AGREEMENT

 This Agreement between MILWAUKEE COUNTY, a Wisconsin municipal body corporate (hereinafter called "County"), represented by Brian L. Peterson, M.D., Medical Examiner, Medical Examiner's Office, The Medical College of Wisconsin, Inc., on behalf of its Department of Pathology (hereinafter called “Contractor”), and the Medical College of Wisconsin Affiliated Hospitals (hereinafter called “MCWAH”) is entered into as of July 1, 2015.

1. SCOPE OF SERVICES.

Contractor and MCWAH shall specifically perform all of the tasks set forth in the Policy and Procedure Manual of the Forensic Fellowship Program, attached hereto as Exhibit A.

1. STAFFING.

 MCWAH’s employees listed below, which were selected by the County based on the criteria set forth in the Policy and Procedure Manual of the Forensic Fellowship Program (Exhibit A), are to be assigned to the Medical Examiner's Office as a Forensic Pathology Fellow for the period of July 1, 2015 to June 30, 2016 on a 40+ hour per week basis including periodic evening on-call status and weekend coverage.

Emily Hansen, MD

 MCWAH shall provide directly to the above-named employees compensation based on the employees' PG year level and benefits made available to all postgraduate residency programs through MCWAH as outlined in the Salary and Benefits section in Exhibit A. Neither MCWAH nor Contractor shall replace the above-named employees without the prior approval of the County.

1. OFFICE SPACE AND OTHER SUPPORT TO BE PROVIDED BY COUNTY.

 County hereby agrees to make available without charge to Contractor office space, equipment (including County telephones) and supplies needed by Contractor for the performance of the services as specified within this Agreement.

1. COMPENSATION.

 Contractor shall be compensated an approximate total of $89,860 for services performed during the contract period to June 30, 2016 at a monthly rate of approximately $7,488.00 within 30 days of receipt of Contractor's invoice.

1. OWNERSHIP OF DATA.

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

1. AUDITS AND INSPECTION OF RECORDS.

 Contractor shall permit the authorized representatives of County, after reasonable notice, to inspect and audit all data and records of Contractor relating to carrying out this Agreement for a period of up to three years after completion of the Agreement.

1. SUBCONTRACTS.

 Assignment of any portion of the work by subcontract must have the prior written approval of County. Any County-approved sub-contractor is bound by the terms of paragraph 6 regarding audit and inspection of records, and the written contractual agreement between Contractor and said subcontractor must so state.

1. PROHIBITED PRACTICES.

 Contractor, during the period of this Agreement, 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.

 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."

1. INDEPENDENT CONTRACTOR.

 Unless specifically stated to the contrary, nothing contained in this Agreement shall constitute or be construed to create a partnership or joint venture between County and Contractor. 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. Contractor is not an employee of County.

1. INDEMNITY AND INSURANCE.

 Contractor shall purchase and maintain policies of insurance and proof of financial responsibility to cover costs as may arise from claims of tort, statutes, and benefits under Workers' Compensation laws, as respects damage to persons or property and third parties in such coverage and amounts as required and approved by the County Director of Risk Management and Insurance. Acceptable proof of such coverage shall be furnished to the Director of Risk Management and Insurance prior to services commenced under this Contract.

Contractor shall provide evidence of the following coverage and minimum amounts.

It is understood and agreed that Contractor shall obtain information on the professional liability coverage of all sub-consultants and/or sub-contractors in the same form as specified above for review of the County.

Type of Coverage Minimum Limits

Wisconsin Workers Compensation Statutory

(with waiver of subrogation)

Employers Liability $100,000/$500,000/$100,000

Commercial/Comprehensive General Liability

 General Aggregate $2,000,000 per occurrence

 Bodily injury/Property Damage $1,000,000 per occurrence

Personal Injury $1,000,000 per occurrence

Contractual Liability $1,000,000 per occurrence

Professional Liability $1,000,000 per occurrence

Automobile Liability

 Bodily Injury & Property Damage $1,000,000 per accident

 All Autos – owned and non owned and/or hired

 Uninsured Motorist per WI requirements

Milwaukee County, as its interests may appear, shall be named as an additional insured for general, automobile, as respects the services provided in this Contract. Disclosure must be made of any non standard or restrictive additional insured endorsement, and any use of non standard or restrictive additional insured endorsement will not be acceptable, a thirty (30) day written notice of cancellation, nonrenewal, or material change shall be afforded to the county.

