

# (ATTACHMENT 23) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS

Contract Requisition Number: CR067076

Contract Number: C032774

Vendor Number: V0000001351

## MILWAUKEE BOARD OF SCHOOL DIRECTORS PROFESSIONAL SERVICES CONTRACT

This Contract is being entered into this 1st day of August 2024, by and between **RO Health LLC** (“Contractor”) and Milwaukee Board of School Directors (“MPS”). This Contract is the result of an open competitive procurement, specifically Request for Proposal (RFP) 1124.

### 1. SCOPE OF SERVICES

Contractor shall provide all activities as requested by MPS and in accordance with the Scope of Services of RFP 1124, including, but not limited to the following:

Contractor shall provide MPS with qualified nurses on an as-needed basis to provide for two areas of need, site based school nurses (RNs and LPNs) and 1:1 ventilator/tracheostomy certified licensed nurses (RNs and LPNs). All Nurses must be locally based.

No quantities are guaranteed. The number of contractor-supplied staff may vary from year to year.

MPS may periodically seek to directly hire contracted staff on a regular, full-time basis after some period of time in the contracted position.

Individual nurse resumes must be submitted to MPS and MPS will then evaluate individual candidates. Experience in a school setting is preferred. Nurses will be dispatched by MPS. Nurses will be placed at a school assignment based on the needs of the school and may be reassigned if the needs changes. Nurses may be released from service at any time at the District’s discretion. MPS reserves the right to request the replacement of personnel assigned by Contractor with no notice and at no additional cost to MPS if, in MPS’ sole discretion, it is determined that the nurse does not adequately meet the needs of MPS. MPS reserves the right to refuse a nurse presented by Contractor at its sole discretion.

Nurses may be engaged for a period of weeks up to an entire school year; assignments may be short-term such as those vacancies created by leaves, and district enrollment fluctuations. Following training, MPS will provide contracted nurses with a laptop and internet service including district email and access to direct implemented web-based utilities. Contractor and MPS will jointly supervise care provided; however, the Contractor is ultimately responsible for quality of care. MPS nursing Supervisors will provide supervision for nursing care to ensure contracted nurses are following MPS policies and procedures per the nursing handbook. All nurses have access to the nursing handbook via the electronic Nursing Program. The Contractor will provide follow-up with their employee related to absences, tardiness, and any disciplinary actions that may be warranted.

Contracted nurses are not required to bill Medicaid directly for services. Record keeping will be performed by the nurse. MPS will make billing entries into MJ Care system using records and other documentation provided by Contracted nurses. Contracted nurses may periodically make entries into billing system. Time spent providing billing activities is billable to MPS and all related training will be provided by MPS.

Parents provide consent for Contractors to obtain medical records for the student who they will be working with in order to develop the plan of care. The Contractor is responsible for continued communication with the family and the medical provider to make changes or updates in the plan of care for the student.

School Nurses (RN’s) and School Nurse Associates (LPNs)

RN’s will be scheduled for the number of days determined by the District’s school calendar(s), with the exception of district paid holidays up to 191 days per year (up to 7.5 hours per day to equal 1432.5 hours per year). The District requires Contractor(s) to supply degreed professionals on an as-needed basis. RN’s must provide:

- a) Direct nursing care for students adhering to MPS policies and procedures. Case management/oversight is provided by the assigned Nursing Supervisor for the district. However, nurses that are contracted for 1:1 services, the case management is provided by the contracted agency with some oversight by the district Nursing Supervisor.
- b) Emergency nursing services, first-aid, skilled nursing procedures, medication administration, and health education.
- c) Assessment of healthcare needs of children and provision of health accommodations to reduce barriers to learning.
- d) RN Contractors are required to develop a plan of care and perform work similar to the district hired RNs including completing Individual Education Plans (IEPs) and 504s, with emergency care plans. Counseling to students and families regarding health concerns. MPS utilizes both a written and electronic platform (Infinite Campus) to document care. (School Information System (SIS))
- e) Service as a responder on the school’s AED Automatic External Defibrillator team.

## (ATTACHMENT 23) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS

Contract Requisition Number: CR067076

Contract Number: C032774

Vendor Number: V0000001351

f) Medicaid billing and other record keeping as necessary (e.g. reconciliation of immunization data, charting of services, process referrals, and end of the year reports) using the software provided by MPS. Medicaid billing requirements are set by the federal Medicaid oversight office. MPS is responsible for direct billing to Medicaid via the MJ Care Billing System. Record keeping will be performed by the nurse. Medicaid certification and billing is preferable but not required.

