail Administrator – An individual designated by the Sheriff to administer and operate the Milwaukee County Jail. The Jail Administrator may be replaced or re-designated from time to time.

NCCHC – The National Commission on Correctional Health Care.

NCCHC Standards – The most current version, at any given time, of the NCCHC Standards for Health Services in Jails. All references to individual NCCHC Standards correspond to the 2018 version and shall be deemed to refer to the same or substantially similar NCCHC Standards if renumbered in any future version.

2. Scope of Services.

The Scope of Services the Contractor shall provide to the County under this Contract (“Scope of Services”) includes all obligations in all documents that make up this Contract. Contractor shall specifically perform all tasks and objectives outlined in the RFP, Section 2.4: Technical Requirements & Scope (Exhibit B) as further qualified by the Contractor’s Proposal (Exhibit C).

3. Term and Termination.

a. Initial Term. The Initial Term of this Contract shall begin April 1, 2019 and run through December 31, 2019 (“Initial Term”).

b. Renewal Terms. Upon expiration of the Initial Term of this Contract, at the County’s option it may enter into up to four (4) one-year Renewal Terms, subject to the terms and conditions of this Contract (“Renewal Term”). To execute the option to enter into a Renewal Term, the County shall provide written notice to the Contractor of the intent to exercise the Renewal Term option. Such written notice may be provided in electronic format, such as e-mail, provided it complies with Provision 17 of this Contract.

c. Termination.

i. By Contractor.

Contractor may, at its option, terminate this Contract upon the failure of the County to pay any amount which may become due hereunder for a period of forty-five (45) days following submission of appropriate billing and supporting documentation. Upon said termination, Contractor shall be paid the compensation due for all services rendered through the date of termination including any retainage.

ii. By County for Violations by Contractor.

If the Contractor fails to fulfill its obligations under this Contract in a timely or proper manner, or violates any of its provisions, the County shall there upon have the right to terminate it by giving thirty (30) days written notice of termination of contract, specifying the alleged violations, and effective date of termination. It shall not be terminated if, upon receipt of the notice, Contractor promptly cures the alleged violation prior to the end of the thirty (30) day period. In the event of termination, the County will only be liable for services rendered through the date of termination and not for the uncompleted portion, or for any materials or services purchased or paid for by Contractor for use in completing the Contract.

iii. Unrestricted Right of Termination by County.

The County further reserves the right to terminate the Contract at any time for any reason by giving Contractor thirty (30) days written notice of such termination. In the event of said termination, the Contractor shall reduce its activities hereunder as mutually agreed to, upon receipt of said notice, and turn over all work product to the County. Upon said termination, Contractor shall be paid for all services rendered through the date of termination. This section also applies should the

Milwaukee County Board of Supervisors fail to appropriate additional monies required for the completion of the Contract.

iv. County's Retention of Rights. County shall retain any and all fully vested rights that exist on the effective date of termination. In the event that County terminates this Contract, County's liability and Contractor's exclusive remedy will be limited to County paying Contractor for Services and Deliverables completed in accordance with the terms of this Contract, provided, however, that such payment will not exceed the unpaid amounts due under the Scope of Work.

v. Contractor's Obligations upon Termination.

1. Return of County Property. Any property, including hardware or software, that was provided by County to Contractor without obligation of payment by Contractor will be immediately returned to the County in the same condition that such property was received (less normal wear and tear) by no later than the effective date of such termination.

2. Cooperation. Contractor must cooperate with the Milwaukee County in the event of termination so as to ensure that Milwaukee County can maintain continuity of service delivery. Milwaukee County acknowledges, and Contractor agrees, that all subcontractors providing services under this Contract shall have executed subcontractor agreements with Contractor and that Contractor shall maintain responsibility for all obligations under the Contract. No third-party subcontractors will be used for the provision of services under this Contract. Therefore, such cooperation will not include the provision to Milwaukee County of any subcontractors' information.

4. Staffing.

Contractor shall have a written and enforceable agreement in place with any subcontractors that will enable the Contractor to perform its obligations under this Contract. Contractor shall provide, at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be the employees of, or have any other contractual relationship with, the County. Contractor shall have the sole responsibility for the conduct of its personnel, and for payment of its personnel's entire compensation, including salary, withholding of income and social security taxes, workers' compensation, employee and disability benefits, and other similar items.

Contractor shall be responsible for all employer obligations toward all its personnel under all applicable laws and all of the County's policies.

