

(ATTACHMENT 12) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS

Contract Requisition Number: CR045207

Contract Number: C028587

Vendor Number: V018476

MILWAUKEE BOARD OF SCHOOL DIRECTORS PROFESSIONAL SERVICES CONTRACT

This Professional Services Contract (“Contract”) is being entered into this 1st day of September 2019, by and between **Wheaton Franciscan Healthcare – Southeast Wisconsin, Inc. and Columbia St. Mary’s, Inc., on behalf of themselves and their affiliates**, subsidiaries of Ascension who provide health care services in Ascension Wisconsin service areas (individually or collectively, “Contractor”) and **Milwaukee Board of School Directors** (“MPS”). This Contract is the result of an open competitive procurement, specifically Request for Proposal (“RFP”) 998.

1. SCOPE OF SERVICES

Contractor and MPS shall specifically perform and/or agree to the following:

Contractor shall provide Licensed Athletic Trainers (“LATs”) and skinfold testing services to the Department of Recreation and Community Services at MPS Interscholastic sports competitions during the Fall, Winter and Spring seasons.

All LATs shall be licensed in the State of Wisconsin pursuant to Wis. Stat. § 448.953 and hold a current national certification issued by the National Athletic Trainers Association (NATA), and will remain in good standing during the term of the Contract.

MPS will make every effort to provide its athletic schedule and calendar to Contractor thirty (30) days prior to the start of each sports season during the term of this Contract. Additionally, MPS will provide all necessary supplies, equipment and space for the LATs to safely and adequately provide the services.

MPS agrees that Contractor may pursue or contract with other organizations for the same or similar services as provided hereunder; however, Contractor agrees that MPS athletic events shall take priority over events with other organizations, and acknowledges that it is Contractor’s responsibility to ensure that LATs are present at all MPS athletic events, as long as MPS provides Contractor with reasonable prior notice of the associated schedule(s) as set forth above;

MPS further acknowledges and agrees that, from time to time, inability to provide coverage may occur due to, but not limited to, illness, injury or reduction/conflict in Contractor staff availability (“Contractor Conflict”). In such situations, it is Contractor’s responsibility to provide MPS with as much notice as possible as to a conflict and to ensure that a suitable replacement for the same is secured for the event, even if that requires Contractor to engage a subcontractor to provide LAT coverage.

LATs shall provide the following services for an estimated 20 locations for all MPS high school home games for boys and girls soccer, boys and girls varsity basketball, wrestling, football, and track conference meets; as well as MPS specialty events (e.g. tournaments), as needed. Additional events as agreed upon by both Contractor and Manager of Sports Medicine and the Commissioner of Athletic and Academics may be added.

- a. Evaluation and treatment of injuries sustained by student athletes during school athletic events and practices, application of first aid (with MPS supplies) and recommendations for exercise or physical measures for minor injuries.
- b. Provide coordination between injured athletes, coaching staff, and team or family physician.
- c. Keep accurate records of all athletic injuries reported by student athletes as occurring during school athletic events and all rehabilitation procedures administered by LATs.
- d. At the request of the Commissioner of Athletics and Academics, or the school, review the safety of the athletic facilities and make suggestions for the improvement of its athletic health care delivery system, the athletic facilities and equipment, and athletic training program.
- e. Comply with MPS rules for student athletic participation, including, but not limited to, concussion testing, hydration, heat advisory requirements, etc., as provided or communicated to the LATs prior.
- f. Comply with best practices for the athletic training industry and shall not violate the guidelines set forth by the National Athletic Trainers Association (NATA) or Wisconsin laws and regulations for athletic trainer services.
- g. Supply two (2) dedicated LATs to MPS to assist with recruitment, assigning and supervision of assigned athletic trainers.

LATs provided under this Contract may be released from service at any time at MPS’s discretion. MPS reserves the right to request the replacement of personnel assigned by the Contractor at no additional cost to MPS if, in MPS’s sole and reasonable discretion, it is determined that the LAT does not adequately meet the needs of MPS. MPS reserves the right, in its sole and

reasonable discretion, to refuse a LAT presented by the Contractor. If MPS exercises its right to release or request replacement of any LAT, as set forth in this section, MPS understands that it may be infeasible for Contractor to replace said LAT within the requested timeframe; however, Contractor shall use reasonable efforts to find a suitable replacement. If Contractor is unable to find a suitable replacement after using reasonable efforts to do so, MPS shall hold Contractor and its LATs harmless and not in breach of this Contract for its inability to do so.