The insurance specified above shall be placed with at least an A-/VIII rated carrier per Best's Rating Guide approved to do business in the State of Wisconsin. Any deviations or waiver of required coverage or minimums shall be submitted in writing and approved by the County Director of Risk Management and Insurance as a condition of this Contract. Waivers may be granted when surplus lines and specialty carriers are used.

A Certificate of Insurance shall be submitted for review to the County for each successive period of coverage for the duration of this Contract.

1. TERMINATION.

 If either party fails to fulfill its obligations under this Agreement in a timely or proper manner, or violates any of its provisions, the affected party shall thereupon 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 notice, alleged party properly 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 incomplete portion. In the event the County Board of Supervisors fails to provide the Medical Examiner's Office with sufficient money to fund the Forensic Pathology Fellowship Program the County reserves the right to terminate this Agreement by giving Contractor forty-five (45) days written notice by certified mail of such termination. In the event of said termination, Contractor shall reduce its activity hereto as mutually agreed to, upon receipt of said notice. Upon said termination, Contractor shall be paid for all services rendered through the date of termination.

1. NOTICES.

 Notices to County provided for in this Agreement shall be sufficient if sent by certified mail or registered mail, postage prepaid, addressed to Karen Domagalski, Operations Manager, Medical Examiner's Office, 933 West Highland Avenue, Milwaukee, Wisconsin 53233, and notices to Contractor shall be sufficient if sent by certified or registered mail, postage prepaid, to Contractor at: Department Administrator, Department of Pathology, Medical College of Wisconsin, Inc., 8701 Watertown Plank Road, Milwaukee, WI 53226, carbon copy to the Officer of the General Counsel Medical College of Wisconsin, Inc. 8701 Watertown Plank Road, Milwaukee, WI 53226; to MCWAH, attn: MCWAH’s Executive Director and a copy to MCWAH’s DIO at: 8701 W. Watertown Plank Road, Milwaukee WI 53226, or to such other addresses as the parties may designate to each other in writing from time to time.

 13. DISADVANTAGED BUSINESS ENTERPRISE AMENDMENT

 The successful consultant/service provider shall comply with CFR 49 Part 26 and Chapter 56.30 of the Milwaukee County Ordinances, which requires good faith effort (GFE) to achieve participation of certified disadvantaged business enterprise (DBE\*) firms on all USDOT and Milwaukee County funded professional service contracts. In accordance with this Milwaukee County policy, the consultant/service provider shall ensure that DBEs have the maximum opportunity to participate in this project/contract.

 Each prime consultant/service provider shall utilize DBE firms to a minimum of **0% DBE** (0% race conscious and 0% race neutral) of the total contract. DBE participation requirement relative to contract award shall be based upon the approved Milwaukee County DBE Utilization Plan (**DBD-014PS form**). Consultants/service providers receiving additional work on the contract in the form of change orders, addendum, etc. shall be expected to increase DBE participation proportionally.

1. EFFECTIVE DATE.

 The effective date of this Agreement is July 1, 2015. The contract year will end on June 30, 2016.

In witness whereof, the parties hereto have executed this Agreement on the day, month and year first written.

 MILWAUKEE COUNTY:

 BY \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Brian L. Peterson, M.D. Date

MEDICAL COLLEGE OF WISCONSIN

AFFILIATED HOSPITALS, INC.

 BY \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Kenneth B. Simons, MD Date

Executive Director

 THE MEDICAL COLLEGE OF WISCONSIN, INC.

 BY \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Joseph E. Kerschner, MD Date

Dean and Executive Vice President

*Approved*: *Approved*:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_

County Executive Office of the Comptroller

*Approved as to Execution*: *Reviewed by*:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_

Corporation Counsel Risk Management

*Approved with regards to County Ordinance Chapter 42:*

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_

Community Business Development Partners

*Approved as compliant under Sec. 59.42(2)(b)5:*

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_

 Corporation Counsel