

# (ATTACHMENT 15) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS

Contract Requisition Number: CR059063

Contract Number: C031244

Vendor Number: V027837

## MILWAUKEE BOARD OF SCHOOL DIRECTORS PROFESSIONAL SERVICES CONTRACT

This Contract is being entered into this 1st day of July 2023, by and between **Childrens Hospital of Wisconsin, Inc.** (“Contractor”) and Milwaukee Board of School Directors (“MPS”). This Contract is the result of an open competitive procurement, specifically Request for Proposal (RFP) 1093.

### 1. SCOPE OF SERVICES

Contractor shall specifically perform the following tasks:

As requested by MPS and in accordance with the Scope of Services of RFP 1093, which is hereby incorporated by reference, Contractor shall:

Provide Licensed Athletic Trainer (hereinafter “LAT” or “Athletic Trainer”) services for Milwaukee Public Schools (MPS) Interscholastic Athletics as outlined on Exhibit A, attached hereto and incorporated herein. All Athletic Trainers shall be currently licensed in the State of Wisconsin, hold a current national certification issued by Board of Certification for the Athletic Trainer, and membership with the National Athletic Trainers Association (“NATA”), and must remain in good standing during the term of the Contract.

Contractor may also periodically provide LAT coverage for MPS specialty events (e.g., tournaments, cross country meets, cheerleading competitions, etc) and sports that are not contracted for regular coverage (e.g., girls’ volleyball, boys and girls swim, boys’ and girls’ tennis, softball, baseball) when mutually agreed upon in writing by Contractor and the MPS Commissioner of Athletics and Academics (the “Specialty Event Coverage”). The MPS Commissioner of Athletics and Academics shall make any requests for Contractor to provide Specialty Event Coverage at least four (4) weeks prior to the event to ensure Contractor has sufficient time to determine whether it will have LAT capacity to provide the Specialty Event Coverage.

The parties acknowledge and agree that following execution of this Contract, Contractor shall commence the recruitment and hiring process for qualified LATs to provide services hereunder. As such, the parties agree that Contractor will not be required to provide LAT coverage simultaneously at more locations than the maximum number of locations outlined on Exhibit A at any time (the “Maximum Simultaneous Locations”). In the event MPS desires for Contractor to provide LAT coverage in excess of the Maximum Simultaneous Location, such coverage request will be treated in the same manner as a request for Specialty Event Coverage, as outlined above.

The parties shall meet at least ninety (90) days prior to the end of each academic year to review Contractor’s LAT capacity and MPS’ coverage needs to determine whether the Maximum Simultaneous Locations should be increased for the subsequent academic year. Any modifications to Exhibit A, including increases in the Maximum Simultaneous Locations shall be mutually agreed upon in writing by the parties.

Additionally, Contractor shall:

- a. Evaluate and treat injuries sustained by MPS student-athletes during MPS sponsored athletic events and practices, provide application of first aid (with MPS district purchased supplies) and offer recommendations for rehabilitation exercise or physical measures for minor injuries.
- b. Provide coordination between injured student-athletes, coaching staff, athletic director and team or family physician.
- c. Keep accurate records of all athletic injuries reported by school students as occurring during MPS sponsored athletic events and all rehabilitation procedures administered by Athletic Trainers.
- d. Review the safety of the athletic facilities and make suggestions for the improvement of MPS’ athletic health care delivery system, athletic facilities and equipment, and athletic training program as requested by the Commissioner of Athletics and Academics.
- e. Comply with MPS rules for student athletic participation, including, but not limited to, concussion testing, hydration, heat advisory requirements, etc.
- f. Comply with best practices as recommended by the athletic training industry and shall not violate the guidelines set forth by the NATA or Wisconsin laws and regulations for Athletic Trainer services.

LATs provided under this contract may be released from service at any time at MPS’s reasonable 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 reasonable discretion, it is determined that the LAT does not adequately meet the needs of the District. MPS reserves the right, in its sole reasonable discretion, to refuse a LAT presented by the Contractor. MPS recognizes that, in the situation where MPS requests

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removal and replacement of a LAT, a temporary lapse in LAT coverage will result as replacement staff members are recruited and undergo appropriate training and on-boarding to ensure quality and safety standards are maintained.

Whenever possible, Contractor shall assign its individual LATs to work at specific MPS locations during an academic year to provide continuity for MPS staff and students. Contractor agrees to maintain the capacity to provide multiple LAT’s to provide services at multiple locations at any given time up to the number of Maximum Simultaneous Locations.