The below information provides estimates for the number of locations and high school games and competitions in which a LAT's presence shall be required for the school year. Additionally, MPS would like to provide a LAT for two (2) hours of football practice at each location per week Monday-Friday.

Season	Sport	Estimated Games Covered	Number of Locations
Fall	Boys Soccer	220	7
	Football	100	12
Winter	Boys Basketball	210	19
	Girls Basketball	170	19
	Wrestling	20	7
Spring	Girls Soccer	170	7
	Track	5	3

Contractor will provide athletic training services for Riverside athletics from the first day of Wisconsin Interscholastic Athletic Association (WIAA) allowed practice until the final day of competition for the spring sports season from 3:30pm until 6:00pm on school days. Also, additional non-school day practices or athletic contests as needed. Training services will include: injury assessment, triage, first aid, rehabilitation, coordination of care, communication with medical professionals and parents. Service will be provided at athletic events as needed for girls' volleyball, boys and girls swim, boys' and girls' tennis, softball, baseball and track. Contractor shall maintain inventory of medical supplies and recommend ordering of supplies to the MPS Athletic Director. These services shall be billed separately.

Contractor shall also administer skin fold testing for an estimated 250 high school wrestlers at 11 schools during the Wrestling season. Dates and locations will be provided prior to the wrestling season. Contractor will follow all WIAA rules and requirements pertaining to skin fold testing.

Contractor shall provide licensed athletic trainers and skinfold testing services as indicated in RFP 998 and Contractor's Response to RFP 998, which is hereby incorporated by reference.

Contractor shall provide, at its own expense, all personnel required to perform the services under this Contract.

2. TERM

This Contract shall be in effect from September 1, 2019 through August 31, 2020 (the "Initial Term") with the option of two one-year extensions upon mutual consent of the parties and MPS Board approval. MPS will base its renewal decisions on the following performance metrics to be rated by MPS personnel. A contractor must attain a minimum score of 90 points to be eligible for contract renewal; however, 90 points does not guarantee renewal.

Successful vendors must meet the following performance measures to be considered for contract renewals:

Criteria for Renewal	Points
LATs be assigned to all girls and boys soccer, boys and girls varsity basketball games, wrestling and track conference meets.	25
Provide Skin Fold Testing for all wrestlers	15
Provide 2 dedicated staff to recruit, assign and supervise assigned LATs	15
Provide Licensed Athletic Trainer to provide services to Riverside High School	15
Maintain accurate records of injuries and all rehabilitation procedures administered by athletic trainers. Provide report to the laws extent when requested by MPS	10

Evaluate and treat injuries sustained by School’s students during school athletic events and practices, application of first aid (with MPS supplies) and recommendations for exercise or physical measures for minor injuries.	15
Invoice and billing process followed	5
<i>Vendors must attain a minimum score of 90 points to be eligible for contract renewal</i>	

No work shall commence before Contractor receives a fully executed Contract and has been given approval to proceed. Any work performed by the Contractor prior to obtaining a fully-executed Contract with approval to proceed shall not be compensated pursuant to this Contract. Any continuation of the Contract beyond this term must be set forth in writing and signed by the original signatories to the Contract.

3. COMPENSATION

Total compensation under this Contract shall not exceed \$69,550.00 in the Initial Term. Pricing shall be as indicated in Exhibit 1 Cost Proposal Worksheet, attached hereto and incorporated herein.

MPS reserves the right to determine in its sole discretion whether services have been adequately and fully delivered; to withhold payment until services are fully and adequately delivered; or to disallow a pro rata share of payments for services not fully and adequately delivered.

MPS does not pay in advance for services. No payment shall be made until a properly submitted invoice is approved. Invoices shall be submitted to:

Milwaukee Public Schools
 ATTN: Lynn Greb, Senior Director
 Department of Recreation and Community Services
 5225 W. Vliet Street
 Milwaukee, WI 53208

A properly submitted invoice must include a detailed description of the dates and times worked, and the tasks performed. As a matter of practice, MPS attempts to pay all invoices in thirty (30) days from receipt. It is mutually agreed that State Prompt pay law does not apply to this Contract.

