**CONTRACT FOR PURCHASE OF SERVICES**

**Board of Health for Madison and Dane County**

**on behalf of Public Health Madison & Dane County**

1. **PARTIES.**

This is a Contract between the Board of Health for Madison and Dane County (a city-county board of health with the powers and duties set forth in Wis. Stat. § 251.04) on behalf of Public Health Madison & Dane County, a city-county health department established under Wis. Stat. § 251.02(1m) (“PHMDC”), and \_     \_ hereafter referred to as "Contractor.”

The Contractor is a: [ ]  Corporation [ ]  Limited Liability Company [ ]  General Partnership [ ]  LLP

(to be completed by contractor) [ ]  Sole Proprietor [ ]  Unincorporated Association [ ]  Other:       .

2. **PURPOSE.**

The purpose of this Contract is as set forth in Section 3.

3. **SCOPE OF SERVICES AND SCHEDULE OF PAYMENTS.**

A. The purpose of this Contract is for Contractor to perform (short general description of what the contractor will do) as described in the following attachments and/or exhibits.  **Contractor will perform the services and be paid according to the following attachment(s) and exhibit(s):**

*Identify and list attachments here, by title. Label all attachments to match the title given here.*

B. **GRANT CONDITIONS:** This Contract [ ]  is / [ ]  is not (*check one*) funded in whole or in part with grant funding provided by:

(insert complete title and number of the grant contract funding this contract, include the name of the funding agency.)

If this Contract is funded by a grant, as indicated above, attached as Exhibit       is a copy of the grant agreement with conditions required by the funding agency, which are incorporated and made part of this Contract.

If there is a conflict between the grant conditions in Exhibit       and the terms of this Contract, the grant conditions from the funding agency shall control.

C. **REQUIRED IMMUNIZATIONS**. See section 27.

4. **TERM AND EFFECTIVE DATE.**

This Contract shall become effective upon execution by the Director of Public Health, (or the Purchasing Agent, if authorized) on behalf of PHMDC, unless another effective date is specified in the Attachment(s) incorporated in Section 3, however in no case shall work commence before execution by PHMDC. The term of this Contract shall be insert dates or reference attachments as needed.

5. **CONTRACT PRICE AND BASIS FOR PAYMENT.**

 A.It is expressly understood and agreed that in no event will the total contract price under this Contract exceed $      .

B. **BASIS FOR PAYMENT.**

 (1) PHMDC will pay Contractor for completed and accepted services rendered under this Contract at the Contract price set forth in Section 5.A. PHMDC will pay Contractor for completed and approved "extra services", if any, if authorized according to the procedures in section 5.C. The rate of payment for extra services shall be the rate established in this Contract. Such payment shall be full payment for services rendered and for all labor, material, supplies, equipment and incidentals necessary to complete the services.

 (2) Contractor shall submit invoices in a format approved by PHMDC or as specified in attachments referenced in Section 3. PHMDC will pay the Contractor according to the schedule set forth in the attachments, or if none, as set forth herein. The final invoice shall be submitted to PHMDC within three (3) months of completion of services under this Agreement.

(3) Payment shall not be construed as PHMDC acceptance of unsatisfactory or defective services or improper materials.

(4) Final payment of any balance due the Contractor will be made upon acceptance by PHMDC of the services under the Contract and upon receipt by PHMDC of documents required to be returned or to be furnished by the Contractor under this Contract.

(5) PHMDC has the equitable right to set off against any sum due and payable to the Contractor under this Contract, any amount PHMDC determines the Contractor owes PHMDC, whether arising under this Contract or under any other contract or otherwise.

(6) Payment in excess of the total Contract price will not be allowed unless authorized by an amendment under Section 9, AMENDMENT.

(7) PHMDC will not compensate for unsatisfactory performance by the Contractor.

C. **SERVICE ORDERS, EXTRA SERVICE, OR DECREASED SERVICE.**

(1) Written orders regarding the services, including extra services or decreased services, will be given by PHMDC, using the procedure set forth in Section 14, NOTICES unless a different procedure is set forth in the attachment(s) referenced in Section 3.

(2) PHMDC may, by written order, request extra services or decreased services, as defined in Section 10 of this Contract. Unless the Contractor believes the extra services entitle it to extra compensation or additional time, the Contractor shall proceed to furnish the necessary labor, materials, and professional services to complete the services within the time limits specified in the attachment(s) listed in Section 3.