1:1 Ventilator/Tracheostomy Certified Licensed Practical Nurses (LPN's) and Registered Nurses (RNs)

The District expects Contractors to supply Ventilator/Tracheostomy certified LPNs for 1:1 nursing services on an as needed basis. LPN's engaged on an annual basis will be scheduled for the number of days determined by the District's school calendar(s), with the exception of district paid holidays, up to 191 school days per year (up to 7.5 hours per day to equal up to approximately 1432.5 hours per year). LPN's must:

1. 1:1 nurses are expected to travel from the closest school to a medically fragile student's residence. MPS transportation services will pick up the nurse before the student is picked up at home and return the nurse after the student has been transported home. Nurses may also be required to attend field trips with medically fragile students. The total amount of travel will depend on the assignment needs. The nursing program does not allow mileage reimbursement, however time spent travelling in the course of performing nursing duties (such as travel between schools, and/or home visit activity) is allowable.
2. Perform Medicaid billing and other record keeping as necessary (e.g. reconciliation of immunization data, charting of services, process referrals and end of the year reports) using the software provided by MPS. Medicaid billing requirements are set by the federal Medicaid oversight office. Record keeping will be performed by the nurse. Medicaid certification and billing is preferable but not required. These requirements are in place for those LPNs that are covering regular school-based assignments.

School Nurses (RN's), School Nurse Associates (SNAs) and 1:1 Ventilator/Tracheostomy Certified Registered Nurses (RNs) and Licensed Practical Nurses (LPN's)

Contractor(s) must provide:

a) Personnel willing to be trained by MPS staff on our Student Information System (Infinite Campus) and additional computer programs used by the district. A laptop will be assigned to each nurse with a school-based assignment along with nursing supplies for each health office

a) RN's and LPN's working under the following conditions:

- i. An 8 hour day including a 30-minute unpaid lunch (7.5 hours paid) for RNs. A 7.5 hour day including a 30-minute unpaid lunch (7.0 hours paid) for LPNs. The district will pay overtime if additional hours are incurred from accompanying a student during transportation causes a nurse to exceed 40 hours.
- ii. Start and end times are variable depending on the school assignment; however, once assigned to a site, the school nurse must adhere to the approved work day.
- iii. There is no weekend or holiday work.

A. For all services types:

1. RN's shall have a Bachelor's Degree in Nursing (BSN) from an accredited college or university and/or LPN's with a Licensed Practical Nurse (LPN) with a diploma from accredited nursing programs. 1:1 RN's may have a BSN or an ADN.
2. Contractor shall provide RN's and/or LPN's that are licensed to practice as an RN and/or LPN in the State of Wisconsin
3. Contractor shall provide RN's and/or LPN's currently CPR/AED certified, and if providing LPN's and/or RNs they must be Trach/Ventilator training certified.
4. Contractor shall provide RN's and/or LPN's that hold a valid driver's license and have their own transportation.
5. Contractor shall provide RN's and/or LPN's with at least one year of experience in pediatrics, physically able to perform all duties including lifting up to 50 pounds, and must have worked as an RN and/or LPN within the last 2 years or have completed a refresher course within the last year.

B. For 1:1 Ventilator/Tracheostomy Certified LPN/RN Nursing Services. Contracted Nurses shall:

1. Act as case manager for assigned student. Provide intake and develop a plan of care in coordination with MPS School Nurses or Nursing Supervisors. Also responsible for developing and completing the daily plan of care as dictated by Medicaid for the Nurse to follow. The Case Manager is responsible for monitoring the health status of the student and identifying additional services that may be necessary at school and home. The nurse will then make appropriate referrals that may be necessary to enhance the health and safety of the student. The agency will do the intake for Nurses. The intake will consist of such things as meeting the parent, getting the physician's orders and plan of care approved through Medicaid. The Nurse will be under the supervision of the agency case manager; MPS nursing Supervisors will only become involved in the event of unprofessional conduct by the employee.

## (ATTACHMENT 23) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS

Contract Requisition Number: CR067076

Contract Number: C032774

Vendor Number: V0000001351

2. Guarantee up-to-date ventilator certification, state nursing licensure, and background check for nurses involved with the student's care.
3. Provide liability insurance for nurse's care.
4. Provide on-site supervision of the assigned nurse(s) and a review of the nurse's charting, ensuring accuracy and continuity. Frequency of supervision is dependent on the complexity of the student's health condition and the education, training, and skill level of the nurse providing care. Supervision is provided by the Contractor and a minimum of once a month visits by the agency case manager is required.
5. Provide billing information biweekly.
6. Provide coverage in the event the nurse is ill or unavailable.
7. The agency will not bill for services in the event the student is hospitalized, de-cannulated, home-bound, or deceased.
8. The agency contract for the individual students will be canceled if the student is de-cannulated or deceased.
9. Coordinate paperwork with MPS. Paperwork is mutually owned by the agency and MPS. The paperwork is owned by MPS with respect to electronic documents, health office documents, and school related documents. The Contractor mutually owns paperwork obtained for the case management of the 1:1 student. At the close of the school year or termination of care, a copy of the student's health record will be provided to the MPS Manager of Health Services. The agency provides intake forms, evaluation and nurses notes to agency Nurses. The contracted agency would be responsible for HIPPA and MPS would be responsible for FERPA.

