



PROFESSIONAL SERVICE AGREEMENT
MEDICAL COLLEGE OF WISCONSIN

PROFESSIONAL SERVICE AGREEMENT
[Medical College of Wisconsin]

This **PROFESSIONAL SERVICE AGREEMENT** (the “**Agreement**”), dated _____, is between **Milwaukee County**, a Wisconsin municipal body corporate, represented by its [**Medical Examiner’s Office**] (the “**County**”) and [**The Medical College of Wisconsin, Inc.**] (the “**Contractor**”), combined to be considered the Parties to this Agreement (“**Parties**”). The purpose of the project is to develop an Overdose Public Health and Safety Team (OD-PHAST) within Milwaukee County to implement multiple strategies aimed at reducing the number of fatal and nonfatal drug overdoses within the County.

RECITALS

WHEREAS, The Milwaukee Medical Examiner’s Office, on behalf of Milwaukee County, was selected to receive a \$1.2 million award from the US Department of Justice, Office of Justice Programs, Bureau of Justice Assistance under the Comprehensive Opioid, Stimulant and Substance Abuse Program (COSSAP) Site-Based Program for a 36-month period beginning October 1, 2020.

WHEREAS, the Contractor was designated to serve as the research and evaluation partner for this project.

Under the above, Milwaukee County and Contractor wish to enter into a professional services relationship for the provision of services to establish a Milwaukee County Overdose Public Health and Safety Team (OD-PHAST) which will bring key partners together for regular review and analysis of data and key metrics in order to identify data-driven strategies for addressing the changing dynamic of overdose and substance use trends. Additionally, the project will include the contracting of community resource dispatcher positions to connect families impacted by overdose, particularly children, to services to mitigate the impact of the trauma experienced.

Due to the nature of this contract, it falls under Chapter 56.30 of the Milwaukee Code of Ordinances, “Professional Services.” This Professional Services Agreement is entered into following all requirements stated in Chapter 56.30 as modified by Wisconsin state statutes.

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

Definitions.

Terms defined in the preamble and recitals of this Agreement have their assigned meanings, terms defined throughout this Agreement have their assigned meanings, and the following terms have the meanings assigned to them:

“**Deliverables**” mean any item in Contractor’s Scope of Work that is first developed or created by the Contractor for the County’s use as a result of Services provided under this Agreement. Deliverables



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include training documents, reports, analysis, and/or other documentation related to the Services provided under this Agreement. Deliverables do not include Contractor’s copyrighted materials and documentation, or other work product in existence prior to the commencement of this Agreement, or first created by the Contractor in any manner not in connection with the Services provided in this Agreement.

“MCCO” means the Milwaukee County Code of Ordinances in its most current and updated form, including legislation which has been enacted, but not yet codified. A codified version of the MCCO is available at: https://library.municode.com/wi/milwaukee_county/codes/code_of_ordinances

“Services” mean the professional consulting services provided under this Agreement by Contractor and/or its identified staff.

“Travel Expenses” mean all reasonable, business-related expenses incurred by qualified personnel during the performance of Services under this Agreement, including, but not limited to, expenses for mileage, airfare, meals, hotel stays, and incidentals related to any of the foregoing, as defined by MCCO §56.05.

Order of Precedence.

The Agreement includes the following documents, incorporated by reference, in the following order of precedence, which will be followed in resolving any inconsistencies between the terms of the Agreement and the terms of any Exhibits, Attachments, or Amendments to the Agreement:

- COSSAP grant project narrative
- COSSAP budget detail and budget narrative
- This Professional Services Agreement;
- TBE 12 Waiver

Scope of Services.

Contractor shall:

Coordinate the Milwaukee County Overdose Public Health and Safety Team (OD-PHAST) including the Data and Strategy Team (DST) in collaboration with the existing Overdose Fatality Review (OFR) team in the county.

Serve as action researchers, assisting with the collection, preparation, analysis, and reporting, of data to support the overall program activities and the submission of required performance measures. As needed, conduct surveys and interviews with partners and stakeholders as part of project work.

Work with the OD-PHAST team on the develop of recommendations or policy changes, assist in communicating recommendations to stakeholders and through the Milwaukee Community Justice Council (CJC) Executive Committee, and track the implementation of recommendations or changes coming out of the OD-PHAST team.



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Hire or subcontract the community resource dispatcher positions to serve families, particularly children, who have been impacted by overdose fatalities and to conduct next of kin interviews to understand overdose risk factors.

Subcontract for the implementation of community funding designated to address needs identified through project work.

The scope of services for the contract are also addressed in the project narrative (Exhibit D).