(3) If in the Contractor's opinion the order for extra service would entitle it to extra compensation or extra time, or both, the Contractor shall not proceed to carry out the extra service, but shall notify PHMDC, pursuant to Section 10. The notification shall include the justification for the claim for extra compensation or extra time, or both, and the amount of additional fee or time requested.

(4) PHMDC shall review the Contractor's submittal and respond in writing, either authorizing the Contractor to perform the extra service, or refusing to authorize it. The Contractor shall not receive additional payment or time unless authorized by PHMDC in writing.

6. **ASSIGNABILITY/SUBCONTRACTING.**

Contractor shall not assign or subcontract any interest or obligation under this Contract without PHMDC's prior written approval. All of the services required hereunder will be performed by Contractor and employees of Contractor, unless prior written approval for subcontractor(s) is given by PHMDC.

7. **DESIGNATED REPRESENTATIVE.**

Contractor designates       as Contract Agent with primary responsibility for the performance of this Contract. If the Contract Agent resigns, is replaced, or is no longer acting as Contract Agent for any reason, Contractor will notify PHMDC in writing of the change, and propose a replacement Contract Agent within seven (7) calendar days. PHMDC may accept another person as the Contract Agent or may terminate this Contract under Section 23, at its option.

8. **PROSECUTION AND PROGRESS.**

A. Services under this Agreement shall commence upon written order from PHMDC to the Contractor, which order will constitute authorization to proceed; unless another date for commencement is specified elsewhere in this Contract including documents incorporated in Section 3.

B. The Contractor shall complete the services under this Agreement within the time for completion specified in Section 3, the Scope of Services, including any amendments. The Contractor's services are completed when PHMDC notifies the Contractor in writing that the services are complete and are acceptable. The time for completion shall not be extended because of any delay attributable to the Contractor, but it may be extended by PHMDC in the event of a delay attributable to PHMDC, or in the event of unavoidable delay caused by war, insurrection, natural disaster, or other unexpected event beyond the control of the Contractor. If at any time the Contractor believes that the time for completion of the work should be extended because of unavoidable delay caused by an unexpected event, or because of a delay attributable to PHMDC, the Contractor shall notify PHMDC as soon as possible, but not later than seven (7) calendar days after such an event. Such notice shall include any justification for an extension of time and shall identify the amount of time claimed to be necessary to complete the work.

C. Services by the Contractor shall proceed continuously and expeditiously through completion of each phase of the work.

D. Progress reports documenting the extent of completed services shall be prepared by the Contractor and submitted to PHMDC with each invoice under Section 3 of this Agreement, and at such other times as PHMDC may specify, unless another procedure is specified in Section 3.

E. The Contractor shall notify PHMDC in writing when the Contractor has determined that the services under this Agreement have been completed. When PHMDC determines that the services are complete and are acceptable, PHMDC will provide written notification to the Contractor, acknowledging formal acceptance of the completed services.

9. **AMENDMENT.**

This Contract shall be binding on the parties hereto, their respective heirs, devisees, and successors, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto. Any other change in any provision of this Contract may only be made by a written amendment, signed by the duly authorized agent or agents who executed this Contract.

10. **EXTRA SERVICES.**

PHMDC may require the Contractor to perform extra services or decreased services, according to the procedure in Section 23. Extra services or decreased services means services which are not different in kind or nature from the services called for in the Scope of Services, Section 3, but which may increase or decrease the quantity and kind of labor or materials or expense of performing the services. Extra services may not increase the total Contract price in Section 3 unless this Contract is amended as provided in Section 9 above.

11. **NO WAIVER.**

No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of PHMDC or Contractor shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by PHMDC or Contractor therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

12. **NONDISCRIMINATION, CIVIL RIGHTS COMPLIANCE, AFFIRMATIVE ACTION, EQUAL OPPORTUNITY**

The Board of Health for Madison and Dane County (BOHMDC) has adopted, by resolution, Dane County’s affirmative action plan, equal opportunities/nondiscrimination in employment practices plan, and provision of services plan. This includes Dane County’s affirmative action, equal opportunity and nondiscrimination policies and ordinances regarding contracting. The Contractor agrees to submit to the jurisdiction of Dane County’s Tamara D. Grigbsy Office for Equity and Inclusion for purposes of enforcement and investigation of the following provisions, to the extent such provisions apply to Contractor.