Contractor will provide athletic training services from the first day of Wisconsin Interscholastic Athletic Association allowed fall practice until the final day of competition for the spring sports season. LATs will hold athletic training room hours at mutually agreeable locations not to exceed the Maximum Simultaneous Locations from 3:30pm until 6:00 pm on school days, with adjustment of these hours as needed based on event coverage needs at such location. Additional non-school day practice or athletic contests coverage outside of the scope identified above shall be considered Specialty Event Coverage, will require mutual agreement between the Contractor and the MPS Commissioner of Athletics and Academics as outlined here.

MPS will bear responsibility for purchase and storage of all supplies and equipment related to this project at a central location; Contractor will monitor inventory, pick up and deliver needed items to sites as applicable, and recommend supply purchases to designated MPS staff.

Contractor will 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 must comply with all applicable federal, state, and local health, safety, and civil rights laws; Contractor must have the ability to provide an Athletic Trainer to perform duties as listed in the Scope of Service. Contractor will follow all WIAA rules and requirements pertaining to skin fold testing. Contractor will be responsive to MPS customer service needs from the Athletic Office within 24 hours Contractor understands and agrees that invoices must be submitted monthly on or before the 10th day of the month following the month of service, submitted electronically to include the following detail: date of service, invoice number, remittance person and business address, amount owed, number of events covered during the month and any other pertinent information for agree upon training services.

RFP 1093 (including all exhibits and addenda) and Contractor’s Response to RFP 1093, are incorporated herein by reference. All minimum Contractor qualifications of the RFP are material terms of this Contract with which Contractor must comply.

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 July 1, 2023 through June 30, 2026. Contractor is subject to ongoing monitoring for compliance with all Contract requirements, with particular attention to:

| <b>Performance Metrics</b>   |
|--|
| LAT’s are assigned to all girls and boys soccer, boys and girls varsity basketball games, football, wrestling, and track conference meets as outlined in Exhibit A   |
| Provide Skin Fold Testing for all wrestlers  |
| Overall fidelity of services to proposal and RFP   |
| Maintain accurate records of injuries and all rehabilitation procedures administered by athletic trainers. Provide report to the laws extent when requested by MPS   |
| Evaluate and treat injuries sustained by MPS students during school athletic events and practices, application of first aid (with MPS supplies) and recommendations for exercise or physical measures for minor injuries |
| Invoice and billing process followed   |

No work shall commence before a 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**

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Total compensation under this Contract shall not exceed \$322,500 in the Initial Term, payable according to rates quoted in Contractor’s response to RFP 1093 in Cost Proposal Worksheet BT-35EW:

| Deliverable                                       | Cost per unit |
|---|---------------|
| Licensed Athletic Trainer services, unit=one hour | \$ 50.00      |
| Skinfold test, unit=1 test                        | \$ 10.00      |

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.

Milwaukee Public Schools 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 – School and Community Recreation  
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 30 days. 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**

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, martial 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, each party assumes full liability for all of its acts or omissions in the performance of this Contract, as well as the acts or omissions of its employees, agents, and/or subcontractors.

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

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full liability for such judgment, not only as to any monetary award, but also as to the costs, 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, 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](mailto: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. INSURANCE AND PROOF OF FINANCIAL RESPONSIBILITY**

Contractor and its subcontractors shall effect and maintain any insurance coverage, including, but not limited to, Workers’ Compensation, Employers’ Liability, General Liability, Contractual Liability, Automobile Liability and Umbrella Liability to support such financial obligations. The indemnification obligation, however, shall not be reduced in any way by existence or non-existence, limitation, amount or type of damages, compensation, or benefits payable under Workers’ Compensation laws or other insurance provisions.

The minimum limits of insurance required of the Contractor by MPS shall be:

|                             |  |
|-----------------------------|--|
| Workers’ Compensation       | Statutory Limits                                 |
| Employers’ Liability        | \$100,000 per occurrence                         |
| General Liability           | \$1,000,000 per occurrence/\$2,000,000 aggregate |
| Auto Liability              | \$1,000,000 per occurrence                       |
| Umbrella (excess) Liability | \$1,000,000 per occurrence                       |

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. Contractor shall provide MPS with thirty (30) days written notice of cancellation, non-renewal or material change of any of Contractor’s insurance coverages required by MPS for the duration of this Contract.

**9. 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

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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.

### **10. IRREPARABLE HARM**

It is mutually agreed the breach of this Contract on Contractor's part shall result in irreparable and continuing damage to MPS for which money damages may not provide adequate relief. Therefore, the breach of this Contract on Contractor's part shall entitle MPS to both preliminary and permanent injunctive relief and money damages insofar as they can be determined under the circumstances.