Unless otherwise specified, MPS shall not pay invoices submitted more than 60 days after actual work. In the case of grant funding, no payments shall be made after grant close out. Final invoices must be marked as such.

4. NON APPROPRIATION OF FUNDS

This Contract is contingent upon the appropriation of sufficient funds by appropriate MPS officials. If funds are not appropriated, Contractor agrees to take back any commodities furnished under the Contract, terminate any services supplied to MPS under the Contract, and relieve MPS of any further obligations under the Contract.

5. NON-DISCRIMINATION

Contractor and MPS shall perform its respective obligations under this Contract, and provide services to athletic program participants regardless of race, color, religion, creed, sex, national origin, age, disability, sources of payment, or any other protected characteristic in compliance with 45 CFR Parts 80, 84, and 91, respectively. The same requirements are applied to all, and there is no distinction in eligibility for, or in the manner of providing the services.

In the performance of work under this Contract, Contractor shall not discriminate in any way against any employee or applicant for employment on the basis of a person’s sex, race, age, religion, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, disability, or socio-economic status. This prohibition includes but is not limited to employment; promotions, demotions and transfers; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Contractor is required to include a similar provision in all subcontracts to this Contract.

If MPS determines Contractor has violated this non-discrimination policy, MPS may terminate this Contract without liability for undelivered services or materials. MPS may also deem the Contractor ineligible to participate in future contracts with MPS.

6. INDEMNITY

Notwithstanding any references to the contrary, both parties assume full liability for, and shall indemnify and hold harmless the other party for, all of its acts or omissions in the performance of this Contract, as well as the acts or omissions of its employees and agents.

Contractor shall indemnify and hold harmless MPS, its agents, officers and employees against all liabilities, losses, judgments, decrees, costs, and expenses that may be claimed against MPS as a result of granting of this Contract to said Contractor, or that may result from the carelessness or neglect of said Contractor, its agents, or employees. If judgment is recovered against MPS in suits of law or equity for any reason, including by reason of the carelessness, negligence, or acts or omissions of the Contractor, against such persons, firms or corporations carrying out the provisions of the Contract for the Contractor, the Contractor assumes full liability for such judgment, not only as to any monetary award, but also as to the costs, reasonable attorneys' fees or other expenses resulting therefrom.

In accordance with applicable laws, MPS shall be responsible for defending and paying judgments on behalf of its officers, employees and agents while acting within the scope of their employment or agency for any claims that may arise out of MPS's negligence for acts, failure to act, policies, or directives that affect the activities covered by this Contract.

7. BACKGROUND CHECKS

Contractor will conduct, at Contractor's expense, a criminal information records background check (hereinafter referred to as "background check"), through the Wisconsin Department of Justice and other appropriate states' agencies, on all current and potential administrators, board members, officers, and employees who have, or who are anticipated to have, "direct, unsupervised contact" with MPS students in the performance of this Contract.

An out of state background check should be completed in the state(s) in which the individual resided for at least six months within the last two years and was eighteen years or older at the time.

Contractor will submit to MPS's Department of Employment Relations (DER), (via mail to Milwaukee Public Schools Background Checks, Attn: Department of Employment Relations, Room 116, 5225 West Vliet Street, Milwaukee, WI 53208, or via email at 564@milwaukee.k12.wi.us), all completed background checks. Such records will be reviewed and MPS will notify Contractor of any individual(s) who, based on MPS standards, are unfit and should not have contact with MPS students. All determinations made by MPS with regards to whether an individual is fit to provide services pursuant to this Contract are made in MPS's sole discretion.

The following will each be a material failure to comply with the terms of this Contract and cause for immediate termination of this Contract by MPS: failure to perform background checks as outlined in this Section 7; failure to submit background checks to MPS as outlined in this Section 7; allowing services to be provided by an individual who has not be subjected to a background check; and allowing services to be performed by an individual who has been determined to be unfit by MPS as outlined in this Section 7.