### C. For 1:1 LPN/RN Responsibilities: Contracted Nurses shall:

1. Provides direct nursing care of health and illness needs of individual 1:1 student during the school day ensuring adherence to Milwaukee Public Schools (MPS) policies and procedures. Provides emergency nursing services as necessary.
2. Obtain appropriate medical provider and parent authorizations for procedures, medications and treatments.
3. Maintains record of services provided to student, following appropriate confidentiality guidelines.
4. Assesses the health care need of student and provides accommodations to reduce barriers to learning.
5. Daily skilled nursing procedures example: g-tube feedings, respiratory care, insulin administration as required by 1:1 student.
6. Medication administration of oral, IM/SQ, GT or rectal medication as prescribed.
7. Performs other duties as assigned.
8. Maintain confidentiality regarding all students and events at MPS.
9. Update the school nurse within the building or Supervisor regarding changes in the student's health status, health care needs, family and social-emotional well-being.
10. Attendance during individual Education program (IEP) re-evaluation meetings and student-centered meetings occurring during the school day.
11. Follow blood borne pathogen precautions at all times.
12. Receive yearly tuberculin testing.

### D. Professional Guidelines for 1:1 Ventilator/Tracheostomy Certified LPN/RN: Contracted Nurses shall:

1. Nurse will come to work prepared and ready to work each day with assigned student.
2. Compliance with work-related behavioral expectations of all MPS school personnel.
3. Assist the student on the bus and throughout the school day. The contracted nurse will go to the closest school to the residence to drop off their vehicle and board the bus. The bus will take the nurse to the home to pick up the student. At the end of the day, the nurse and student will be transported to the student's residence. At that time, the bus will take the nurse to the school where their car is located. Parents will be required to get the student ready for transport to school. However, the nurse will want to communicate daily with the parents for necessary updates regarding health status and care of the student. The most likely time for this communication will be during the transition when the student is picked up or returned to the home.
4. On a day the student is going on a field trip, come dressed appropriately and prepared to assist on the trip.
5. Remain with assigned student at all times.
6. Discuss accommodations, boundaries and expectations with the teacher and other classroom and school staff regarding nurse's role as the Private Duty Nurse.
7. Negotiate with the teacher expectations to provide educational interventions under the guidance of the classroom or special education teacher.
8. There are no breaks from assigned student for any reason during school time.
9. Nurse lunch will be eaten during/while student is having lunch in school.
10. The student will accompany the nurse to the bathroom and wait outside the stall for that brief moment. Either a teacher or other additional staff member will also be present when using student bathrooms or the bathroom in the office of the staff based nurse when available.
11. Do not eat or drink in the classroom. Food can be consumed if everyone in the room is eating.

**(ATTACHMENT 23) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS**

Contract Requisition Number: CR067076  
 Contract Number: C032774  
 Vendor Number: V0000001351

12. The student’s bag with medical supplies and emergency equipment (“go bag”) must be kept with nurse and the student at all times.
13. Assigned student must be within nurse’s vision at all times throughout the school environment.
14. There should be teaching and learning transpiring in the classroom. If conversation is necessary, it should not distract the students nor interfere with the duties of the staff.
15. Nurses are prohibited from the personal use of cell phone in building while on duty.
16. All 911 calls should come from the school office, or the office must be notified immediately that a 911 call was placed by nurse.
17. Disputes or concerns shall be reported to the school administrator at a mutually agreed upon time. All complaints must be reduced to writing and be concise. A copy of such a letter must be sent via Fax or email to MPS Manager of Health Services.

RFP 1124 (including all exhibits and addenda) and Contractor’s Response to RFP 1124, are incorporated herein by reference. All minimum respondent 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 August 1, 2024 through July 31, 2025, with the option to extend for up to two additional one-year terms to run from August 1, 2025 through July 31, 2026, and August 1, 2026 through July 31, 2027 upon mutual consent of the parties and Board approval. MPS will base its renewal decision on the following performance metrics to be rated by MPS personnel. Contractor must attain a minimum score of 90 points to be eligible for contract renewal; however, 90 points does not guarantee renewal.