Contractor shall maintain staffing at a substantially similar level for the term of this Contract. Contractor shall not modify staffing levels without the prior approval of the County. Any replacement of other listed personnel shall be by persons of equal qualifications, which shall be attested to by Contractor. The listed personnel shall be required to give this contractual obligation top priority.

Contractor represents that its employees and subcontractors possess the necessary skill, expertise, and capability, including sufficient personnel with the necessary qualifications, to perform the

services required by this Contract. County represents that its employees will make available any requested information necessary for Contractor personnel to understand any systems, policies, procedures, and needs unique to County government.

5. Compensation; No Payment without Acceptance; Prompt Pay Law; Late Payment.

a. Compensation.

i. Initial Term.

Contractor shall be compensated for work performed during the Initial Term on a hourly basis at the rates and for the total monthly hours listed in the chart below. The Contractor shall bill the County monthly for services provided according to Section 6: Billing. The total compensation to Contractor for services performed in the Initial Term shall not exceed **\$373,188.00** unless agreed to by the County in writing. County shall pay invoices within thirty (30) days from the date of receipt of accurate invoice, except as otherwise dictated by subsections 5(b), 5(c), and 5(d), below.

Role	Rate per Hour	Hours per Month	Annual Hours	Total Cost
Lead Monitor	\$350.00	42	504	\$176,400
Medical Monitor	\$300.00	17	204	\$61,200
Fiscal Monitor	\$250.00	17	204	\$51,000
Transition Support	\$300.00	N/A	72	\$21,600
Executive Lead	\$300.00	8	96	\$28,800
Back Office Support	\$97.00	7	84	\$8,148
Travel Expenses*	N/A	N/A	N/A	\$26,040

*Travel expenses shall be billed and paid only as they are incurred. Contractor shall provide receipts evidencing travel expenses as dictated in Section 6: Billing and shall be compensated up to **\$2,170.00** per month for such expenses. Expenses exceeding **\$26,040.00** during the Initial Term shall be the responsibility of Contractor.

ii. Renewal Terms.

Should the County exercise its option to enter into any Renewal Term(s), Contractor shall be compensated for work performed during each Renewal Term on an hourly basis at the rates and for the total monthly hours listed in the chart above, plus a maximum of a 10% increase over the previous year’s annual total. The total compensation to Contractor for services performed in each Renewal Term shall not exceed the totals listed in the chart below for each Renewal Term, unless agreed to by the County in writing. County shall pay invoices within thirty (30) days from the date of receipt of accurate invoice, except as otherwise dictated by subsections 5(b), 5(c), and 5(d), below.

Renewal Year	Not-to-Exceed Cost
Renewal Year 2 (2020)	\$410,506.80

Renewal Year 3 (2021)	\$451,557.48
Renewal Year 4 (2022)	\$496,713.23
Renewal Year 5 (2023)	\$546,384.55

b. No Payment without Acceptance.

All of the Contractor’s reports and tangible deliverables and all invoices will be subject to review and acceptance by Milwaukee County. Contractor shall correct all deficiencies in its services and deliverables caused by the Contractor and identified by the County during review at no charge to the County, provided that deficiencies are identified within five (5) days of the service or delivery date. If the County rejects a deliverable as a result of deficiency, such rejection shall not be cause for non-performance of the Contractor’s other obligations under this Contract. No payments will be due prior to written acceptance by the County. The County represents that it will not unreasonably withhold such acceptance.

c. State Prompt Pay Law Exemption.

State Prompt Pay Law, Section 66.285, does not apply to this Contract.

d. Late Payment.

As a matter of practice, the County attempts to pay all invoices within 30 days of receipt of accurate invoice from the Contractor and County’s acceptance of the corresponding services and deliverables which comply with the terms of this Contract. If no disputes arise, and an invoice has not been paid 60 days after it was received by the County, the Contractor may file a claim for 12% (annual rate) on amounts not paid after the 60th day.

6. Billing.

Contractor shall submit invoices to the County following the installment schedules identified in Section 5(a). Contractor shall provide complete and accurate invoices thirty (30) days prior to each due date. All invoices submitted by Contractor shall include, but not be limited to, the following:

- a. The effective date of this Contract;
- b. The County’s Purchase Order number;
- c. The names and titles of each individual providing services listed on the invoice;
- d. The bill rate of each individual;
- e. The hours worked by each individual;
- f. The tasks performed;
- g. Travel expenses, with supporting documentation demonstrating the expense; and
- h. The total amount billed.