8. HEALTH RECORDS, CONSENT, CONFIDENTIALITY AND STANDARDS/COMPLIANCE

Health Records. Contractor shall maintain legally required health records for services provided under this Contract. Contractor shall comply with all applicable laws and regulations governing the creation, maintenance, privacy, security and retention of health records. Of note: health records will be retained in accordance with Contractor's record retention policies. The ownership of such health records regarding the services are and remain the property of Contractor.

MPS shall, as a condition of participating in MPS's athletic programs, require all athletes and/or their parents/legal guardian if said athlete is a minor, to execute a liability waiver for the provision of athletic training services by Contractor, a copy of which is attached hereto and incorporated herein as Exhibit 2. MPS shall keep these forms on file, will provide copies upon request by Contractor, and will hold Contractor harmless for its failure to request or obtain a signed waiver from any athlete or his/her parent/legal guardian.

Confidentiality. Contractor shall maintain all health records in confidence and securely in conjunction with providing services under this Contract. MPS and Contractor shall comply with privacy and security provisions pursuant to the Health Insurance Portability and Accountability Act of 1996, as amended, including implementing regulations thereof and the Health Information Technology for Economic and Clinical Health Act, as amended, including implementing regulations thereof (collectively, "HIPAA") and other applicable federal and state privacy laws, as applicable. Contractor's access to the health records shall be limited to a need to know basis for purposes of continued care. Prior to Contractor releasing any information that it obtains from

services provided to MPS, MPS and Contractor shall obtain appropriate authorizations from the athletes or athlete's parents/legal guardian (includes authorization available on WIAA card). All parties agree to follow all applicable state and federal laws (including, but not limited to, HIPAA) pertaining to the release of confidential health information, including Contractor's business associates. The parties acknowledge that LATs or Contractor staff providing services under this Contract shall only provide relevant information to designated MPS representatives and shall not disclose any information to, or be responsible for any interactions with, local or other media sources, related to any athlete.

Ethical and Religious Directives. The parties acknowledge that the operations of Ascension and its affiliates are in accordance with the Ethical and Religious Directives for Catholic Health Care Services, as promulgated from time to time by the United States Conference of Catholic Bishops, Washington, D.C., of the Roman Catholic Church or its successor ("Directives") and acknowledge that the principles and beliefs of the Roman Catholic Church are a matter of conscience to Ascension and its affiliates. The Directives are located at <http://www.usccb.org/issues-and-action/human-life-and-dignity/health-care/upload/Ethical-Religious-Directives-Catholic-Health-Care-Services-fifth-edition-2009.pdf>. It is the intent and agreement of the parties that this Contract shall not be construed to require Ascension or its affiliates to violate said Directives in its operation and all parts of this Contract must be interpreted in a manner that is consistent with said Directives.

Corporate Compliance Program. Ascension has a Corporate Responsibility Program ("Program") which has as its goal to ensure that its customers comply with federal, state and local laws and regulations. The Program focuses on risk management, the promotion of good corporate citizenship, including the commitment to uphold a high standard of ethical and legal business practices, and the prevention of misconduct. MPS acknowledges Ascension's commitment to the Program and agrees to conduct all services and business transactions which occur pursuant to this Contract in accordance with the underlying philosophy of the Program.

10. INSURANCE AND PROOF OF FINANCIAL RESPONSIBILITY

Contractor will obtain and maintain, at its sole cost and expense, professional liability insurance and/or equivalent self-insurance covering Contractor and its employees in an amount not less than \$1,000,000 per claim and \$3,000,000 in the aggregate; commercial general liability insurance and/or equivalent self-insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; automobile liability insurance in an amount not less than \$1,000,000 per occurrence; and workers' compensation and employers' liability insurance or any alternative plan or coverage as permitted or required by applicable law, with a minimum employers' liability limit of \$1,000,000 each accident, each employee for disease.

