

## GRANT AGREEMENT

This Grant Agreement (“Agreement”) is made as of *April 10, 2020*, by and between The Medical College of Wisconsin, Inc. (“MCW”) through its Advancing a Healthier Wisconsin Endowment (“AHW”) and *City of Milwaukee by its Health Department* (“Contractor”).

For and in consideration of the mutual benefits accruing to the parties hereto and mutual covenants herein exchanged, the parties agree as follows:

**1. Services.** During the term of this Agreement, Contractor agrees to use those funds provided in this Agreement (“Grant”) to provide those services (“Services”) to the Milwaukee area as specified in grant application entitled “STOP COVID-19: Co-design culturally relevant risk reduction communication and vulnerable communities,” attached here to Exhibit A. All Services will be provided by qualified and fully trained personnel. If applicable, such personnel shall be duly licensed or certified to provide such Services. Such personnel shall be reasonably acceptable to MCW to provide the Services. The parties anticipate that the Services will be provided pursuant to a mutually agreeable schedule. The Services shall be provided in accordance with all applicable requirements of federal, state, and local laws, rules, and regulations, and in a good and workmanlike manner, consistent with the prevailing standards of quality accepted within the community.

**2. Fees.** MCW shall provide Contractor with Five hundred thousand dollars (\$500,000) (the “Grant Funds”) for the Services provided based on an expense-reimbursement process. Invoices must be submitted to AHW with reasonable support documentation, must align with the costs detailed in the approved AHW application (Exhibit A) and the approved budget (attached hereto as Exhibit B) unless otherwise approved, and costs can only be incurred by the Contractor. Please note that AHW funds may not be used to supplant funds or resources that are available from other sources. MCW and AHW have made the determination that using Grant Funds to pay portions of the salaries of those employees of Contractor set forth in the budget attached hereto as Exhibit B does not constitute supplanting. All invoicing must be completed within 60 days following the project end date. No expenses will be reimbursed that were incurred prior to April 10, 2020, pursuant to the Commitment Letter (attached hereto as Exhibit C), or subsequent to the end date of October 10, 2020 unless specifically approved, in writing, by AHW. The amount awarded is the maximum funding available from AHW for the project. MCW/AHW reserves the right to request and review additional reasonable documentation for any payment requests submitted. Grant Funds for Services shall be payable by AHW monthly within 30 days after receipt of invoice from Contractor for all Services performed during the allowable project period. Contractor shall accept the Grant Funds payable hereunder as payment in full for the Services provided.

**3. Medicare Exclusion.**

(a) Warranty—Current Exclusion. Contractor warrants that neither it nor any of its personnel (including employees and contractors) performing work reimbursable with Grant Funds are currently excluded from participating in Medicare, Medicaid or other Federal health care programs.

(b) Future Exclusion. Contractor shall notify MCW promptly, and in no event more than five business days after receiving notice that it or any of its employees performing work reimbursable with Grant Funds, or no more than 15 business days after receiving notice that any of its contractors performing work reimbursable with Grant Funds, has been or may be excluded from participating in Medicare, Medicaid or other Federal health care programs. In the event that Contractor is so excluded, this Agreement shall cease to provide Grant Funds to the Contractor, or if the excluded entity is a subcontractor, to that subcontractor, upon the effective date of such exclusion, notwithstanding any other provision of this Agreement. In the event that any of Contractor's personnel (including employees or contractors) is so excluded, Contractor agrees to remove such person from performing Contractor's obligations under this Agreement (including any administrative or other services provided pursuant to this Agreement), and to inform MCW of the steps it has taken to do so. If MCW determines in its reasonable discretion that any such exclusion impairs Contractor's ability to perform its obligations pursuant to this Agreement, or impairs MCW's ability to bill for services that it provides, then it may immediately terminate this Agreement. In the case of such termination, MCW/AHW shall provide those Grant Funds for Services performed up to the date of termination which, in MCW/AHW's reasonable determination, were not prohibited by the exclusion.

(c) Screening and Documentation. Contractor shall screen those employees whose salaries are partially or fully paid from the Grant to determine whether any are excluded from participating in Medicare, Medicaid or other Federal health care programs.

**4. Space and Supplies.** Except as otherwise provided in this Agreement, Contractor shall provide such space, equipment and supplies as are reasonably necessary for the Contractor to perform its duties hereunder.