Contractor is responsible for all charges, costs, and fees incurred as a result of performing its obligations, rendering services, and providing deliverables under this Contract, unless otherwise indicated.

Contractor shall submit complete and correct invoices by mail or email to:

Milwaukee County House of Correction
ATTN: Public Safety Fiscal Administrator - HOC
8885 South 68th Street
Franklin, WI 53132

June.Jackson@milwaukeecountywi.gov

With a copy to

Milwaukee County House of Correction
ATTN: Accounts Payable
901 N. 9th Street, Room 301
Milwaukee, WI 53233
APinvoices@milwaukeecountywi.gov

7. Ownership of Data.

Upon completion of the work or upon termination of the Contract, it is understood that all completed or partially completed data, drawings, records, computations, survey information, and all other material that Contractor has collected or prepared in carrying out this Contract shall be provided to and become the exclusive property of the County. Therefore, any reports, information and data, given to or prepared or assembled by Contractor under this Contract shall not be made available to any individual or organization by Contractor without the prior written approval of County.

No reports or documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor.

8. County Rights of Access and Audit.

The Contractor, Lessee, or other party to the contract, its officers, directors, agents, partners and employees shall allow the County Audit Services Division and department contract administrators (collectively referred to as Designated Personnel) and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies of any and all records of the Contractor, Lessee, or other party to the contract, related to the terms and performance of the Contract for a period of up to three years following the date of last payment, the end date of this contract, or activity under this contract, whichever is later. Any subcontractors or other parties performing work on this Contract will be bound by the same terms and responsibilities as the Contractor. All subcontracts or other agreements for work performed on this Contract will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities. The Contractor, Lessee, or other party to the contract, and any subcontractors understand and will abide by the requirements of Chapter 34 of the Milwaukee County Code of General Ordinances. Any and all County contracts and solicitations for contracts shall include a statement that the Contractor, lessee, or other party to the contract, and any subcontractors understand and will abide by the requirements of Chapter 34 of the Milwaukee County Code of General Ordinances.

9. Affirmative Action.

The Contractor assures that it will undertake an affirmative action program as required by Milwaukee County Code of General Ordinances (MCCGO) 56.17(1d), to insure that no person shall, on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in MCCGO 56.17(1d). The Contractor assures that no person shall be excluded, on these grounds, from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Contractor assures that it will require that its covered organizations provide assurances to the Contractor that they similarly will undertake

affirmative action programs and that they will require assurances from their suborganizations, as required by MCCGO 56.17(1d), to the same effect.

10. Targeted Business Enterprise Goals.

Contractor shall use reasonable efforts to establish Targeted Business Enterprise ("TBE") participation goals, consistent with Milwaukee County TBE goals of ten percent (17%) for goods and services, purchases and subcontracts, and to use good faith efforts to achieve those goals. **The Parties agree that no TBE goal has been established and no goal is required under this contract.**

The Milwaukee County Community Business Development Partners shall assist Contractor in soliciting potential TBE vendors for the improvements and monitor such goal attainment. Contractor's contact regarding TBE participation is:

Milwaukee County Community Business Development Partners
633 W Wisconsin Avenue, 9th Floor
Milwaukee, WI 53233
CBDP@milwaukeecountywi.gov
414-278-4747

11. Non-Discrimination, Equal Employment Opportunity, and Affirmative Action Programs.

In the performance of work or execution of this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, national origin or ancestry, age, sex, sexual orientation, gender identity and gender expression, disability, marital status, family status, lawful source of income, or status as a victim of domestic abuse, sexual assault or stalking, which shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeships. A violation of this provision shall be sufficient cause for the County to terminate the Contract without liability for the uncompleted portion or for any materials or services purchased or paid for by the Contractor for use in completing the contract.

The Contractor agrees that it will strive to implement the principles of equal employment opportunities through an effective affirmative action program, and will so certify prior to the award of the Contract, which program shall have as its objective to increase the utilization of women, minorities and handicapped persons, and other protected groups, at all levels of employment in all divisions of the contractor's workforce, where these groups may have been previously under-utilized and under-represented. The Contractor also agrees that in the event of any dispute as to compliance with the aforesaid requirements, it shall be his/her responsibility to show that he/she has met all such requirements.

