

**Agreement between Sauk County Public Health
and
WisHope Inc.**

THIS AGREEMENT, entered into by and between WisHope (hereinafter referred to as the "CONTRACTOR"), and the Sauk County Public Health Department (hereinafter referred to as "Sauk County Public Health"),

SERVICE DESCRIPTION: Contractor enters into this Contract with Sauk County Public Health as part of the Sauk County overdose Rapid Response Teams project. These teams, comprised of two EMS professionals and one peer support specialist/recovery coach, will attempt in-home or at-facility visits with those who survive overdose in Sauk County in an attempt to streamline a connection to treatment and other services.

In order to achieve the goals of this project, Contractor:

Will supply peer support, Rapid Response Team scheduling, and consultant services at a rate of \$60 per hour for up to an average of 62 hours per week for the time period 5/1/21-8/31/21, plus compensation for training time for all Response Team members: up to 24 hours total (across 2-4 peer coaches/specialists; training is estimated at 8 hours per person) at \$60 per hour per peer coach/specialist trained, 4/1/21-8/31/21. No reimbursement will be provided for peer coach/specialist mileage.

Included in hourly rate:
All operational costs
Supervisor oversight and support
Program reporting and documentation

TERM: The contract will be for the grant period, 04/01/2021-08/31/2021, which may be extended if additional project funds are secured.

TOTAL AMOUNT OF CONTRACT: Maximum Amount of Compensation Not to Exceed \$65,200.

The following constitute the Contract documents. If there is any conflict or ambiguity between these Terms and Conditions and any other term or condition of the Contract, these Terms and Conditions control, irrespective of any other term purporting to take precedence over these Terms and Conditions.

- A. Agreement between the Sauk County Public Health and WisHope
- B. Sauk County Public Health Agreement with WisHope Scope of Work
- C. Certificate of Insurance

IN WITNESS WHEREOF, the CONTRACTOR and Sauk County Public Health have caused this Contract to be executed for and on their respective behalf as of the dates hereinafter set forth.

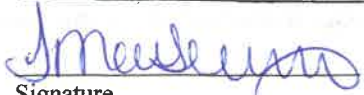
Sauk County Public Health,

By: Treemanisha Stewart

Sauk County Public Health
Date: 2/9/21

505 Broadway, Ste 372

Baraboo, WI 53913


Signature

CONTRACTOR:

Firm: WisHope

Address: 223 Wisconsin Ave, Unit A

City, State, Zip: Waukesha, WI 53186

Phone: 262-701-7257

Fax: 262-763-6897

Email: peter@wishope.org

Federal ID: 83-3544716

By: Peter Brunzelle

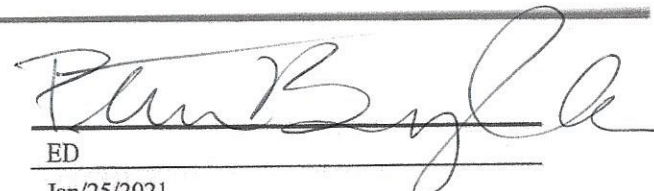
Page 1

Title:

ED

Date:

Jan/25/2021



PLEASE NOTE: CORPORATIONS MUST COMPLETE THE FOLLOWING:

(Someone other than the individual who executed this Contract must certify the following):

I, (Print name) Peter Brunzelle, certify that I am the (Print title) ED of the Contractor named herein; that (Print signatory of Contract) Peter Brunzelle, who executed this Contract on behalf of the Contractor was then (Official capacity of signatory) ED of said corporation, and in said capacity, duly signed said Contract for and on behalf of said corporation, being authorized so to do under its bylaws or is authorized so to do by action of its constituted board, all of which is within the scope of its corporate powers.

Dated at 223 Wisconsin Ave Waukesha WI 53186 This Jan day of 25th, 20 21.
LOCATION


SIGNATURE

Sauk County Public Health
Terms and Conditions

ADA Notice: Please note: Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through sign language interpreters or other auxiliary aids. For additional information, or to request this service, contact Sara Jesse, Sauk County Public Health, at 608-355-4308 or sara.jesse@saukcountywi.gov.