A. **Nondiscrimination (D.C. Ord. 19.54).**

During the term of this Agreement, Contractor agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). Contractor agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth-additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.

B. **Civil Rights Compliance.**

(1) Unless exempt under paragraph B.(7) below, If CONTRACTOR has 20 or more employees and receives $20,000 in annual contracts with PHMDC, the CONTRACTOR shall submit to Dane County’s Tamara D. Grigbsy Office for Equity and Inclusion a current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. Unless exempt, CONTRACTOR shall also file an Affirmative Action (AA) Plan with Dane County in accordance with the requirements of chapter 19 of the Dane County Code of Ordinances. CONTRACTOR shall submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted prior to the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by PHMDC. If an approved plan has been received during the previous CALENDAR year, a plan update is acceptable. The plan may cover a two-year period.

(2) Unless exempt under paragraph B.(7) below, contractors who have fewer than twenty (20) employees, but who receive more than $20,000 from PHMDC in annual contracts, may be required to submit a CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts set forth herein.

(3) If CONTRACTOR submits a CRC/AA Plan to a Department of Workforce Development Division or to a Department of Health and Family Services Division that covers the services purchased by PHMDC under this Agreement, a verification of acceptance by the State of CONTRACTOR’s Plan is sufficient for compliance with any plan submittals required in this Agreement.

(4) CONTRACTOR agrees to comply with Dane County’s civil rights compliance policies and procedures. CONTRACTOR agrees to comply with civil rights monitoring reviews performed by Dane County on behalf of PHMDC, including the examination of records and relevant files maintained by the CONTRACTOR. CONTRACTOR agrees to furnish all information and reports required by Dane County as they relate to affirmative action and non-discrimination. The CONTRACTOR further agrees to cooperate with PHMDC and Dane County’s Tamara D. Grigbsy Office for Equity and Inclusion in developing, implementing, and monitoring corrective action plans that result from any reviews.

(5) CONTRACTOR shall post the Equal Opportunity Policy, the name of the CONTRACTOR’s designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, and applicants for employment and employees. The complaint process will be according to Dane County’s policies and procedures and made available in languages and formats understandable to applicants, clients and employees. CONTRACTOR shall supply to the Dane County Contract Compliance specialist upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.

(6) CONTRACTOR shall provide copies of all announcements of new employment opportunities to PHMDC via the Dane County Contract Compliance specialist when such announcements are issued.

(7) If CONTRACTOR is a government entity having its own Civil Rights Compliance plan, CONTRACTOR’S plan shall govern CONTRACTOR’s activities and paragraph B.(1) above shall not apply.

C. **Affirmative Action.**

(1) Unless exempt under paragraph C.(4) below, if CONTRACTOR has twenty (20) or more employees and receives $20,000 in annual contracts with PHMDC, CONTRACTOR shall file an Affirmative Action Plan with the Dane County Contract Compliance specialist in accord with chapter 19 of the Dane County Code of Ordinances. Such plan must be filed within fifteen (15) days of the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by PHMDC.

(2) CONTRACTOR shall also, during the term of this Agreement, provide copies of all announcements of employment opportunities to Dane County’s Contract Compliance specialist, and shall report annually the number of persons, by race, ethnicity, gender, and disability, status, who apply for employment and, similarly classified, the number hired and the number rejected.

(3) CONTRACTOR agrees to furnish all information and reports required by Dane County’s Contract Compliance specialist as the same relate to affirmative action and nondiscrimination, which may include any books, records, or accounts deemed appropriate to determine compliance with the applicable sections of chapter 19 of the Dane County Ordinances, and the provisions of this Agreement. (D.C. Ord. 19.54(4).)

(4) If Contractor is a government entity having its own Affirmative Action Plan, Contractor’s plan shall govern contractor’s activities and paragraph C.(1) above shall not apply.