The "Milwaukee Board of School Directors" shall be named as an additional insured under Contractor's and subcontractors' general liability insurance and umbrella liability insurance. Evidence of all required insurances of Contractor shall be submitted electronically to MPS via its third party vendor, EXIGIS Risk Management Services. Waivers and exceptions to the above limits will be in the sole discretion of MPS and shall be recorded in the EXIGIS system, which records are incorporated into this Contract by reference. The certificate of insurance or policies of insurance evidencing all coverages shall include a statement that MPS shall be afforded a thirty (30) day written notice of cancellation, non-renewal or material change by any of Contractor's insurers providing the coverages required by MPS for the duration of this Contract.

11. SHIPPING /TAXES

If goods are provided pursuant to this Contract, please note that MPS is exempt from Federal Excise and Wisconsin Sales Taxes. All vendor quotes, bids and invoices must include delivery FOB destination to the MPS location receiving the goods and freight must be prepaid. This means any freight, shipping, processing, handling or like charges must be part of a unit price. Any separate line items for freight, shipping, processing, handling or like charges listed on an invoice will be deleted and NOT PAID.

All textbook purchases shall be governed by the terms and conditions in the Milwaukee Board of School Directors' Textbook Contract, which provides that textbooks shipped to MPS or its schools must be done at no additional charge to MPS or its schools.

MPS reserves the right to reject any items that do not conform to the bid, quote or Purchase Order. All return freight charges associated with the rejected materials shall be borne by the vendor.

12. IRREPARABLE HARM

It is mutually agreed the breach of this Contract by either party may result in irreparable and continuing damage to the other, for which money damages may not provide adequate relief. Therefore, the breach of this Contract by either party may entitle the other party to both preliminary and permanent injunctive relief and money damages insofar as they can be determined under the circumstances.

13. TERMINATION BY CONTRACTOR

Contractor may, at its option, terminate this Contract upon the failure of MPS to pay any amount, which may become due hereunder for a period of sixty (60) 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.

14. TERMINATION BY MPS - BREACH BY CONTRACTOR

If Contractor fails to fulfill its obligations under this Contract in a timely or proper manner, or violates any of its provisions, MPS shall thereupon have the right to terminate it by giving five (5) days written notice before the effective date of termination of the Contract, specifying the alleged violations, and effective date of termination. The Contract shall not be terminated if, upon receipt of the notice, Contractor promptly cures the alleged violation with five (5) days. In the event of termination, MPS 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.

15. TERMINATION BY MPS

MPS further reserves the right to terminate this Contract at any time for any reason by giving Contractor written notice by Registered or Certified Mail of such termination. MPS will attempt to give Contractor 20 days' notice, but reserves the right to give immediate notice. In the event of said termination, Contractor shall reduce its activities hereunder, 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, including any retainage. This section also applies should the Milwaukee Board of School Directors fail to appropriate additional monies required for the completion of the Contract.

16. INDEPENDENT CONTRACTOR

Contractor agrees and stipulates that in performing this Contract, it is acting as an Independent Contractor, and that no relationship of employer and employee, partnership or joint venture is created by this Contract. Contractor has exclusive control over work hours, location, and other details of such services, and MPS's sole interest is to ensure that said service shall be performed and rendered in a competent, safe, efficient, timely and satisfactory manner in accordance with the terms of this Contract.

Contractor has the sole obligation to provide for and pay any contribution or taxes required by federal, state or local authorities imposed on or measured by income, if applicable. Contractor specifically covenants not to file any complaint, charge, or claim with any local, state or federal agency or court in which Contractor claims to be or to have been an employee of MPS during the period of time covered by this Contract and that if any such agency or court assumes jurisdiction of any complaint, charge or claim against MPS on Contractor's behalf, Contractor will request such agency or court to dismiss such matter. MPS shall not be charged any obligation or responsibility whatsoever of extending any fringe benefits which may be extended to MPS employees, including any insurance, or pension plans.

Contractor further agrees that MPS is not to be charged with the obligation or responsibility of extending any fringe benefits such as hospital, medical and life insurance, or pension plans which may be extended to employees of MPS from time-to-time and further agree to indemnify and hold harmless MPS and all its employees, officers and agents from any liability for personal injuries, including death, or for damage to or loss of personal property, which might occur as a result of the performance of the services provided for under this Contract, unless such claims for liability are a direct result of MPS' actions, inaction, negligence, willful misconduct, or any breach of this Contract.

17. 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.