I. TERMS APPLYING TO THIS CONTRACT:

1. Definitions Applicable to these Terms and Conditions.

1.1. County is Sauk County Public Health Department.

1.2. Contract is this contract or service order to which these Terms and Conditions are attached and into which these Terms and Conditions are incorporated. "Contract" may be referred to as the "Agreement" elsewhere in the Contract Documents.

1.3. Contractor is WisHope.

1.4. Documents are all reports, studies, analysis, memoranda, information, records, and related data and materials created as a result of this Contract.

1.5. Invoice. An itemized statement from Contractor specifying the services and/or goods provided to County, and supported by all documentation as County may reasonably require.

1.6. Terms and Conditions are only those terms and conditions set forth in this document entitled "Agreement between the Sauk County Public Health, acting through Sauk County." For the avoidance of doubt, Terms and Conditions do not include any Contract Documents, attachments, exhibits, or documents other than those terms and conditions set forth in the document entitled "Agreement between the Sauk County Public Health, acting through the county".

2. Additional Terms Disclaimer.

2.1. Click to Accept. No "click to accept," "browse to accept," or similar agreement that may be required for Sauk County Public Health or its officers, agents, contractors or employees (the "Users") to access any software associated

with this Contract shall be valid. Only the provisions of this Contract shall apply to the Users for access and use of any software associated with this Contract. None of Contractor's "terms of use" or "privacy policy" or other Contractor terms referenced in but not included with this Contract, including but not limited to web based terms and conditions, shall apply.

2.2. Contractor's Terms and Conditions. Contractor's individual terms and conditions that conflict with, or overlap with, these Terms and Conditions in any way, shall be void, irrespective of whether those terms are attached to the Contract, purport to be incorporated into the Contract, or contain terms purporting to prioritize such terms over these Terms and Conditions. Any insertion of Contractor's individual terms and conditions constitutes modification of this Contract and requires Sauk County Public Health Attorney approval or will be voidable in the sole discretion of Sauk County Public Health.

2.3 Sauk County Public Health as Governmental Entity. Contractor understands and acknowledges that the County, including the Sauk County Public Health, is a governmental entity and bound by certain restrictions set forth in Wisconsin law, including but not limited to those in Wis. Stat. Ch. 59. Contractor acknowledges and accepts that the terms of this Agreement, and the parties performance under this agreement, are subject to such applicable restrictions.

3. **Payment Terms.** Contractor shall submit an Invoice to Sauk County Public Health on a monthly basis for any fees accrued during the preceding month within thirty (30) days of the end of said month. Pursuant to Common Council File No. 101137, if County does not make payment within 60 days after receipt of the Invoice, Sauk County Public Health shall pay simple interest beginning with the 31st calendar day after submission of the Invoice at the rate of one percent per month. No attorney's fees, expenses, or other collection costs may be billed to Sauk County Public Health unless otherwise agreed in writing. Sauk County Public Health may dispute any incorrect charges, charges disallowed by this Contract, or charges for work, services, or deliveries that were incomplete, incorrectly done, defective, damaged, or the like. No interest shall be applied to any outstanding amounts where Contractor has been sent notice that the amount owed to Contractor is subject to a good faith dispute within 45 days of the receipt of the Invoice provided the notice was sent by first-class mail, personally delivered, or otherwise sent in accordance with any notice provisions in this Contract. In the event that the 45th day after receipt of the Invoice is a Saturday, Sunday, or national holiday payment may be made on the following business day without interest being owed to Contractor. Sauk County Public Health's failure to pay in a timely fashion does not relieve Contractor of its obligation to perform the services for which it has been retained. Consistent with Wis. Stat. § 66.0135(3), Contractor shall pay any of its subcontractors for satisfactory work within seven (7) days of Contractor's receipt of payment from Sauk County Public Health or seven (7) days from receipt of an invoice from the subcontractor, whichever is later. If Contractor fails to make timely payment to a subcontractor, Contractor shall pay interest to the subcontractor at the rate of 12 percent per year, compounded monthly, beginning with the 8th calendar day after Contractor's receipt of payment from Sauk County Public Health or receipt of an invoice from the subcontractor, whichever is later.