D. **Americans with Disabilities Act compliance; Bilingual Services.**

(1) CONTRACTOR and all Subcontractors agree not to discriminate on the basis of disability in accordance with The Americans with Disabilities Act (ADA) of 1990, the Wisconsin Statutes secs. 111.321 and 111.34, and applicable sections of Chapter 19 of the Dane County Code of Ordinances. CONTRACTOR agrees to post in conspicuous places, available to employees, service recipients, and applicants for employment and services, notices setting forth the provisions of this paragraph.

(2) CONTRACTOR shall give priority to those methods that offer programs and activities to disabled persons in the most integrated setting. Where service or program delivery is housed in an inaccessible location, and accessible alterations are not readily achievable, CONTRACTOR agrees to offer “programmatic accessibility” to recipients (real or potential) of said services and programs (e.g. change time/location of service).

(3) CONTRACTOR agrees that it will employ staff with bilingual, special translation, and sign language skills appropriate to the needs of the client population, or will purchase the services of qualified adult interpreters who are available within a reasonable time to communicate with limited English proficient and hearing impaired clients. CONTRACTOR agrees to refrain from the use of family members or friends as language interpreters unless specifically requested by the consumer and after a qualified agency interpreter has been offered. CONTRACTOR agrees to train staff in human relations techniques, sensitivity to persons with disabilities and sensitivity to cultural characteristics. CONTRACTOR agrees to make programs and facilities accessible, as appropriate, through outstations, authorized representatives, adjusted work hours, ramps, doorways, elevators, or ground floor rooms. CONTRACTOR agrees to provide, free of charge, all documents necessary to its clients’ meaningful participation in CONTRACTOR’s programs and services in alternative formats and languages appropriate to the needs of the client population, including, but not limited to, Braille, large print and verbally transcribed or translated taped information. CONTRACTOR agrees to maintain comprehensive policies to ensure compliance with Title VI of the Civil Rights Act of 1964, updated to address the needs of employees, and clients with limited English proficiency. The CONTRACTOR agrees that it will train its staff on the content of these policies and will invite its applicants and clients to identify themselves as persons needing additional assistance or accommodations in order to apply for or participate in CONTRACTOR’s programs and services.

E. **Equal Opportunity Notice. (D.C. Ord. 19.54(2), 19.56)**

In all solicitations for employment placed on CONTRACTOR's behalf during the term of this Agreement, CONTRACTOR shall include a statement to the effect that CONTRACTOR is an "Equal Opportunity Employer."

13. **SEVERABILITY.**

It is mutually agreed that in case any provision of this Contract is determined by any court of law to be unconstitutional, illegal or unenforceable, it is the intention of the parties that all other provisions of this Contract remain in full force and effect.

14. **NOTICES.**

All notices to be given under the terms of this Contract shall be in writing and signed by the person serving the notice and shall be sent registered or certified mail, return receipt requested, postage prepaid, or hand delivered to the addresses of the parties listed below:

|  |  |
| --- | --- |
| FOR PHMDC: | Janel Heinrich, MPH, MA, Director |
|  | Public Health Madison and Dane County |
|  | 2300 S. Park Street, Suite 2010 |
|  | Madison, WI 53713 |
| FOR THE CONTRACTOR: |       |
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15. **INDEPENDENT CONTRACTOR AND TAX INFORMATION.**

 It is agreed that Contractor is an independent contractor and no employee relationship is created with PHMDC, the City of Madison, or Dane County for the Contractor or any person the Contractor utilizes or provides for services under this Contract.

 **Contractor shall provide its taxpayer identification number (or social security number) to the Finance Director, 210 Martin Luther King Jr. Blvd, Room 406, Madison, WI 53703, prior to payment.** The Contractor is informed that as an independent contractor, Contractor may have a responsibility to make estimated tax returns, file tax returns, pay income taxes and make social security payments on the amounts received under this Contract. No amounts will be withheld for these purposes and payment of taxes and making social security payments are solely the responsibility and obligation of the Contractor. The Contractor is further informed that they may be subject to civil and/or criminal penalties if they fail to properly report income and pay taxes and social security taxes on the amount received under this Contract.

16. **GOODWILL.**

Any and all goodwill arising out of this Contract inures solely to the benefit of PHMDC; Contractor waives all claims to benefit of such goodwill.