The Contractor agrees that it will strive to implement the principles of active and aggressive efforts to assist Milwaukee County in meeting or exceeding its overall annual goal of participation of target enterprise firms.

When a violation of the non-discrimination, equal opportunity or Affirmative Action provisions of this section has been determined by County, Contractor shall immediately be informed of the violation and directed to take all action necessary to halt the violation, as well as such action as

may be necessary to correct, if possible, any injustice to any person adversely affected by the violation, and immediately take steps to prevent further violations.

If, after notice of a violation to Contractor, further violations of the section are committed during the term of the Contract, County may terminate the Contract without liability for the uncompleted portion or any materials or services purchased or paid for by the Contractor for use in completing the Contract, or it may permit Contractor to complete the Contract, but, in either event, Contractor shall be ineligible to bid on any future contracts let by County.

12. Indemnity.

Contractor agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, County, and its agents, officers and employees, from and against all loss or expense including costs and attorney’s fees by reason of statutory benefits under Workers’ Compensation Laws, or liability for damages including suits at law or in equity (collectively, “Loss”), caused by any wrongful, intentional, or negligent act or omission of Contractor, or its (their) agents which may arise out of or are connected with the activities covered by this Contract.

Contractor shall indemnify and save the County harmless from any award of damages and costs against County for any action based on U.S. patent or copyright infringement regarding computers programs involved in the performance of the tasks and services covered by this Contract.

Contractor’s indemnification herein shall not apply to any Loss to the extent such Loss is caused by, or the result of, any wrongful, intentional, or negligent act or omission of County or its agents.

13. Insurance.

Contractor agrees to maintain policies of insurance and proof of financial responsibility to cover costs as may arise from claims for damages to property of and/or claims which may arise out of or result from Contractor’s activities, by whomever performed, in such coverage and amounts as required and approved by the County. Acceptable proof of such coverage shall be furnished to the County prior to commencement of activities under this agreement. A Certificate of Insurance shall be submitted for review for each successive period of coverage for the duration of this agreement, unless otherwise specified by the County, in the minimum amounts specified below.

Contractor shall provide evidence of the following coverages and minimum amounts:

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Wisconsin Workers’ Compensation and Employer’s Liability & Disease	Statutory/Waiver of Subrogation \$100,000/\$500,000/\$100,000
General Liability Bodily Injury and Property Damage to include: Personal Injury, Fire, Products and Completed Operations	\$1,000,000 Per Occurrence \$2,000,000 Aggregate
Automobile Liability Bodily Injury and Property Damage All Autos	\$1,000,000 Per Accident

Umbrella Liability Policy to follow form to underlying Employer's, General, Automobile, and Professional Liability policies	\$3,000,000 Per Occurrence \$3,000,000 Aggregate
Professional Liability	\$2,000,000 Per Occurrence \$5,000,000 Aggregate
Refer to Additional Provision A.1.	
Cyber Liability Refer to Additional Provision A.2.	\$5,000,000 Per Occurrence \$5,000,000 Aggregate

Milwaukee County shall be named as an Additional Insured on the General, Automobile, and Cyber Liability policies as respects the services provided in this agreement. A Waiver of Subrogation shall be afforded to Milwaukee County on the Workers' Compensation policy. A thirty (30) day written notice of cancellation or non-renewal shall be afforded to Milwaukee County.

The insurance specified above shall be placed with a Carrier approved to do business in the State of Wisconsin. All carriers must be A- rated or better per AM Best's Rating Guide. Any requests for deviations from or waivers of required coverages or minimums shall be submitted in writing and approved by Milwaukee County's Risk Manager as a condition of this agreement.

A.1. Professional Liability – Additional Provision.

Contractor agrees to provide additional information on its professional liability coverage as respects policy type, i.e. errors and omissions for consultants, architects, and/or engineers, etc.; applicable retention levels; coverage form, i.e. claims made, occurrence; discover clause conditions, and effective retroactive and expiration dates, to Milwaukee County's Risk Manager as may be requested to obtain approval of coverage as respects this section.

It is understood and agreed that coverage which applies to the services inherent in this agreement will be extended for two (2) years after completion of all work contemplated on this project if coverage is written on a claims-made basis.