4. **Personnel.**

4.1. Subcontractors. Contractor may not employ subcontractors to fulfill the scope of services or otherwise perform under this Contract without written pre-approval from Sauk County Public Health. If Contractor receives written preapproval to hire subcontractors from Sauk County Public Health, Contractor shall hire such subcontractors via written subcontract, and Contractor shall insert language into each such subcontract specifying that the subcontractor shall be subject to each provision of this Contract, including, but not limited to, all insurance requirements. Contractor shall be as fully responsible to Sauk County Public Health for the acts and omissions of its subcontractors and of persons indirectly employed by it as it is for the acts and omissions of its own employees.

4.2. Independent Contractors. Contractor is an independent contractor, and neither Contractor, nor Contractor's employees or agents are employees of Sauk County Public Health, nor are they entitled to any fringe benefits or any other benefits to which Sauk County Public Health's salaried employees are entitled to or are receiving. Personal income tax payments, social security contributions, insurance, and all other governmental reporting and contributions required as a consequence of Contractor receiving payment under this Contract shall be the sole responsibility of Contractor. Sauk County Public Health and Contractor form no joint venture or partnership under this Contract.

4.3. Contractor to Supply all Personnel. Contractor will secure at its own expense all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with Sauk County Public Health. All of the services required hereunder will be performed by Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

4.4. Withholding of Salaries. Notwithstanding anything in this Contract, if in the performance of this Contract there is any underpayment of salaries by Contractor or its subcontractor to any employee, Sauk County Public Health shall be allowed, in its sole discretion, to withhold payment under this Contract to Contractor in an amount equal to the difference between the salaries required to be paid and the salaries actually paid such employee. The amounts withheld shall be disbursed by Sauk County Public Health on behalf of Contractor or subcontractor, if any, to the employee(s) to whom they are due. Contractor shall credit Sauk County Public Health for any payments made to Contractor's employee(s) pursuant to this Subsection as though the payments were made to Contractor pursuant to this Contract. Sauk County Public Health shall not be required to pay interest or late fees pursuant to the section entitled "Payment Terms" on account of an untimely payment resulting from Sauk County Public Health decision to make payments to any of Contractor's employees hereunder.

5. Term and Termination.

5.1. Term and Time of Performance. The services performed by Contractor as set forth in the Contract Documents (the "Services") shall commence upon the later of (a) the execution of the Contract by all parties or (b) as set forth in any schedule or scope of services included in the Contract Documents. Unless otherwise specifically provided for in the Contract, Contractor shall perform the Services in such sequence as to assure their expeditious completion in the light of the purposes of the Contract and at such times and during such hours as Sauk County Public Health may request and that are commensurate with the highest industry standards, but in any event all of the Services shall be completed within the Term indicated on page 1. Completion of the Services within the Term is essential to the Contract. In addition to all other remedies inuring to Sauk County Public Health should the Services not be completed during the Term, Contractor shall continue to be obligated thereafter to fulfill its responsibility to complete the Services and shall use its best efforts to complete the Services in an expeditious manner.

5.2. Termination Due to Insolvency. Sauk County Public Health may, in its sole discretion, terminate the Contract, immediately upon: (i) termination or suspension of Contractor's business; (ii) insolvency or filing of a voluntary or involuntary petition in bankruptcy; (iii) appointment of a receiver, assignee or other liquidating officer for all or substantially all of Contractor's assets; or, (iv) any assignment of substantially all of Contractor's assets for benefit of creditors.

5.3. Termination for Insufficient Funds. The Contract shall terminate at such time that Sauk County Public Health fails to appropriate sufficient sums in the budget year for which the Contract applies to pay the amount due. Sauk County Public Health will notify Contractor within thirty (30) days after it becomes aware that funding will not be appropriated. Sauk County Public Health's decisions regarding sufficiency of appropriations and authorizations shall be accepted by Contractor as final. In such an event, Contractor shall immediately reduce and/or discontinue its activities hereunder as requested by County.