Reports. Contractor shall provide written progress reports to the County on a quarterly basis (by the 15th of the month following the end of the quarter) to coincide with quarterly reporting requirements and will also assist with the compilation of performance measurement and reporting requirements for federal reporting purposes. Contractor will also report at least quarterly to the CJC Executive Committee on project progress and recommendations. Upon completion of the Agreement, Contractor shall provide an electronic copy of the final report. If requested by the Medical Examiner's Office or the Executive Committee of the CJC, the Contractor shall make between one and three oral presentations concerning the final report, at times and locations selected by the County.

Staffing.

Assigned Staff.

Constance Kostelac, PhD, and Amy Parry, MPH will be the two primary team members from the Contractor coordinating and implementing the project work. They will oversee other analyst staff and coordinate with other researchers assigned throughout the course of the project, as well as the hiring or subcontracting of the Community Resource Dispatcher (social work) positions, as outlined in the COSSAP budget detail and budget narrative (Exhibit E).

Qualification.

Contractor represents that its employees and subcontractors possess the necessary skill, expertise, and capability, including the availability of sufficient personnel with the necessary qualifications, to perform the services required by this Agreement. Contractor shall provide, at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be the employees of, or have any other contractual relationship with, the County.

Replacement.

Contractor shall not replace the employees listed above without the prior approval of the County. If the successor to any of those employees cannot be mutually agreed upon, the County shall have the right to terminate this Agreement upon thirty (30) days' notice. Any replacement of listed personnel shall be by persons of equal qualifications, which shall be attested to by Contractor. County may require Contractor to remove and/or replace any such personnel upon fifteen (15) days' written notice to Contractor. Without limitation to the foregoing, and when Contractor's personnel are on County's premises, Contractor will immediately remove and replace any Contractor personnel if County determines that such personnel violated, or may have violated, County's policies or work rules, or any other rule, regulation, statute, or law. Upon County's prior written consent, Contractor will also replace personnel when



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necessary and appropriate in County's opinion. Contractor agrees to maintain a consistent skill level among all replacement personnel, whether Contractor or County instigated the replacement.

Subcontracting and Contractor's Agents.

Contractor shall have a written and enforceable agreement in place with each of its subcontractors that will enable Contractor to perform its obligations under this Agreement. Agents used or supplied by Contractor in the performance of any Services are employees or agents of Contractor, and under no circumstances are such individuals to be considered employees of County. Contractor shall have the sole responsibility for the conduct of its personnel and agents, and for payment of its personnel's and/or agent's entire compensation, including salary, withholding of income and social security taxes, workers' compensation, employee and disability benefits and the like. Contractor shall be responsible for all employer obligations toward all of its personnel and/or agents under all applicable laws and all of County's policies.

Provision of Workspace and Materials. County agrees to provide mutually agreed upon and reasonable work and meeting space, general office supplies, and access to printing and copying equipment as needed for Contractor's personnel while working at County's facilities. County will provide office space, information technology/computer, telephone, and related support for the Community Research Dispatcher positions at the Medical Examiner's Office. Contractor shall provide all other materials needed by Contractor's personnel in connection with the performance of Services under this Agreement at no additional expense to County.

Term and Termination.

Term.

The Term of this Agreement shall commence on March 1, 2021 and shall continue in full force and effect until September 30, 2023, unless extended or terminated in accordance with this Section. This contract and any contract extension(s) are contingent upon continued provision of funding by Milwaukee County and the COSSAP grant.

Extension Term(s).

Upon expiration of the initial Term of this Agreement, at the County's option it may enter into up to two one-year Extension Terms, subject to the terms and conditions of this Agreement ("Extension Term"). To execute the option to enter into an Extension Term, the County shall provide written notice to the Contractor of the intent to exercise the Extension Term option no fewer than thirty (30) days prior to the initial Term's expiry. The extension will be contingent upon a no-cost extension on the primary COSSAP federal award. The County may provide written notice in electronic format such as e-mail, provided it complies with Section 17 of this Agreement.

Termination.

The Parties may terminate this Agreement as detailed in this Section. Upon termination of this Agreement for any reason, the County shall retain any and all fully vested rights that exist on the effective date of that termination.



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Termination by Contractor.

Contractor may, at its option, terminate this Agreement upon the failure of the County to pay any amount that may become due hereunder for a period of sixty (60) days following submission of appropriate, undisputed 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.

Termination by County for Violations by Contractor.

If the Contractor fails to fulfill its obligations under this Agreement 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 Agreement, 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 Agreement.