A.2. Cyber Liability – Additional Provisions

Contractor agrees to maintain and provide additional information on its cyber liability coverage as respects policy provisions; i.e., media, security, privacy, regulatory, etc.; applicable retention levels; coverage form; i.e., claims made, occurrence; discover clause conditions, and effective retroactive and expiration dates, to Milwaukee County's Risk Manager as may be requested to obtain approval of coverage as respects this section.

It is understood and agreed that coverage which applies to the services inherent in this agreement will be extended for two (2) years after completion of all work contemplated on this project if coverage is written on a claims-made basis.

At a minimum, cyber liability coverage will contain the following provisions at full policy limits:

- Media Liability Coverage; i.e., Liability coverage for defense costs and damages suffered by others for content-based injuries such as libel, slander, defamation, copyright infringement, trademark infringement, or invasion of privacy.
- Security Liability Coverage; i.e., Liability coverage for defense costs and damages suffered by others resulting from a failure of computer security, including liability caused by theft or disclosure of confidential information, unauthorized access, unauthorized use, denial of service attack or transmission of a computer virus.
- Privacy Liability Coverage; i.e., Liability coverage for defense costs and damages suffered by others for any failure to protect personally identifiable or confidential third-party corporate information, whether or not due to a failure of network security.
- Regulatory Proceedings; i.e., Liability coverage for defense costs for proceedings brought by a governmental agency in connection with a failure to protect private information and/or a failure of network security. Coverage includes fines and penalties where insurable by law and compensatory damages.
- Breach Event Expenses; i.e., Reimbursement coverage for the insured's costs to respond to a data privacy or security incident. Covered expenses include computer forensics expenses, legal expenses, costs for a public relations firm and related advertising to restore your reputation, consumer notification, call centers, and consumer credit monitoring services.

14. HIPAA.

The Contractor, the County, and their respective employees, agents and subcontractors shall fully comply with, and shall implement all necessary policies and/or procedures to the extent applicable to such parties in order to comply with the requirements of HIPAA as it applies to the services provided under this Contract. The Contractor shall indemnify and hold harmless the County from and against any claims of any kind to the extent caused by the Contractor's violations of its obligations under HIPAA by the Contractor and its employees, agents and subcontractors, except to the extent such claims are proven to be caused by the negligence or willful misconduct of the County.

15. Permits, Taxes, Licenses.

Contractor is responsible for procuring, maintaining and paying for all necessary federal, state, and local permits, licenses, fees and taxes required to carry out the provisions of this Contract. Additionally, Milwaukee County is exempt from Federal Excise Taxes and Wisconsin State Sales Taxes. Any billing submitted by Contractor should be without such taxes.

16. Prohibited Practices.

- a. Conflict of Interest.** Contractor during the period of this Contract shall not hire, retain or utilize for compensation any member, officer, or employee of County or any person who, to the knowledge of Contractor, has a conflict of interest.
- b. Code of Ethics.** Contractor hereby attests that it is familiar with Milwaukee County's Code of Ethics which states, in part,

“No person may offer to give to any County officer or employee or his immediate family, and no County officer or employee or his immediate family, may solicit or receive anything of value pursuant to an understanding that such officer's or employee's vote, official actions or judgment would be influenced thereby.”

- c. Non-Conviction for Bribery.** Contractor hereby declares and affirms that, to the best of its knowledge, none of its officers, directors, or partners or employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

17. Additional Contractual Terms

a. Public Records.

Both Parties understand that the County is bound by the public records law, and as such, all of the terms of this Contract are subject to, and conditioned on, the provisions of Wis. Stat. §19.21, et seq. The Contractor acknowledges and agrees that it shall be obligated to assist the County in retaining and timely producing records subject to the Wisconsin Public Records Law when any statutory request is made, and that any failure to do so shall constitute a material breach of this Contract, whereupon the Contractor shall then be obligated to indemnify, defend, and hold the County harmless from liability under the Wisconsin Public Records Law occasioned by such breach. Except as otherwise authorized by the County in writing, records subject to the Wisconsin Public Records Law shall be maintained for a period of three years after receipt of final payment under this Contract.

b. Media Releases and Contact.

Contractor's staff, independent contractors, and subcontractors shall be restricted from releasing any information about the contract or events occurring within a County facility to a public forum or to the media without the authorization of the County and coordinated through the parties' public information representatives.

c. Electronic Documents Considered Writing.