5.4. Termination for Cause. If Contractor shall fail to fulfill in a timely and proper manner any of its obligations or violate any of the provisions of this Contract, Sauk County Public Health shall have the right to terminate this Contract. Sauk County Public Health shall notify Contractor of its intent to terminate by giving Contractor prior written notice at least five (5) business days before the effective date of the termination and identifying the alleged deficiencies in Contractor's performance, and shall give Contractor thirty (30) days to cure such deficiencies prior to termination. In such event, all deliverables completed by Contractor as of the date of termination shall, at the option of Sauk County Public Health, become property of Sauk County Public Health. Notwithstanding the foregoing, Contractor shall not be relieved of liability to Sauk County Public Health for damages sustained by Sauk County Public Health by virtue of any breach of the Contract, and Sauk County Public Health shall retain its remedies under law.

5.5. Termination for Convenience of the Sauk County Public Health. Sauk County Public Health may terminate this Contract at any time for any reason by giving at least thirty (30) days' notice in writing from Sauk County Public Health to Contractor.

5.6. Payment Upon Early Termination. If Contractor is terminated early as provided in this Section by Sauk County Public Health, Contractor will be paid for Services actually and satisfactorily rendered; provided, however, that if Contractor is terminated for cause, Sauk County Public Health may withhold payment sufficient to cover the costs of obtaining, and any difference in pricing from, a new contractor. Contractor shall not charge Sauk County Public Health any early termination fee. If there has been a prepayment by Sauk County Public Health, Contractor will refund to Sauk County Public Health a pro-rata portion of any prepaid fees and costs that have not been incurred as of the effective date of termination within thirty (30) days of the effective date of termination.

6. Records, Privacy, and Reports.

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

6.2. Patient Privacy and Data Handling. This Subsection applies if Contractor is provided by Sauk County Public Health, or collects under this Contract with Sauk County Public Health, any of the following: "protected health information" as defined by 45 CFR § 160.103 and Wis. Stat. §146.816; "registration records" or "treatment records" as defined in Wis. Stats. § 51.30; or "patient health care records" as defined in Wis. Stats. § 146.81 (collectively, "Patient Records"). Contractor represents that (1) Contractor is a "covered entity" for purposes of the Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA), or (2) Contractor is not a "covered entity," but has entered into a Business Associate Agreement with Sauk County Public Health, which is attached hereto. Contractor, and any subcontractors, will comply with all applicable state and federal medical privacy laws, including but not limited to HIPAA and Wis. Stats. §§ 51.30, 146.816 and 146.82, when applicable. Contractor further covenants and agrees that it will enter into a Business Associate Agreement as required by HIPAA with any subcontractor with access to Patient Records under this Contract, and will provide a copy of such subcontract to Sauk County Public Health prior to any subcontractor commencing to provide any services related to this Contract.

6.3. Ownership. All Documents are Sauk County Public Health's exclusive property. Sauk County Public Health has the right to use the Documents for any purpose without additional compensation to Contractor unless otherwise provided for in the Contract.

6.4. Confidentiality. All of the Documents are confidential and Contractor agrees that it will not, without prior written approval from Sauk County Public Health, make the Documents available to any individual, agency, public body or organization except as required by the Contract or as may be required by any applicable law or legal process. Upon request of Sauk County Public Health, Contractor shall deliver all Documents to Sauk County Public Health and then destroy all copies of the Documents, whether in written, electronic or other form or media, in a commercially reasonable manner and also certify in writing to Sauk County Public Health that all Documents have been returned to Sauk County Public Health and destroyed in a commercially reasonable manner at no cost to Sauk County Public Health. Contractor shall comply with all directions provided by Sauk County Public Health with respect to the return and destruction of the Documents within fourteen (14) days of Sauk County Public Health's request for the same. Contractor shall notify Sauk County Public Health if it has knowledge of an unauthorized acquisition or use of the Documents as soon as possible, but no later than within one (1) business day of such knowledge.

6.5. Reports and Information. Contractor shall furnish Sauk County Public Health with such statements, records, reports, data, and information as Sauk County Public Health may reasonably request pertaining to matters covered by the Contract.