17. **THIRD PARTY RIGHTS.**

This Contract is intended to be solely between the parties hereto. No part of this Contract shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

18. **AUDIT AND RETAINING OF DOCUMENTS.**

The Contractor agrees to provide all reports requested by PHMDC including, but not limited to, financial statements and reports, reports and accounting of services rendered, and any other reports or documents requested. Financial and service reports shall be provided according to a schedule (when applicable) to be included in this Contract. Any other reports or documents shall be provided within five (5) working days after the Contractor receives PHMDC's written requests, unless the parties agree in writing on a longer period. Payroll records and any other documents relating to the performance of services under the terms of this Contract shall be retained by the Contractor for a period of three (3) years after completion of all work under this Contract, in order to be available for audit by PHMDC or its designee.

19. **CHOICE OF LAW, VENUE, AND FORUM SELECTION.**

This Contract shall be governed by and construed, interpreted, and enforced in accordance with the laws of the State of Wisconsin, without regard to conflict of law principles.  For any claim or suit or other dispute relating to this Contract that cannot be mutually resolved informally, the venue shall be Dane County, Wisconsin, and the parties agree to submit themselves to the jurisdiction of a court of competent jurisdiction in said venue, to the exclusion of any other forum that may have jurisdiction over such a dispute according to any law.

20. **COMPLIANCE WITH APPLICABLE LAWS.**

The Contractor shall become familiar with, and shall at all times comply with and observe all federal, state, and local laws, ordinances, and regulations which in any manner affect the services or conduct of the Contractor and its agents and employees.

21. **CONFLICT OF INTEREST.**

A. The Contractor warrants that it and its agents and employees have no public or private interest, and will not acquire directly or indirectly any such interest, which would conflict in any manner with the performance of the services under this Agreement.

B. The Contractor shall not employ or Contract with any person currently employed by PHMDC or Dane County for any services to be provided under this Contract.

22. **ENTIRE AGREEMENT.**

 This Contract for Purchase of Services and all attachments, exhibits and documents referenced in Section 3 (“Contract” or “Agreement”) represents the entire agreement of the parties, and this Contract supersedes any and all oral agreements, discussions and negotiations between the parties on this subject.

23. **DEFAULT/TERMINATION.**

A. In the event Contractor shall default in any of the covenants, agreements, commitments, or conditions herein contained, and any such default shall continue unremedied for a period of ten (10) days after written notice thereof to Contractor, PHMDC may, at its option and in addition to all other rights and remedies which it may have at law or in equity against Contractor, including expressly the specific enforcement hereof, forthwith have the cumulative right to immediately terminate this Contract and all rights of Contractor under this Contract.

B. Notwithstanding paragraph A., above, PHMDC may in its sole discretion and without any reason terminate this Agreement at any time by furnishing the Contractor with ten (10) days' written notice of termination. In the event of termination under this subsection, PHMDC will pay for all work completed by the Contractor and accepted by PHMDC.

24. **Indemnification and Insurance.**

A. Indemnification: Contractor shall be liable to and hereby agrees to indemnify, defend and hold harmless the Board of Health for Madison and Dane County, Public Health Madison & Dane County, the City of Madison, and the County of Dane, and their officers, officials, agents, boards, committees/commissions, agencies and employees (collectively, the “Indemnified Parties”) against any and all liability, loss or expense (including liability costs and attorney’s fees) by reason of any claim or suit or liability imposed by law upon the Indemnified Parties for damages for any reason, including but not limited to property damage or loss of use thereof, bodily injury, or death at any time resulting therefrom, sustained by any person or persons arising from, in connection with, caused by or resulting from the Contractor’s acts or omissions in the performance of this Contract. The obligations of Contractor under this paragraph shall survive the expiration or termination of this Contract.