18. PROHIBITED PRACTICES

- A. Contractor during the period of this Contract shall not hire, retain or use for compensation any member, officer, or employee of MPS to perform services under this Contract, or any other person who, to the knowledge of Contractor, has a conflict of interest.
- B. Contractor hereby attests it is familiar with MPS's Code of Ethics, providing in pertinent part, "[a]n employee of Milwaukee Public Schools may not accept any gift or gratuity in excess of \$25.00 annually from any person, persons, group or any firm which does business with or is attempting to do business with MPS."

- C. No person may enter into this Contract for services that the MPS employee would otherwise perform as an employee.
- D. No current or former MPS employee may perform services on a professional services contract without the prior written consent of the MPS Chief Human Capital Officer or his/her designee.
- E. If the Contract is for apparel for \$5,000.00 or more, the Contractor agrees to provide only items manufactured by responsible manufacturers. Contractor is required to include a similar provision in all subcontracts to this Contract.

17. LIVING WAGE REQUIREMENT

Contractor shall comply with, and ensure its subcontractors performing work under this Contract comply with, Milwaukee Board of School Directors' Administrative Policy 3.09(17), which requires that employees be paid a "living wage."

19. NOTICES

Notices to either party provided for in this Contract shall be sufficient if sent by Certified or Registered mail, postage prepaid, addressed to the signatories on this Contract, or to their designees.

20. WAIVER

The waiver or failure of either party to exercise in any respect any rights provided for in this Contract shall not be deemed a waiver of any further right under this Contract.

21. INTEGRATION / SEVERABILITY

This Contract, RFP 998 and its exhibits and addenda, if any, and Contractor's Response to RFP 998, constitute the entire Contract among the parties with respect to the subject matter hereof and supersede all prior proposals, negotiations, conversations, discussions and Contracts among the parties concerning the subject matter hereof. No amendment or modification of any provision of this Contract shall be effective unless the same shall be in writing and signed by both parties.

MPS shall not be bound by any terms and conditions included in Contractor's packaging, service catalog, brochure, technical data sheet or other document which attempts to impose any conditions at variance with or in addition to the terms and conditions contained herein.

If any term or provision of this Contract should be declared invalid by a court of competent jurisdiction or by operation of law, the remaining terms and provisions of this Contract shall be interpreted as if such invalid provision or covenants were not contained herein.

22. CHOICE OF LAW & FORUM

The state courts of Wisconsin shall be the sole forum for all disputes arising of this Contract. The validity, construction, enforcement and effect of this Contract shall be governed solely by the laws of the State of Wisconsin.

23. TIMING

Time is of the essence in this Contract.

24. CERTIFICATION REGARDING DEBARMENT OR SUSPENSION

Contractor certifies that neither Contractor or its affiliates are suspended, debarred, proposed for debarment, voluntarily excluded from covered transactions, or otherwise disqualified by any federal department or agency from doing business with the Federal Government pursuant to Executive Orders 12549 and 12689. Contractor specifically covenants that neither the Contractor or its principals are included on the Excluded Parties List System ("EPLS") maintained by the General Services Administration ("GSA").

25. FORCE MAJEURE

Neither party shall be liable to the other for any failure to act or perform hereunder due to acts of God, riot, war, civil unrest, flood, earthquake, outbreak of contagious disease or other causes beyond its reasonable control (including any mechanical, electronic, or communications failure, but excluding failure caused by a party's financial condition or negligence).

26. STUDENT DATA

Contractor acknowledges that student data is protected by both federal and state law. *See* Wis. Stat. § 118.125; 20 U.S.C. § 1232g(b); 34 C.F.R. § 99.1 *et seq.* If MPS determines that Contractor has disclosed any student record information in violation of

either federal or state law, without prejudice to any other rights or remedies the MPS may have, MPS shall be entitled to immediately terminate this and every other existing contract without further liability. Moreover, MPS may bar Contractor from future MPS contracts for varying periods up to and including permanent debarment.

27. NON-DISCLOSURE

Except as may be otherwise agreed to herein, absent prior written consent of the person listed in Section 3 or his/her designee, Contractor shall not: (1) disclose, publish, or disseminate any information, not a matter of public record, that is received by reason of this Contract, regardless of whether the Contractor is or is not under contract at the time of the disclosure; or (2) disclose, publish, or disseminate any information developed for MPS under this Contract. Contractor agrees to take all reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of the same information.