6.6. Documentation of Costs. Contractor shall ensure that all fees and costs it incurs pursuant to this Contract shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, or other official documentation evidencing in proper detail the nature and propriety of other accounting documents pertaining in whole or in part to this Contract and shall be clearly identified and readily accessible.

7. Indemnification and Defense of Suits.

7.1. In General. Contractor shall indemnify Sauk County Public Health and its officers, agents and employees for all losses, damages, costs, expenses, judgments, accrued interest, liabilities, or decrees arising out of any claim, action in a court, or proceeding before an administrative agency that is brought against Sauk County Public Health or any of its subcontractors, officers, agents, or employees for the acts or omissions of Contractor or any of its subcontractors, officers, agents, or employees in whole or in part in the performance of the covenants, acts, matters or things covered by this Contract, or for injury or damage caused by the alleged acts or omissions of Contractor or any of its subcontractors, its officers, agents or employees. Sauk County Public Health will, at its sole option, decide whether to tender the defense of any claim, action in court, or proceeding before an administrative agency in which Contractor has a duty to indemnify to Contractor or Contractor's insurer and upon such tender it shall be the duty of Contractor and Contractor's insurer to defend such claim, action, or proceeding without cost or expense to Sauk County Public Health or its officers, agents, or employees using counsel selected by Contractor and Contractor's insurer and approved by Sauk County Public Health. Contractor shall not settle any claim, action in any court, or proceeding before an administrative agency relating to Sauk County Public Health unless Sauk County Public Health consents to the settlement in writing.

7.2. Intellectual Property Indemnification. If any action in court, claim, or proceeding before an administrative agency is brought against Sauk County Public Health or any of its officers or employees due, in whole or in part, to the alleged infringement of or by Contractor of any copyright, license, trademark, service mark, logo, or other intellectual property, (collectively, "Claims"), Contractor shall indemnify Sauk County Public Health and its officers and employees from all losses, damages, costs, expenses, judgments, or decrees to the extent arising out of such Claims caused by Contractor or one of its employees or agents.

8. **Nondiscrimination.** It is Sauk County Public Health's policy not to discriminate against any qualified employee or qualified applicant for employment because of an individual's sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, victimhood of domestic abuse or sexual assault, past or present membership in the military service, HIV status, domestic partnership, genetic identity, homelessness, familial status, or an individual's affiliation or perceived affiliation with any of these categories ("Protected Classes"), pursuant to Milwaukee Code of Ordinances ("MCO") Section 109-9. Contractors and their subcontractors employing any resident of the Sauk County Public Health may not discriminate against any member of the Protected Classes, and such contractors must insert this clause into any subcontracts of subcontractors employing any resident of Sauk County Public Health.

9. **Standard of Care.** Contractor shall personally, as an independent contractor and not as an employee of Sauk County Public Health, perform the Services. Contractor agrees that the Services shall be performed in accordance with generally accepted professional practices and in a manner consistent with the highest level of care and skill exercised under similar conditions by members of Contractor's profession practicing in Wisconsin. Performance of the Services shall conform to all applicable federal, state and local laws and regulations.

10. Entire Agreement, Amendments, Severability.

10.1. Entire Agreement. The Contract Documents constitute the entire agreement between the parties concerning the subject matter hereof and supersedes all prior agreements, discussions, representations, warranties and covenants between

the parties concerning the subject matter hereof. Any amendments, changes or modifications to this Contract shall be in writing and executed by the parties.

10.2. **Severability.** If any term of this Contract is, to any extent, held invalid or incapable of being enforced, such term shall be excluded only to the extent of such invalidity or unenforceability. All other terms hereof shall remain in full force and effect and, to the extent possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term as determined by Sauk County Public Health. If such invalid and unenforceable term has a material and adverse effect on a party and a valid and enforceable replacement that comes closest to expressing the intention of such invalid or unenforceable term as determined by Sauk County Public Health cannot be created, the party materially and adversely impacted shall be allowed to terminate the Contract pursuant to the section entitled "Termination for Cause."

10.3. **Effect of Regulations.** Should any local, state or national regulatory authority having jurisdiction over Sauk County Public Health enter a valid and enforceable order upon Sauk County Public Health which has the effect of changing or superseding any term or condition of the Contract, such order shall be complied with, but only so long as such order remains in effect and only to the extent actually necessary under the law. In such event, the Contract shall remain in effect and be modified or terminated in the manner provided for by the section entitled "Severability."