B. INSURANCE. In order to protect itself and the Indemnified Parties under paragraph 24.A. above, Contractor shall obtain and at all times during the term of this Contract keep in full force and effect comprehensive general liability and auto liability insurance policies (as well as professional malpractice or errors and omissions coverage, if the services being provided are professional services) issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department, with liability coverage provided for therein in the amounts of at least $1,000,000.00 CSL (Combined Single Limits). Coverage afforded shall apply as primary. PHMDC shall be given ten (10) days advance notice of cancellation or nonrenewal. Upon execution of this Contract, Contractor shall furnish the Risk Manager for Dane County with a certificate of insurance listing BOHMDC, PHMDC, the City of Madison and the County of Dane as additional insureds and, upon request, certified copies of the required insurance policies. If Contractor’s insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the effective date of this Contract. The Certificate of Insurance shall state that coverage is Claims-Made and indicate the Retroactive Date. Contractor shall maintain coverage for the duration of this Agreement and for two years following the completion of this Agreement. Contractor shall furnish the Risk Manager for Dane County, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage while the Contract is in effect. It is further agreed that Contractor shall furnish the Dane County Risk Manager with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either Contractor or PHMDC may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by Contractor. In the event any action, suit or other proceeding is brought against the indemnified parties upon any matter herein indemnified against, PHMDC shall give reasonable notice thereof to Contractor and shall cooperate with Contractor (or Contractor’s attorney) in the defense of the action, suit or other proceeding. Contractor shall furnish evidence of adequate Worker's Compensation Insurance.

C. In case of any sublet or subcontracting of work under this Agreement, Contractor shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of Contractor.

D. The parties do hereby expressly agree that PHMDC, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by the Risk Manager taking into account the nature of the work and other factors relevant to PHMDC’s exposure, if any, under this Contract.

25. **OWNERSHIP OF CONTRACT PRODUCT.**

All of the work product, including, but not limited to, documents, materials, files, reports, data, including magnetic tapes, disks of computer-aided designs or other electronically stored data or information (the "Documents"), which the Contractor prepares pursuant to the terms and conditions of this Contract are the sole property of PHMDC and/or the Grantor of any grant agreement funding this Contract, when applicable (“Grantor”). The Contractor will not publish any such materials or use them for any research or publication, other than as expressly required or permitted by this Contract, without the prior written permission of PHMDC. The grant or denial of such permission shall be at PHMDC’s sole discretion.

The Contractor intends that the copyright to the Documents shall be owned by PHMDC and/or Grantor, whether as author (as a Work Made For Hire), or by assignment from Contractor to PHMDC. The parties expressly agree that the Documents shall be considered a Work Made For Hire as defined by Title 17, United States Code, Section 101(2).

As further consideration for entering into this Contract, the Contractor hereby assigns to PHMDC and/or the Grantor all of the Contractor's rights, title, interest and ownership in the Documents, including the right to procure the copyright therein and the right to secure any renewals, reissues and extensions of any such copyright in any foreign country. PHMDC and/or Grantor shall be entitled to the sole and exclusive benefit of the Documents, including the copyright thereto, and whenever required by PHMDC or Grantor, the Contractor shall at no additional compensation, execute all documents of assignment of the full and exclusive benefit and copyright thereof to PHMDC and/or Grantor. Any subcontractors and other independent contractors who prepare portions of the Documents shall be required by the Contractor to execute an assignment of ownership in favor of PHMDC and/or Grantor, before commencing work.

26. **IT NETWORK CONNECTION POLICY.**

The City of Madison provides the IT network for PHMDC. If this Contract includes services such as software support or maintenance, network services, or system development that will require a “Network Connection” to the City’s network (as defined in the following link), then the Contractor must agree and follow the City of Madison’s Network Connection Policy, linked here: <https://www.cityofmadison.com/attorney/documents/posNetworkConnection.docx>. By signing this Contract, Contractor agrees to follow this Network Connection Policy, when applicable, whether or not Contractor has signed the linked agreement.

27. **REQUIRED IMMUNIZATIONS.**

The following requirements apply to this Contract only if a box or boxes are checked below. Prior to contract signing and throughout the term of this Contract, including any renewals, the Contractor’s employees performing services under this Contract must be immunized or prove immunity to specific diseases through serology where noted, and must provide a negative TB test, if indicated below. If no boxes are checked, none of these requirements apply to this Contract.

**Required if checked: Number of doses needed:**

[ ]  Measles, Mumps and Rubella (MMR) [ ]  2 doses OR serology

[ ]  Tetanus, Diphtheria, and Pertussis (Tdap) [ ]  1 dose

[ ]  Varicella (chicken pox) [ ]  2 doses OR serology

[ ]  Influenza (Due by Nov. 1 each year) [ ]  1 dose

[ ]  Covid-19 (Due by Nov. 1 each year) [ ]  1 dose

[ ]  Negative TB skin test (within past year)

[ ]  Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Proof:** Contractor shall provide proof of each employee’s immunization, serology, and negative TB skin test (when checked above) to PHMDC no later than the Contract start date or as otherwise agreed by the parties. Contractor shall ensure its employees stay up to date on all of these requirements while this Contract is in place, and during any renewals.