### **11. 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.

### **12. 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.

### **13. 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.

### **14. 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. Contractor specifically covenant 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

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services provided for under this Contract, unless such claims for liability are the result of MPS' negligence, willful misconduct, or material breach of this Contract.

**15. 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.

**16. 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."

**18. 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.

**19. 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.

**20. INTEGRATION / SEVERABILITY**

This Contract and its exhibits and addenda, if any, RFP 1093 and Contractor's Response to RFP 1093, 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.

The District shall not be bound by any terms and conditions included in of 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 Contracts or covenants were not contained herein.

**21. 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.

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### 22. TIMING

Time is of the essence in this Contract.

### 23. CERTIFICATION REGARDING DEBARMENT OR SUSPENSION

Contractor certifies that neither Contractor or its principals; its subcontractors or their principals; the sub-recipients (if applicable) or their principals 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, its sub-contractors or their principals, or the sub-recipients (if applicable) or their principals are included on the Excluded Parties List System ("EPLS") maintained by the General Services Administration ("GSA").

### 24. FORCE MAJEURE

MPS will not be liable to pay Contractor for any work that the Contractor is unable to perform due to act of God, riot, war, civil unrest, flood, earthquake, outbreak of contagious disease or other cause beyond MPS's reasonable control (including any mechanical, electronic, or communications failure, but excluding failure caused by a party's financial condition or negligence).

### 25. 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.

### 26. HEALTH RECORDS AND CONFIDENTIALITY

**Health Records.** Contractor shall maintain accurate records of Services provided under this Contract in accordance with Contractor's policy and procedures and applicable laws and regulations, including those regarding the creation, maintenance, privacy, security and retention of health records. All such records shall be and remain the property of Contractor and shall be retained in accordance with Contractor's record retention policies.

**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. The parties agree to follow all applicable state and federal laws pertaining to the release of confidential health information.

**Consents.** MPS shall require student athletes to provide to MPS, and MPS shall provide copies to Contractor, an authorization form and a consent to treat form provided by Contractor, signed by a parent or legal guardian, at the beginning of each academic school year throughout the Term of this Agreement.

### 27. NON-DISCLOSURE

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.

Except for the records set forth in Section 26, all information and any derivatives thereof, whether created by MPS or Contractor under this Contract remains the property of MPS and no license or other rights to such information is granted or implied hereby. For purposes of this Contract, "derivatives" shall mean: (i) for copyrightable or copyrighted material, any translation, abridgment, revision, or other form in which an existing work may be recast, transformed, or adapted; and (ii) for patentable or patented material, any improvement thereon. Within ten business days of the earlier of receipt of MPS' written or oral request, or final

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payment, Contractor will return all documents, records, and copies thereof it obtained during the development of the work product covered by this paragraph.

**28. MPS LOGO/PUBLICITY**

No party shall use the the other party’s logo in its literature or issue a press release about the subject of this Contract without prior written notice to and written approval of the other party, which, in the case of MPS, shall be written approval of MPS’s Executive Director of Communications & Outreach.

In recognition of the Services provided by Contractor under this Agreement, MPS shall recognize Contractor as its “Official Sports Medicine Partner”, including providing CHW with recognition opportunities as MPS sporting events in the form of banners/signage, program advertisements, inclusion on team rosters, announcements at athletic events, and other formats mutually agreed upon by the parties.

**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 1093 (including all exhibits and addenda); and 3) Contractor’s Response to RFP 1093.

**30. PUBLIC RECORDS**

Both parties understand that the 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 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 Board harmless from liability under the law. Except as otherwise authorized, those records shall be maintained for a period of seven 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 on a sliding scale, reflecting the following hours per 12 month period based on actual expenditures. The Career Education requirement for this Contract is on a sliding scale, reflecting the following hours per 12 month period based on actual expenditures.

| Expenditure Range     | Student Employment | Career Education |
|-----------------------|--------------------|------------------|
| \$0 - \$49,999        | 0                  | 0                |
| \$50,000 - \$74,999   | 100                | 10               |
| \$75,000 - \$199,999  | 200                | 10               |
| \$200,000 - \$399,999 | 300                | 10               |
| \$400,000 - \$599,999 | 400                | 10               |
| \$600,000 - \$799,999 | 600                | 10               |
| \$800,000 - \$999,999 | 800                | 10               |
| \$1,000,000 <         | 900                | 30               |



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

CONTRACTOR (Vendor #:V027837)