11. **Remedies and No Waiver.** Nothing in this Contract shall be construed to waive any privilege, right of recovery, cause of action, defense, remedy, category of damages, or immunity to which Sauk County Public Health is entitled under common law, or federal, state, or local law; waiver of any of the foregoing may only be accomplished in writing by an individual with the authority to bind Sauk County Public Health.

12. **Insurance Requirements.** Throughout the term of this Contract, Contractor is solely responsible for meeting its insurance needs, but shall, at a minimum, carry insurance in at least the amounts and types as set forth on the certificates of insurance which are attached hereto and incorporated herein.

12.1 **Certificate of Insurance Required.** A certificate of insurance acceptable to the Sauk County Public Health must be provided upon final execution of this Contract. The certificate shall state that the issued insurance policies meet the requirements outlined below and must be an original certificate issued by a company licensed to do business in the State of Wisconsin or signed by an agent licensed by the State of Wisconsin. Contractor shall send Sauk County Public Health a current and valid Certificate of Insurance and/or Policy within fourteen (14) days of any request by Sauk County Public Health. Immediately upon any material change to Contractor's insurance coverage, Contractor shall send Sauk County Public Health an updated Certificate of Insurance and/or Policy. Electronic signatures on the certificate are acceptable.

12.2 **Sauk County Public Health's Authority to Terminate.** The certificate shall be approved by the Sauk County Public Health Attorney and placed on file with the Sauk County Public Health prior to commencement of work under this Contract. Sauk County Public Health reserves the right to examine and approve the actual policy of insurance before Sauk County Public Health executes this Contract. If the required certificate is not received and approved, Sauk County Public Health has the authority to terminate this Contract.

12.3 **Sauk County Public Health as Additional Insured.** The Sauk County Public Health shall be named as an additional insured (using ISO Form CG2026 or its equivalent) with respect to liability coverage other than professional liability, including cyber coverage. The certificate holder shall be designated as:

Sauk County Public Health
Address: 505 Broadway, Ste 372; Baraboo, WI 53913

12.4 **Sauk County Public Health Approval of Insurance Companies.** Insurance companies must be acceptable to Sauk County Public Health and have a current A.M. Best rating of A-VIII or better.

12.5 **Use of Occurrence Form.** All policies other than professional liability policies shall be written on an occurrence form.

12.6 Notice of Cancellation or Non-Renewal. Sauk County Public Health shall be provided with at least 30 days written notice of cancellation, non-renewal or material limitation of coverage of any and all insurance policies required by this Contract, for any reason including non-payment of premium. To ensure that such notice occurs, an endorsement must be added to the policy/policies permitting Earlier Notice of Cancellation or Non-Renewal. Such endorsement must contain the following stipulation:

"We will mail notice of cancellation (including for nonpayment of premium), non-renewal or material limitation of coverage to the organization shown in the schedule. We will mail the notice at least 30 days before the effective date of the action."

A copy of the endorsement of Earlier Notice of Cancellation or Non-Renewal stipulation must be submitted with the Certificate of Insurance.

13. **Survival.** Sections 1, 2.2, 3, 4, 5, 6, 7, 8, 10, 11, 13, 16, 17, 18.2, 18.3, 19, 21, 22, 24, 28, 30, 32, and any other section(s) which by its/their meaning is/are implied to survive termination shall continue in force and effect following the termination or expiration of this Contract.

15. **Nonexclusive.** This is not a Contract to exclusively purchase the Services from Contractor. Sauk County Public Health may choose to award a contract to another contractor providing the same or similar Services to County, at any time.