Unrestricted Right of Termination by County.

The County further reserves the right to terminate the Agreement at any time for any reason by giving Contractor thirty (30) days written notice of such termination. In the event of said termination and upon receipt of notice of termination, the Contractor shall reduce its activities hereunder as mutually agreed to by the Parties. 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 any services under the Agreement.

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 Agreement, 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 Agreement, provided, however, that such payment will not exceed the unpaid amounts due under the Scope of Work.

Compensation.

Fees & Payments.

County shall compensate Contractor for work performed as a billed quarterly, based on work performed under the attached grant budget. The total compensation to Contractor for Services performed under the Agreement shall not exceed \$1,022,487.00 over the life of this project, unless agreed to by the County in writing. Compensation is contingent upon Milwaukee County making available funding under the COSSAP grant for provision of these services.



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Thereafter the Contractor shall be paid on expenses as supported by the submission of a quarterly invoice. Quarterly billing and related information will be due to the Medical Examiner's Office by the 15th day of the month after the end of the quarter.

Invoicing.

Contractor shall submit invoices to the County which include the following information:

A reference to this Agreement, including the Effective Date;

The name and address of the Contractor;

An invoice number and invoice date;

Remittance name and address;

Name, title, and phone number of Contractor's contact for notification in the event of a defective or inaccurate invoice;

Name of employees assigned to each program area and the percentage of time each position is devoted to the program.

Cost of personnel and fringe benefits by program area.

Costs of other expenditures by program area.

Cost of administration and indirect costs, by item detail, outside of program area.

Deliverables or portion of work billed for, referencing the Scope of Work

The date due; and

The amount billed.

Invoices must be submitted to:

Milwaukee County Medical Examiner's Office
ATTN: Karen Domagalski
933 W Highland Av
Milwaukee, WI 53233
karen.domagalski@milwaukeecountywi.gov

The County reserves the right to use a purchasing card to pay invoices.

Cost of Performance of Obligations.

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

State Prompt Pay Law Exemption.

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

Late Payment.

As a matter of practice, the County attempts to pay all invoices within 30 days of receipt of an accurate invoice from Contractor and County's acceptance of the corresponding services that comply with the



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terms of this Agreement. 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. Invoices must be sent by mail or e-mail as indicated in provision 6(c) above to be considered received by the County.

Fees, Permits, Taxes, and Licenses.

Milwaukee County is exempt from Federal Excise Taxes and Wisconsin State Sales Taxes. Any billing submitted by Contractor must be without such taxes; billings including such taxes will be rejected.

Contractor shall be responsible for all federal, state, and local permits, licenses, and fees, together with all governmental filing related to such permits, licenses, and fees, which arise out of Contractor's performance of services under this Agreement, or which arise as a result of any compensation paid to Contractor under this Agreement.

Ownership of Data.

The Contractor acknowledges that a majority of the materials that will be used to fulfill the scope of work under this contract are the property of Milwaukee County, and these materials will remain the property of Milwaukee County. All draft materials, internal reports and work products provided to the Contractor by Milwaukee County, its clients and funders, and recipients of technical assistance (TA) and training services, shall remain the property of Milwaukee County, said clients or funders, or TA recipients. Upon completion of the work or upon termination of the Agreement, it is understood that the majority of analyses and reports created by the Contractor will be from cross-sector data sources including but not limited to departments of the County. They shall be provided to the County and may continue to be utilized by the Contractor for ongoing overdose prevention work in the community, with approval by the Milwaukee County Medical Examiner's Office.

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

The Contractor will work with the Milwaukee County Medical Examiner's Office to submit documents for review and approval by the Bureau of Justice Assistance (BJA) as required by the grant conditions.

County Rights of Access and Audit.

The Contractor, Lessee, or other party to the Agreement, 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 Agreement, related to the terms and performance of the Agreement for a period of up to three years following the date of last payment, the end date of this Agreement, or activity under this Agreement, whichever is later. Any subcontractors or other parties performing work on this Agreement will be bound by the same terms and responsibilities as the Contractor. All subcontracts or other agreements for work performed on this Agreement will include written notice that the



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subcontractors or other parties understand and will comply with the terms and responsibilities. The Contractor, Lessee, or other party to the Agreement, and any subcontractors understand and will abide by the requirements of Section 34.09 (Audit) and Section 34.095 (Investigations Concerning Fraud, Waste, and Abuse) of the Milwaukee County Code of Ordinances (“MCCO”).

Affirmative Action.

The Contractor assures that it will undertake an affirmative action program as required by MCCO 56.17(1d), to ensure 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 MCCO 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 MCCO 56.17(1d), to the same effect.