**MILWAUKEE BOARD OF SCHOOL DIRECTORS**

By: \_\_\_\_\_  
Authorized Representative

By: \_\_\_\_\_  
*Janine Adamczyk, Director  
Procurement & Risk Management*

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

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

Childrens Hospital of Wisconsin Inc  
PO Box 1997  
Milwaukee, WI 53201

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

SSN / FEIN: [REDACTED]

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

Budget Code: ATH-0-0-IAT-DW-  
ECTS

By: \_\_\_\_\_  
*Marva Herndon, President  
Milwaukee Board of School Directors*

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

Reviewed by Insurance Compliance:

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

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

# Exhibit A

| Service | Availability | Location | max # of simultaneous locations<br>2023 - 2024 school year |
|---------|--------------|----------|--|
|---------|--------------|----------|--|

|   |   |  |                                 |
|---|---|--|---------------------------------|
| Open Athletic Training Room Hours<br>(Open ATR) | Monday - Friday when school is in session;<br>3:30 - 6:00 pm;<br>specialty events with approved request | TBD based on mutual agreement<br>between MPS Commissioner of Athletics<br>& CW Sports Med leadership | fall & spring - 4<br>winter - 6 |
|---|---|--|---------------------------------|

| Sport | Season | Level of Service | max # of simultaneous locations<br>2023-2024 school year |
|-------|--------|------------------|--|
|-------|--------|------------------|--|

|                       |                      |  |    |
|-----------------------|----------------------|--|----|
| Baseball              | Spring               | Open ATR;<br>specialty events with approved request  | NA |
| Basketball (Boys)     | Winter               | Open ATR;<br>WIAA home varsity / junior varsity (if<br>precedes varsity) event coverage;<br>specialty events with approved request | 6  |
| Basketball (Girls)    | Winter               | Open ATR;<br>WIAA home varsity / junior varsity (if<br>precedes varsity) event coverage;<br>specialty events with approved request | 6  |
| Cheerleading          | Fall, Winter, Spring | Open ATR;<br>specialty events with approved request  | NA |
| Cross Country (Boys)  | Fall                 | Open ATR;<br>City Conference Championship meet;<br>specialty events with approved request  | NA |
| Cross Country (Girls) | Fall                 | Open ATR;<br>City Conference Championship meet;<br>specialty events with approved request  | NA |
| Football              | Fall                 | Open ATR;<br>WIAA home varsity / junior varsity event<br>coverage;<br>specialty events with approved request                       | 4  |
| Golf (Boys)           | Spring               | Open ATR;<br>specialty events with approved request  | NA |
| Golf (Girls)          | Boys                 | Open ATR;<br>specialty events with approved request  | NA |

Exhibit A, continued

|                       |        |   |    |
|-----------------------|--------|---|----|
| Soccer (Boys)         | Fall   | Open ATR;<br>WIAA home varsity / junior varsity (if precedes varsity) event coverage;<br>specialty events with approved request | 4  |
| Soccer (Girls)        | Spring | Open ATR;<br>WIAA home varsity / junior varsity (if precedes varsity) event coverage;<br>specialty events with approved request | 4  |
| Softball              | Spring | Open ATR;<br>specialty events with approved request   | NA |
| Swim & Dive (Boys)    | Winter | Open ATR;<br>specialty events with approved request   | NA |
| Swim & Dive (Girls)   | Winter | Open ATR;<br>specialty events with approved request   | NA |
| Tennis (Boys)         | Spring | Open ATR;<br>specialty events with approved request   | NA |
| Tennis (Girls)        | Fall   | Open ATR;<br>specialty events with approved request   | NA |
| Track & Field (Boys)  | Spring | Open ATR;<br>WIAA home varsity event coverage;<br>specialty events with approved request  | 4  |
| Track & Field (Girls) | Spring | Open ATR;<br>WIAA home varsity event coverage;<br>specialty events with approved request  | 4  |
| Volleyball (boys)     | Fall   | Open ATR;<br>specialty events with approved request   | NA |
| Vollebyall (girls)    | Fall   | Open ATR;<br>specialty events with approved request   | NA |
| Wrestling             | Winter | Open ATR;<br>WIAA home varsity event coverage;<br>specialty events with approved request  | 6  |

\*specialty event requests require a minimum of 4 weeks advanced notice from MPS Commissioner of Athletics (or designee) and are subject to approval from Contractor

MPS and Contractor will meet at least 90 days prior to the end of each Academic Year to discuss coverage needs, including whether the Maximum Number of Simultaneous Locations should be increased for the subsequent Academic Year.