16. **Audit.** Contractor shall make the Documents available to Sauk County Public Health to allow Sauk County Public Health to audit, examine, excerpt or transcribe the Documents and audit, examine, excerpt or transcribe all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Contract any time during normal business hours and as often as Sauk County Public Health may, in its sole discretion, deem necessary. If federal or state grants or aids are involved in this Contract, Contractor shall make the Documents available to the appropriate federal or state agency or the Comptroller General to allow the appropriate federal or state agency or Comptroller General to audit, examine, excerpt or transcribe the Documents and audit, examine, excerpt or transcribe all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Contract any time during normal business hours and as often as the appropriate federal or state agency or Comptroller General may, in their sole discretion, deem necessary. Contractor shall not charge any additional fees to Sauk County Public Health, appropriate federal or state agency, or Comptroller General by virtue of any additional work or costs associated with the performance of Contractor's duties under this section.

17. **Assignability.** Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same in any manner without the written consent of Sauk County Public Health, provided, however, that claims for money due or to become due Contractor from Sauk County Public Health under this Contract may be assigned to a bank, trust company or other financial institution without such approval. Notices of any such assignment or transfer shall be promptly furnished to Sauk County Public Health.

18. **Law and Safety.**

18.1. Compliance with Law and Safety Standards. Contractor agrees to comply with all federal, state and local laws, regulations, rules, or court orders. Additionally, all material, equipment and supplies provided to Sauk County Public Health must comply fully with all safety requirements as set forth by the Wisconsin Administration Code, Rules of the Industrial Commission on Safety and all applicable OSHA Standards.

18.2. Tax Exemption. Sauk County Public Health is exempt from the payment of all federal and state taxes; tax ID No. 39-6005740. Sauk County Public Health is exempt from Wisconsin sales or use tax under Section 77.54(1) and (9a), Wisconsin State Statutes. Sauk County Public Health's Wisconsin Sales and Use Tax Exemption number is ES 44381. Invoices to Sauk County Public Health may not include costs for Federal excise and Wisconsin sales taxes.

18.3. Choice of Law and Venue. This Contract shall be governed by, construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree that for any claim or suit or other dispute relating to this

Contract that cannot be mutually resolved, jurisdiction and venue shall be in Waukesha County, Wisconsin, for matters arising under state law or, should federal courts have jurisdiction, the eastern district of Wisconsin. The parties agree to submit themselves to the jurisdiction of said courts, to the exclusion of any other court that may have jurisdiction over such a dispute according to any other law.

18.4. Americans with Disabilities Act. Contractor's work product (whether goods, services, information and communication technology services, engineering or architectural services, or construction) prepared for Sauk County Public Health pursuant to this Contract shall fully comply with, as applicable, the Americans with Disabilities Act, Sections 504 and 508 of the Rehabilitation Act of 1973, and Contractor shall be liable for, and shall indemnify Sauk County Public Health for, any and all violations of the ADA resulting from Contractor's failure to make its work product compliant with the ADA. If Contractor is preparing work product based on specifications prepared by or on behalf of Sauk County Public Health, and Contractor knows or should know based on Contractor's experience in its field that such specifications are not in compliance with the ADA, Contractor must notify County in writing of such non-compliance prior to commencing its work under those specifications.

19. **Notice.** Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by facsimile, or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed to Contractor at the address indicated on the signature page of this Contract and to Sauk County Public Health at:

Sauk County Public Health
Address: 505 Broadway, Ste 372; Baraboo, WI 53913

20. **Slavery Disclosure Affidavit.** All vendors in existence during the "slavery era" (prior to 1865), contracting with Sauk County Public Health, shall complete an affidavit prior to entering into a contract verifying that it has searched any and all company records of investments or profits from slavery or slaveholder insurance policies during the slavery era. The names of any enslaved persons or slaveholders described in those records must be disclosed in the affidavit.

21. **Taxpayer Identification Number.** Contractor must provide accurate information related to its taxpayer identification number. If incorrect information is provided and Contractor fails to adequately and timely respond to Sauk County Public Health efforts to obtain corrected information, Sauk County Public Health may impose a fee equal to Sauk County Public Health added costs for meeting backup withholding requirements. This sum may be deducted from payments owed to Contractor pursuant to this or other contracts, or may be billed separately. Failure to cooperate with Sauk County Public Health in this regard, or failure to pay a fee imposed under this provision, could result in Contractor being barred from participating in future Sauk County Public Health contracts.