28. MPS LOGO/PUBLICITY

Contractor shall not use the MPS Logo in its literature or issue a press release about the subject of this Contract without prior written notice to and written approval of MPS's Executive Director of Communications & Outreach.

29. ORDER OF PRIORITY

In the event of a conflict among the documents constituting this Contract, the order of priority to resolve the conflict shall be: 1) this Contract; 2) RFP 998 including all exhibits and addenda; and 3) Contractor's Response to RFP 998.

30. PUBLIC RECORDS

Both parties understand that the MPS Board is bound by the Wisconsin 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.* Contractor acknowledges that it is obligated to assist the MPS Board in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Contract, and that the Contractor must defend and hold the MPS Board harmless from liability under the law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under this Contract.

31. CONTRACT COMPLIANCE REQUIREMENT

The HUB requirement on this Contract is 0%. The student engagement requirement of this Contract is 200 hours. The Career Education requirement for this Contract is 10 hours. Failure to achieve these requirements may result in the application of some or all of the sanctions set forth in Administrative Policy 3.10, which is hereby incorporated by reference.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day, month and year first above written.

**WHEATON FRANCISIAN HEALTHCARE –
SOUTHEAST WISCONSIN, INC.
COLUMBIA ST. MARY'S, INC.**

(collectively, ASCENSION WISCONSIN) (Vendor #: V018476) MILWAUKEE BOARD OF SCHOOL DIRECTORS

By: _____
Authorized Representative

By: _____
*Adria D. Maddaleni, J.D., Director
Procurement and Risk Management*

Date: _____

Date: _____

Ascension Wisconsin
400 W River Woods
Glendale, WI 53212
(414) 465-3000

Milwaukee Public Schools
Office of Finance
5225 W Vliet Street, Room 160
Milwaukee, WI 53208
(414) 475-8393

By: _____
*Keith P. Posley, Ed.D.,
Superintendent of Schools*

Date: _____

SSN / FEIN: [REDACTED]

Budget Code: ATH00IATDW-ECTS

By: _____
*Larry Miller, President
Milwaukee Board of School Directors*

Date: _____

Reviewed by Risk Management:

By: _____

Date: _____

RFP 998
SECTION 1: LICENSED ATHLETIC TRAINERS (LATs)
EXHIBIT 1

COST PROPOSAL WORKSHEET

Respondent Wheaton Franciscan Healthcare – Southeast Wisconsin, Inc

Instructions for submitting Cost Proposal:

- Costs submitted shall be all-inclusive including, but not limited to salary costs, employment taxes, travel costs, insurance costs, benefits, administration costs, overhead costs, required screenings, background checks, training, insurance, etc.
- Hourly quoted prices are to be a single price for each Year; a range of prices is not acceptable (e.g. "\$20.50/Hr" is acceptable but "\$15.00- \$25.00/Hr" is not).
- Quoted prices are to be guaranteed for Year 1 through Year 3.
- MPS estimates a quantity of hours per year among the awarded Contractor(s). Quantity estimates are estimates of annual need; no quantities are guaranteed, and no quantities are guaranteed to any contractor if there is an award to more than one contractor. LATs will be provided at the same hourly rate as that quoted for Year 1 through Year 3 in the chart below no matter the quantity of LATs contracted from a specific vendor.

Services					
DELIVERABLE As Proposed in Section 2.1	UNIT OF COST	Annual Work Year Estimate Per LAT	Year 1 Hourly Rate Per LAT	Year 2 Hourly Rate Per LAT	Year 3 Hourly Rate Per LAT
Rate for each LAT from Contractor's pool proposed in response to Section 2.1	Vendor to quote Hourly Rate per LAT	2,100 hours	\$ 33.00 /Hr	\$ 33.00 /Hr	\$ 33.00 /Hr
			Annual Calculation Per LAT	Annual Calculation Per LAT	Annual Calculation Per LAT
			\$ 69,300.00	\$ 69,300.00	\$ 69,300.00
			Total for Years 1 through 3, Per LAT		
			\$ 207,900.00		

NOTES

- Cost points will be assigned based on the Total Cost Years 1 through 3.
- If there is a detected error in math calculation by the vendor, corrections will be based on the quoted rates.
- MPS reserves the right to choose multiple vendors to fill its need.
- Cost Proposals must be on this completed Exhibit 1 form. Any modifications to this form or any other form submitted will be considered non-responsive. Any supplemental pricing information attached or referenced will not be considered.