<b>Performance Metrics for – Registered School Nurses (RN’s)</b>	<b>Points</b>
Provision of RN personnel with appropriate credentials and training for assigned positions in a timely manner (3-5 business days). This includes both replacing personnel in the short and long term (e.g. when your agency personnel leave, take leaves, etc.)	25
Regularly submit accurate invoices detailing hours worked at specific locations	20
100% of staff complete evaluations, IEP reports, participate in IEP staff meetings, and complete all required paperwork on time	20
Responsiveness to any contact from MPS within 48 hours	20
Documentation of Medicaid billing submissions	15
<b>Total</b>	<b>100</b>

<b>Performance Metrics for – 1:1 Ventilator/Tracheostomy Certified Licensed Practical Nurses (LPN’s)</b>	<b>Points</b>
Provision of LPN personnel with appropriate credentials and training for assigned positions in a timely manner (3-5 business days). This includes both replacing personnel in the short and long term (e.g. when your agency personnel leave, take leaves, etc.)	35
Regularly submit accurate invoices detailing hours worked at specific locations	20
Responsiveness to any contact from MPS within 48 hours	20
Documentation of Medicaid billing submissions	25
<b>Total</b>	<b>100</b>

**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**

Total compensation under this Contract shall not exceed \$200,000 in the Initial Term, payable at the rates quoted in Contractor response to RFP 1124 Cost Proposal Worksheet BT-24AM, incorporated herein by reference and copied here:

**(ATTACHMENT 23) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS**

Contract Requisition Number: CR067076  
Contract Number: C032774  
Vendor Number: V0000001351

Deliverable	Year 1 Rate per hour	Year 2 Rate per hour	Year 3 rate per hour	number of hours after which staff can be hired permanently by MPS without additional cost
<b>LPN, per hour</b>	\$ 45.00	\$ 47.00	\$ 49.00	1040
<b>RN, per hour</b>	\$ 60.00	\$ 62.00	\$ 64.00	1040
<b>1:1 Vent/Trach certified LPN, per hour</b>	\$ 50.00	\$ 52.00	\$ 54.00	1040
<b>1:1 Vent/Trach certified RN, per hour</b>	\$ 65.00	\$ 67.00	\$ 69.00	1040

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: Travis Pinter, Department of Specialized Services  
6620 West Capitol Drive  
Milwaukee, WI 53216

A properly submitted invoice must include a detailed description of the dates and times worked, the tasks performed, the quantity of services provided, and shall be quantified according to the units and rates defined in Contract. 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, 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, Contractor 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 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 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.

**(ATTACHMENT 23) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS**

Contract Requisition Number: CR067076

Contract Number: C032774

Vendor Number: V0000001351

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 understands and agrees that financial responsibility for claims or damages to any person, or to Contractor’s employees and agents, shall rest with the Contractor. 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. 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.

**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 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.

## **(ATTACHMENT 23) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS**

Contract Requisition Number: CR067076

Contract Number: C032774

Vendor Number: V0000001351

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 services provided for under this Contract.

### **15. ASSIGNMENT LIMITATION**

## **(ATTACHMENT 23) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS**

Contract Requisition Number: CR067076

Contract Number: C032774

Vendor Number: V0000001351

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 1124 and Contractor's Response to RFP 1124, 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.

### **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



## (ATTACHMENT 23) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS

Contract Requisition Number: CR067076

Contract Number: C032774

Vendor Number: V0000001351

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. 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.

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

### 27. MPS LOGO/PUBLICITY

No Contractor shall 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.

### 28. 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 1124 (including all exhibits and addenda); and 3) Contractor’s Response to RFP 1124.

### 29. 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.

### 30. CONTRACT COMPLIANCE REQUIREMENT

The HUB requirement on this Contract is 0% per 12 month term. The paid student employment requirement of this Contract is

**(ATTACHMENT 23) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS**

Contract Requisition Number: CR067076  
Contract Number: C032774  
Vendor Number: V0000001351

on a sliding scale based on compensation per 12 month term:

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

The student career awareness requirement for this Contract is 10 hours per 12 month term. 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 here to have executed this Contract on the day, month and year first above written.

CONTRACTOR (Vendor #: V0000001351)

**MILWAUKEE BOARD OF SCHOOL DIRECTORS**

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

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

Date: \_\_\_\_\_  
RO Health LLC  
PO Box 846149  
Los Angeles, CA 90084

Date: \_\_\_\_\_  
By: \_\_\_\_\_  
*Eduardo Galvan  
Acting Superintendent*

SSN / FEIN: [REDACTED]

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

Budget Code: NRR-0-0-BDN-DW-ECTS

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

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

*Reviewed by Insurance Compliance:*

By: \_\_\_\_\_  
*Reviewed by Contract Compliance:*

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

By: *Jiguinna Cohen*

Date: 05.17.2024