**Changes during Contract Term:** PHMDC reserves the right to update or modify these requirements, including adding more required immunizations, if PHMDC’s employee health policies are updated, or in response to emerging public health situations or pandemics. PHMDC will notify Contractor of such changes in writing using the notice procedures in section 14 and will provide a date for compliance. If requested by the Contractor, the parties will work together to develop a reasonable plan for Contractor compliance with any such changes. Contractor shall ensure its employees performing services under this Contract comply by the date in the notice or as agreed by the parties in writing.

28. **AUTHORITY.**

Contractor represents that it has the authority to enter into this Contract. If the Contractor is not an individual, the person(s) signing on behalf of the Contractor represents and warrants that they have been duly authorized to bind the Contractor and sign this Contract on the Contractor’s behalf.

29. **COUNTERPARTS, ELECTRONIC SIGNATURE AND DELIVERY.**

 This Contract may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Contract may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Contract may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Contract may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Contract, fully executed, shall be as valid as an original.

IN WITNESS WHEREOF, the parties hereto have set their hands at Madison, Wisconsin.

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| --- | --- | --- |
|  |  | **CONTRACTOR** |
|  |  |       |
|  |  | (Type or Print Full, Legal Business Name of Contractor) |
|  |  | By: |  |
|  |  |  | (Signature) |
|  |  |  |  |       |
|  |  |  | (Print Name and Title of Person Signing) |
|  |  |  | Date: |       |
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|  |  |  |
|  |  |  | **BOARD OF HEALTH FOR MADISON & DANE COUNTY, ON BEHALF OF PUBLIC HEALTH MADISON & DANE COUNTY:** |
|  |  |  |  |
|  |  |  | By: |  |
|  |  |  |  | Janel Heinrich, MPH, MA, DirectorPublic Health Madison & Dane County |
|  |  |  |  |  |
|  |  | Date: |  |
|  |  |  |
| **Approved:** |  | **Approved:** |
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|  |  |  |
| David P. Schmiedicke, City of Madison Finance Director |  | Wesley Sparkman, DirectorThe Tamara D. Grigsby Office for Equity and InclusionDane County |
|  |  |  |  |  |
| Date: |  |  | Date: |  |
|  |  |  |
| **Approved as to Form:** |  | **Approved:** |
|  |  |  |
| Michael Haas, City Attorney, City of MadisonAttorney for PHMDC |  | Joshua L. Cotillier, Dane County Risk ManagerRisk Manager for PHMDC |
|  |  |  |  |  |
| Date: |  |  | Date: |  |
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**NOTE: Certain service contracts may be executed by the designee of the City of Madison Finance Director on behalf of PHMDC:**

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| --- | --- | --- | --- |
| By: |  |  |  |
|  | Mary RichardsProcurement Supervisor, City of Madison |  | Date |

MGO 4.26(3) and (5) authorize the City Finance Director or designee to sign service contracts when all of the following apply:

(a) The funds are included in the approved PHMDC budget.

(b) An RFP or competitive process was used, or the contract is exempt from competitive bidding under 4.26(4)(a). (Contracts under $50,000 are exempt from bidding but require a non-competitive selection form approved by City Purchasing if between $10,000-$49,999.)

(c) The City Attorney has approved the form of the Contract.

(d) The Contract complies with other laws, resolutions and ordinances.

(e) The Contract is for a period of 1 year or less, OR not more than 5 years AND the average cost is not more than $100,000 per year, AND was competitively selected when competitive selection is required. (If over $50,000 and exempt from bidding under 4.26(4)(a), the Common Council must authorize the Contract by resolution and the Director of Public Health must sign.)

**For PHMDC Use Only:** SIGNATURE INSTRUCTIONS FOR CONTRACT SIGNED BY CITY FINANCE (PURCHASING) ONLY:

Obtain contractor’s signature first. Attach the contractor-signed contract with all attachments/exhibits and the certificate of insurance to the requisition in MUNIS.