Targeted Business Enterprise Goals.

Contractor shall comply with all provisions imposed by or pursuant to MCCO Chapter 42 as regards Targeted Business Enterprise (“TBE”) participation on County projects, when and where applicable, and as said Ordinance may be amended. The County shall notify Contractor in the event that new ordinances are issued.

Contractor shall adhere to the approved TBE participation plan contained in this Agreement as Exhibit B, which assures that a required minimum participation percentage of the Agreement be attributed to a firm certified by the County or an entity whose certification is recognized by the County throughout the term of this Agreement. Approval must be obtained from the County prior to making any change(s) to the approved TBE participation plan.

The parties agree that no TBE goal has been established and no goal is required under this Agreement.

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

In the performance of work or execution of this Agreement, 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. The Contractor will post in conspicuous places, available for employment, notices to be provided by the County setting forth the provisions of the nondiscriminatory clause. A violation of this provision shall be sufficient cause for the County to terminate the Agreement without liability for the uncompleted portion or for any materials or services purchased or paid for by the Contractor for use in completing the Agreement.



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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 Agreement, 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 Agreement, County may terminate the Agreement without liability for the uncompleted portion or any materials or services purchased or paid for by the Contractor for use in completing the Agreement, or it may permit Contractor to complete the Agreement, but, in either event, Contractor shall be ineligible to bid on any future contracts let by County.

Indemnity.

Each party shall be responsible for the acts and omissions of itself and its employees only. Nothing in this agreement shall constitute a waiver by either party of any rights of indemnification, contribution, or subrogation which such party may have by operation of law. The Contractor agrees to maintain, at its expense, personal injury, and property insurance. The Contractor is solely and exclusively liable to third parties for all expenses incurred by The Contractor and for the payment of all required Federal, State, and local taxes and contributions. The Contractor agrees to adhere to all federal, state and local laws in the performance of services under this agreement.

Insurance.

Contractor agrees to evidence and maintain proof of financial responsibility to cover costs as may arise from claims of tort, statutes and benefits under Worker's Compensation laws and/or include insurance coverage for Worker's Compensation claims as required by the State of Wisconsin, including employer's liability and business insurance covering general, automobile, professional, and cyber liability coverage in the following minimum amounts:

Type of Coverage

Minimum Amounts



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Wisconsin Worker's Compensation Employer's Liability & Disease	Statutory (Waiver of Subrogation) \$100,000/\$500,000/\$100,000
Commercial or Comprehensive General Liability Bodily Injury & Property Damage Including Personal Injury, Fire, Legal & Contractual	\$1,000,000 Per Occurrence \$2,000,000 General Aggregate
Professional Liability	\$1,000,000 Aggregate
Cyber Liability	\$3,000,000 Aggregate
Automobile Liability Bodily Injury & Property Damage	\$1,000,000 Per Accident
All Autos Owned, non-owned and/or hired Uninsured Motorists	Per Wisconsin Requirements

Coverage shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best's Key Rating Guide. Such coverage must be maintained during the life of the contract including renewals.

Milwaukee County shall be named as additional insured, as interests may appear, and be afforded thirty (30)-day written notice of cancellation of renewal. A certificate indicating above coverage shall be submitted for review and approval by Milwaukee County for the duration of this agreement. Additional information as to policy form, retroactive date, discovery provisions and applicable retentions, shall be submitted to Milwaukee County, if requested, to obtain approval of insurance requirements. Any deviations, including use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be submitted in writing to Milwaukee County for approval prior to the commencement of activities under this contract.

Contractor shall provide certificates evidencing the coverages, limits and provisions specified above on or before the execution of the Agreement and thereafter upon the renewal of any of the policies. Contractor shall require all insurers to provide Milwaukee County with a thirty (30) day advanced written notice of any cancellation, nonrenewal or material change in any of the policies maintained in accordance with this Agreement. Coverage must be placed with carriers with an A. M. Best rating of A- or better.

Mail to: Milwaukee County Risk Management
Wisconsin Ave. Ste. 750
Milwaukee, WI 53203



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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 Agreement on behalf of the County department, below, and not any other person or entity, including any other County employee or official, unless authorized to release this information by Milwaukee County through the County department below, as part of the project work. Contractor further agrees that, aside from obligations under the public records law as more fully described in Section 19 of this Agreement and as determined in cooperation with the County, Contractor shall maintain all materials and communications developed under or relating to this Agreement as confidential and shall disclose them only to or as directed by the individual (or designee) who is signing this Agreement 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 12 of this Agreement.