**5. Indemnification. [This section is intentionally left blank]**

**6. Independent Contractor.** None of the provisions of this Agreement are intended to create nor shall be deemed or construed to create any relationship between MCW and Contractor (or any Contractor personnel providing Services hereunder) other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement and neither Contractor nor any personnel providing Services hereunder will be considered as an employee of MCW for any purpose. MCW shall neither have nor exercise any control or direction over the methods by which Contractor or its personnel shall perform the Services; the sole interest of MCW is to assure that the Services are performed in a competent, efficient and satisfactory manner. MCW will not withhold on behalf of Contractor any sums for income tax, unemployment insurance, social security or any other withholding pursuant to any law or requirement of any governmental body or make available to the Contractor or its personnel any of the benefits afforded employees of MCW. All such payments, withholding and benefits, if any, are the sole responsibility of Contractor. Contractor will indemnify and hold MCW harmless from and against any and all loss and liability (including attorneys' fees) that are not due to MCW's own negligence, arising with respect to any compensation payments, withholdings, taxes or benefits claimed due or owing from MCW to any governmental body, unit or agency on account of or for the benefit of Contractor, its personnel or Contractor's failure to fulfil the terms of this Agreement, all as relate to this Agreement. Irrespective of anything in the foregoing, this Agreement shall not be construed to waive any

privilege, right of recovery, cause of action, defense, remedy, category of damages, or immunity to which City is entitled under common law, or federal, state, or local law.

**7. Term.** This Agreement shall be effective as of the date first written above and continue until *October 10, 2020*.

**8. Termination.** Either party may terminate this Agreement at any time by providing the other party at least 30 days prior written notice. This Agreement may be terminated by MCW with at least 15 days prior notice to Contractor upon the breach of Contractor of any term under this Agreement which breach is not cured to MCW's satisfaction within such 15 day period. MCW may terminate this Agreement with or without notice due to (i) Contractor's conduct of an unprofessional nature, including but not limited to, criminal conduct, sexual abuse or harassment of patients of MCW or any employees of MCW, or (ii) improper use of alcohol, narcotics or other drugs, or (iii) other conduct of Contractor which infringes on patient safety.

**9. Records.** Pursuant to Section 1395(X)(V)(1)(A) of Title 42 of the United States Code, if applicable, until the expiration of four years after the termination of this Agreement, Contractor shall make available, upon written request of the Secretary of the United States Department of Health and Human Services, or upon request of the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the costs of the services provided by Contractor under this Agreement.

Public Records Law. MCW/AHW understand that Contractor is bound by the Wisconsin Public Records Law, Wis. Stat. §19.21, et. seq. Pursuant to Wis. Stat. §19.36(3), Contractor may be obligated to produce, to a third party, the records of MCW/AHW that are "produced or collected" by MCW/AHW under this Agreement ("Records"). MCW/AHW is further directed to Wis. Stat. §19.21, et. seq, for the statutory definition of Records subject to disclosure under this paragraph, and MCW/AHW acknowledges that it has read and understands that definition. Irrespective of any other term of this Agreement, MCW/AHW is (1) obligated to retain Records for seven years from the date of the Record's creation, and (2) produce such Records to Contractor if, in Contractor's determination, Contractor is required to produce the Records to a third party in response to a public records request. MCW/AHW's failure to retain and produce Records as required by this paragraph shall constitute a material breach of this Agreement.

**10. Notice.** Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be deemed given upon personal delivery, or if sent by mail, then upon the earlier of actual receipt or three days after being sent by certified mail, return receipt requested, postage prepaid, to the parties at the addresses indicated below.

**11. Nondiscrimination.** All Services provided under this Agreement shall be provided without regard to the race, color, creed, sex, age, disability status, payer source or national origin of MCW's patient requiring such services. In addition to any other requirements of law, Contractor shall not discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, sexual orientation, or national origin in the performance of its obligations under this Agreement, including, but not limited to, the following: employment, upgrading, promotion, or transfer; recruitment or recruitment advertising; layoff or

termination; rates of pay or other forms of compensation; and selection for training including apprenticeships.

**12. Assignment.** Neither party shall assign this Agreement.

**13. Miscellaneous.** The laws of the State of Wisconsin shall apply to the interpretation of this Agreement. The invalidity of any portion of this Agreement shall not affect the other provisions of this Agreement. This Agreement contains the entire understanding between the parties and no statement or representation made by either party shall be binding upon the other except as set forth in this Agreement or in a written amendment hereto signed by the parties. Venue for any action arising under this Agreement shall be in the circuit courts of Milwaukee County or the Eastern District of Wisconsin.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

The Medical College of Wisconsin, Inc.

By: BgdM  
MCW Authorized Signature  
Title: Chief Financial Officer

Address:  
8701 Watertown Plank Road  
Milwaukee, Wisconsin 53226  
Attention: Office of General Counsel

City of Milwaukee

DocuSigned by:  
*Jeanette Kowalik*

By: 23CE24FB30A64B2  
Jeanette Kowalik, Health Commissioner

Taxpayer ID No: 39-6005532

Address: 841 North Broadway, Milwaukee, WI  
53202

CITY CLERK

\_\_\_\_\_  
James R. Owczarski, City Clerk

**COUNTERSIGNED**

\_\_\_\_\_  
Aycha Sawa, City Comptroller

CITY ATTORNEY APPROVAL (MCO 304-  
21) \_\_\_\_\_  
Office of the City Attorney