22. **Counterparts.** The Contract may be executed in counterparts, each of which shall be deemed an original. Each counterpart shall together constitute one and the same instrument.

II. TERMS APPLICABLE TO CONTRACTS PAID FOR WITH FEDERAL FUNDING.

These terms apply and bind Contractor in addition to those terms and listed above. In the event of a conflict between the Terms Applicable to Contracts Paid for with Federal Funding and the terms of the main body of the Contract or any exhibit or appendix, these Terms Applicable to Contracts Paid for with Federal Funding shall govern.

23. **Debarment and Suspension.** Contractor represents and warrants that, as of the execution of this Contract, neither Contractor nor any subcontractor or sub-consultant performing work under this Contract (at any tier) is included on the federally debarred bidder's list listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." If at any point during Contract's term Contractor or any subcontractor or sub-consultant performing work at any tier is included on the federally debarred bidder's list, Contractor shall notify Sauk County Public Health immediately. **Contractor's completed Vendor Debarment Certification is attached hereto and incorporated herein.**

24. Record Retention. Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Contractor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three (3) years after it receives Sauk County Public Health notice that Sauk County Public Health has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed. Unless Contractor is functioning as a sub-recipient of grant funding, rather than as a contractor, this requirement is in addition to, and not in place of, Sauk County Public Health public records retention requirements set forth elsewhere herein.

25. Procurement of Recovered Materials. Pursuant to 2 CFR §200.322, Contractor represents and warrants that in its performance under the Contract, Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

26. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

27. Energy Efficiency. Contractor certifies that Contractor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

28. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractor certifies that:

No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Contractor shall request from Sauk County Public Health and provide, completed, to Sauk County Public Health the "Disclosure Form to Report Lobbying," in accordance with its instructions as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).

Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

Contractor's completed Byrd Anti-Lobbying Certification is attached hereto and incorporated herein.

29. Right to Inventions. If the federal award is a "funding agreement" under 37 CFR 401.2 and this is an agreement between Sauk County Public Health or a sub-recipient and a small business firm or nonprofit organization regarding the substitution of parties, assignment of performance or experimental, developmental or research work thereunder, Sauk County Public Health or sub-recipient will comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

30. Federal Government is Not a Party. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to Sauk County Public Health, Contractor, or any other party pertaining to any matter resulting from the Contract.

31. Whistleblower Protection. Pursuant to 41 U.S.C. 4712 employees of Contractor will not be discharged, demoted, or otherwise discriminated against as reprisal for "whistleblowing."

32. Reporting Requirements. If applicable, Contractor must comply with the reporting requirements specified in the Federal Funding Accountability and Transparency Act (P.L. 109-282). Contractor shall submit the information required on the form provided by Sauk County Public Health within 15 days of execution of this Contract and prior to any payment being made under this Contract.

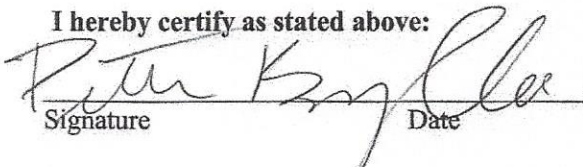
CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The bidder, proposer, contractor, or subcontractor, as appropriate, certifies to the best of its knowledge and belief that neither it nor any of its officers, directors, or managers who will be working under the Contract, or persons or entities holding a greater than 10% equity interest in it (collectively "Principals"):

1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency in the United States;
2. Have within a three-year period preceding this proposal, bid, or agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust or procurement statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted for or otherwise criminally or civilly charged by a government entity, (federal, state or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or bid, or termination of the award or, in some instances, criminal prosecution.

I hereby certify as stated above:

 1-25-21
Signature Date

Peter Brunzelle ED

Print Title and Name of authorized representative

I am unable to certify to one or more the above statements. Attached is my explanation.

Signature

Date

Print Title and Name of authorized representative

BYRD ANTI-LOBBYING CERTIFICATION

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)].
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including all subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. Contractor certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any. FAR 52.203-12, "Limitation on Payments to Influence Certain Federal Transactions" is hereby incorporated by reference into this certification

Signature

Date

Peter Brunzelle

Print Title and Name of authorized representative