Any document properly transmitted by computer access will be considered a "writing" delivered in connection with this Contract. Electronic documents will be considered signed by a Party if they contain an agreed-upon electronic identification symbol or code as required by law. Electronic documents will be deemed received by a Party when accessible by the recipient on the computer system.

d. Compliance with Laws.

The Contractor agrees to comply with all applicable federal, state, and local statutes, laws, rules, regulations, ordinances, and all policies, procedures, standards, and regulations of any accreditation agencies or bodies. The Contractor agrees to hold the County harmless

from any loss, damage, or liability resulting from a violation on the part of the Contractor of any such laws, rules, regulations, policies, procedures, standards, or ordinances.

e. Choice of Law.

This Contract shall be governed, interpreted, construed, and enforced in accordance with the internal laws of the State of Wisconsin, without regard to its conflict of laws principles. Any litigation over the enforceability of the provisions herein or to enforce any rights hereunder shall be in state court with venue in Milwaukee County.

18. Confidentiality.

Contractor agrees that all work product and oral reporting shall be provided only to or as directed by the individual who is signing this Contract on behalf of the County department, below, and not any other person or entity, including any other County employee or official. Contractor further agrees that, aside from obligations under the public records law as more fully described in Sec. 23 of this Contract and as determined in cooperation with the County, Contractor shall maintain all materials and communications developed under or relating to this Contract as confidential and shall disclose them only to or as directed by the individual who is signing this Contract on behalf of the County department, below. Contractor understands that breach of confidentiality, especially regarding information that is not subject to public records law disclosure, may harm or create liability for the County and may require Contractor to indemnify County as provided in Section 11 of this Contract.

19. Notices.

All notices with respect to this Contract shall be in writing. Except as otherwise expressly provided in this Contract, a notice shall be deemed duly given and received upon delivery, if delivered by hand, or three days after posting via US Mail, to the party addressed as follows:

To Contractor:

NCCHC Resources
ATTN: Brent Gibson
1145 W. Diversey Pkwy
Chicago, IL 60647

To County:

Milwaukee County House of Correction
ATTN: Michael Hafemann, Superintendent
8885 S. 68th Street
Franklin, WI 53132

and

Milwaukee County Sheriff's Office
ATTN: Earnell Lucas, Sheriff
949 N. 9th Street
Milwaukee, WI 53233

With a copy to:

Milwaukee County Corporation Counsel
ATTN: David Farwell, Asst. Corp Counsel
901 N. 9th Street, Room 303
Milwaukee, WI 53233

Either party may designate a new address for purposes of this Contract by written notice to the other party.

20. Independent Contractor.

Nothing contained in this Contract shall constitute or be construed to create a partnership or joint venture between County or its successors or assigns and Contractor or its successors or assigns. In entering into this Contract, and in acting in compliance herewith, Contractor is at all times acting and performing as an independent contractor, duly authorized to perform the acts required of it hereunder. Nothing contained in this Contract shall give Contractor any authority to supervise, manage, and/or direct County employees.

21. Subcontracts.

Assignment of any portion of the work by subcontract must have the prior written approval of County.

22. Assignment Limitation.

This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns; provided, however, that neither party shall assign its obligations hereunder without the prior written consent of the other.

23. Severability.

If any part of this Contract is declared invalid or unenforceable by a court of competent jurisdiction, it shall not affect the validity or enforceability of the remainder of this Contract, unless the Contract so construed fails to meet the essential business purposes of the Parties as manifested herein.

24. Modification and Waiver.

This Contract may not be modified and none of its terms may be waived, except in writing and signed by authorized representatives of both Parties. To the extent that any term in any document, other than a writing signed by both Parties that expressly purports to amend this Contract, is contrary to, or conflicts with this Contract, the terms of this Contract shall control. A waiver by a Party of any default shall not be deemed a waiver of a prior or subsequent default of the same or other provisions of this Contract. The failure of a Party to enforce, or the delay by a Party in enforcing, any of its rights shall not be deemed a continuing waiver or a modification of this Contract.

25. Amendment.

No amendment to or rescission, termination or discharge of this Contract is effective unless reduced to writing, identified as an amendment to or rescission, termination, or discharge of this Contract, and signed by an authorized representative of each Party.

26. Entire Agreement.

This Contract and all properly executed Statements of Work constitute the entire Contract between the Parties relating to the subject matter hereof, and supersede any and all prior agreements and negotiations, whether oral, written, or implied. No change, addition, or amendment shall be made except by written agreement signed by a duly authorized representative of each Party.