Prohibited Practices.

Conflict of Interest.

During the period of this Agreement, the Contractor shall not hire, retain or utilize for compensation any member, officer, or employee of County or any person who, to the knowledge of the Contractor, has a conflict of interest.

Code of Ethics.

Contractor hereby attests that it is familiar with Milwaukee County's Code of Ethics which states, in part,

"No person shall offer or give to any public official or employee, directly or indirectly, and no public official or employee shall solicit or accept from any person, directly or indirectly, anything of value if it could reasonably be expected to influence the public official's or employee's vote, official actions or judgment, or could reasonably be considered as a reward for any official action or inaction or omission by of the public official or employee."

Additionally, the Contractor shall ensure all subcontractors and employees are familiarized with the statement above.

Non-Conviction for Bribery.

The Contractor hereby declares and affirms that, to the best of its knowledge, none of its officers, directors, partners, or employees directly involved in obtaining contracts have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the federal government.

Compliance with County's Policies.

Safety and Security Policies. Contractor agrees to use all commercially reasonable efforts to cause any of its employees who provide services under this Agreement on County's premises to comply with County's safety and security policies that County communicates to the extent that such policies are applicable to the



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site where Contractor’s employees are providing services. Notwithstanding the above, such standard safety and security policies shall not include policies related to drug testing.

Drug Use Policies. Unless conflicting to any laws where the services are being provided, in which case this section is not enforceable, Contractor will advise any Contractor employee who provides services under this Agreement on County’s premises of County’s right to require an initial drug screen prior to the commencement of the assignment and, further, to require a drug screen at any time during the assignment either:

If County believes, in good faith, that the Contractor’s employee is under the influence of an illegal substance, or

As a consequence of an accident caused by or involving the Contractor’s employee on County’s premises during the performance of this Agreement and likely to have been related to Contractor’s employee’s use of an illegal substance.

Drug screening (unless provided by the County) shall be performed by Contractor at Contractor’s expense, and Contractor will address any positive results and handle accordingly. Contractor’s employee will not be permitted to perform the services if a positive result of the drug screen is determined.

Notices.

All notices with respect to this Agreement shall be in writing. Except as otherwise expressly provided in this Agreement, 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:

Name: Medical College of Wisconsin
Office of Grants and Contracts
ATTN: April Haverty, MPE JD,
Director
Address: 8701 Watertown Plank Rd
Milwaukee WI 53226
ahaverty@mcw.edu

To County:

Milwaukee County Medical Examiner
ATTN: Karen Domagalski
933 West Highland Ave
Milwaukee, WI 53233
Karen.domagalski@milwaukeecountywi.gov

With a Copy to:

Constance Kostelac, PhD
Medical College of Wisconsin
Institute for Health & Equity

With a Copy to:

Milwaukee County Corporation Counsel
901 N. 9th Street, Room 303
Milwaukee, WI 53233



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8701 Watertown Plank Rd
Milwaukee WI 53226
ckostelac@mcw.edu

Margaret.Daun@milwaukeecountywi.gov

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

Public Records.

Both parties understand that the County is bound by the public records law, and as such, all of the terms of this agreement are subject to and conditioned on the provisions of Wis. Stat. § 19.21, et seq. Contractor hereby agrees that it shall be obligated to assist the County in retaining and timely producing records that are subject to the Wisconsin Public Records Law upon any statutory request having been made, and that any failure to do so shall constitute a material breach of this agreement, whereupon the contractor shall then and in such event 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 that are subject to the Wisconsin Public Records Law shall be maintained for a period of three years after receipt of final payment under this agreement.

Independent Contractor.

Nothing contained in this Agreement 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 Agreement, 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 Agreement shall give Contractor any authority to supervise, manage, and/or direct County employees.

Electronic Documents Considered Writing.

Any document properly transmitted by computer access will be considered a “writing” delivered in connection with this Agreement. 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.

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.

Choice of Law.

This Agreement 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



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enforceability of the provisions herein or to enforce any rights hereunder shall be in state court with venue in Milwaukee County.

Assignment Limitation, Subcontracts.

This Agreement 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. Only the assigned portions of the project designated as such in the project budget shall be authorized for subcontract under this agreement. Assignment of any additional portion of the work by subcontract must have the prior written approval of County.

Severability.

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

Modification and Waiver.

This Agreement 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 Agreement, is contrary to, or conflicts with this Agreement, the terms of this Agreement 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 Agreement. 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 Agreement.

Entire Agreement.

This Agreement and all properly executed Statements of Work constitute the entire agreement 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.

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