RFP 998
SECTION 2: SKIN FOLD TESTING
EXHIBIT 1

COST PROPOSAL WORKSHEET

Respondent Wheaton Franciscan Healthcare - Southeastern Wisconsin, Inc

Instructions for submitting Cost Proposal:

- Costs submitted shall be all-inclusive including, but not limited to salary costs, employment taxes, travel costs, insurance costs, benefits, administration costs, overhead costs, required screenings, background checks, training, insurance, etc.
- Per person tested prices are to be a single price for each Year; a range of prices is not acceptable (e.g. "\$20.50/person tested" is acceptable but "\$15.00- \$25.00/person tested" is not).
- Quoted prices are to be guaranteed for Year 1 through Year 3.
- MPS estimates a quantity of 250 tests per year among the awarded Contractor(s). Quantity estimates are estimates of annual need; no quantities are guaranteed, and no quantities are guaranteed to any contractor if there is an award to more than one contractor. Skin Fold tests will be provided at the same rate per person as that quoted for Year 1 through Year 3 in the chart below no matter the quantity of tests contracted from a specific vendor.

Services					
DELIVERABLE As Proposed in Section 2.1	UNIT OF COST	Annual Work Year Estimate of Skin Fold Tests	Year 1 Rate Per Person Tested	Year 2 Rate Per Person Tested	Year 3 Rate Per Person Tested
Rate for each Skin Fold Test proposed in response to Section 2.1	Vendor to quote Rate per Person Tested	250 Skin Fold Tests	\$ 1 / person tested	\$ 1 /person tested	\$ 1 /person tested
			Annual Calculation Per Person Tested	Annual Calculation Per Person Tested	Annual Calculation Per Person Tested
Total for Year (= 250 Persons Tested x Per Person Rate)			\$ 250 _____	\$ 250 _____	\$ 250 _____
Total for Years 1 through 3			\$ 750 _____		

NOTES

- Cost points will be assigned based on the Total Cost Years 1 through 3.
- If there is a detected error in math calculation by the vendor, corrections will be based on the quoted rates.

- MPS reserves the right to choose multiple vendors to fill its need.

Cost Proposals must be on this completed Exhibit 1 form. Any modifications to this form or any other form submitted will be considered non-responsive. Any supplemental pricing information attached or referenced will not be considered.

Exhibit 2

LIABILITY WAIVER

Please print legibly.

Last Name:	First Name:
Phone #:	Email Address:
Home Address:	
<input type="checkbox"/> Female <input type="checkbox"/> Male	Age:

I understand I should consult with my personal healthcare provider if I have any concerns regarding participating in or receiving any services provided by Ascension Wisconsin (which shall include but shall not be limited to on-site athletic training services, injury evaluation, first-aid treatment, and recommendations for injury prevention).

I acknowledge that my participation in the athletic event held by the Milwaukee Board of School Directors involves a risk of injury, including bodily injury, and assume the risk for same. On my own behalf and on behalf of my heirs and legal representatives and to the fullest extent permitted by law, I hereby release, waive, absolve, discharge and agree to hold harmless Milwaukee Board of School Directors and Ascension Wisconsin and both of their respective directors, officers, employees, affiliates, members, agents and representatives, of and from any and all liability for injury, death, or damages and/or any other claims, demands, losses or damages, incurred by me in connection with any aspect of receiving the aforementioned services.

**I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, UNDERSTAND IT,
VOLUNTARILY AGREE TO IT, AND FURTHER UNDERSTAND THAT I HAVE GIVEN UP
SUBSTANTIAL RIGHTS BY SIGNING IT.**

Signature:	Date:
Signature of Parent/Legal Guardian: (If participant is less than 18 years old)	
Relationship to Participant:	Date: