Revised 10/01/2020

County Copy ( )
Your Copy ( )

No. 21P-62

PURCHASE OF SERVICES CONTRACT
COMPREHENSIVE COMMUNITY SERVICES

This contract is made and entered into on the 1st Day of January, 2021, by and between Sauk County, a Wisconsin Municipal Corporation represented by Sauk County Department of Human Services, referred to as "Agency", and Compass Counseling LLC, referred to as "Contractor", whose contact information is:

I. PARTIES

Agency:

Organization Name:	Sauk County Sauk County Department of Human Services
Address:	PO Box 29 Baraboo, Wisconsin 53913
Name of contact person:	Jill Ellinwood
Telephone:	608-355-4200
Fax:	608-355-4299
Email:	jill.ellinwood@saukcountywi.gov

Contractor:

Organization Name:	Compass Counseling LLC
Address:	1508 New Pinery Rd Portage, WI 53901
Name of Contact Person:	Sara Shaver
Telephone:	608-745-7900
Fax:	
E-mail:	sarashaver@compasscounseling.info
Contractor's fiscal year end:	December 31st

II. CONTRACT INFORMATION

Contract No:	21P-62
Contract Period:	January 1, 2021 – December 31, 2021
Maximum Payment under this contract:	$20,000.00

III. SIGNATURES

A. This contract shall supersede all previous communications, representations, or Contracts, either verbal or written, between the parties hereto.

B. This contract is agreed upon and approved by the authorized representative of Sauk County Department of Human Services and Compass Counseling LLC.

C. This contract becomes null and void if the time between the Agency's authorized representative signature and the Contractor's authorized representative signature on this contract exceeds sixty (60) days.

For Agency: _____ 12/17/20
Date:
Name: Daniel A. Brattset
Title: Director
SAUK COUNTY DEPT. OF HUMAN SERVICES

For Contractor: _____ 1-4-2021
Date:
Name: SARA SHAVER
Title: Co-Director

_____ _____
Date:
Name:
Title:

IV. PAYMENT FOR SERVICES

Agency and Contractor agree:

A. Actual total payments will be based upon the amount of service authorized by the Agency and the amount of authorized service performed by the Contractor. It is understood and agreed by all parties that the Agency assumes no obligation to purchase from the Contractor any minimum amount of services as defined in the terms of this contract.

B. Due to the Agency's funding source restrictions, the Contractor shall submit to the Agency final claims for reimbursement under this contract no later than fifteen (15) days after the end of the contract period. Failure to submit claims under this contract within this time period will result in breach of contract and nonpayment. Upon written request by the Contractor, the Agency may grant an exception due to unusual circumstances on an individual basis.

The Contractor agrees that the total cost for services provided and the rate (per hour, day, month, year) and the number of clients served will be:

SERVICE	FUND SOURCE	RATE* UNIT**	CLIENTS	TOTAL COST
CCS Comprehensive Community Services	Base	Master's Level $143.15 per hour	Varies	$20,000.00
			Total	$20,000.00

***Define rate (example dollars/per unit time/per client) ** Specify hour, day, month, year**

C. Payments for services covered by this contract shall be based on allowable costs with limited profit or reserve. Monthly payments will be made on a unit-times-price basis and in accordance with the "order of payment" requirements for the funding program, less client fees and other collections made by the Contractor for services covered by this contract.

D. The Agency shall determine and authorize the type of services provided and the number of units of services provided for each client. The Agency will not reimburse the Contractor for any unit of service not previously authorized by the Agency.

E. If the statistical data, reports and other required information are not submitted when due, Agency may withhold all payments that otherwise would be paid the Contractor under this contract until the reports and information are submitted.

V. REPORTING FOR PAYMENT

A. Each month, the Contractor shall report and invoice the following for payment; units, service type, rate, and date of services provided. The Contractor shall use codes as provided by the Agency. The Contractor's records shall support all information reported to the Agency. If the Contractor's report is complete and timely, the expected payment will be made in a prompt manner.

B. COMPREHENSIVE COMMUNITY SERVICE (CCS) PAYMENT : Contractor agrees to submit copies of all case notes related to the CCS Program by the fifteenth (15th) of the following month after services are provided. The Case notes shall accompany the completed authorization log issued by Sauk County Department of Human Services (SCDHS). All case notes must be received no later than ninety (90) days from the date of service or SCDHS reserves the right to deny payment.

C. COMPREHENSIVE COMMUNITY SERVICE (CCS) PAYMENT FOR ELECTRONIC RECORD CONTRACTORS: As a service facilitator to the Comprehensive Community Service Program (CCS), Contractor will be required to use AVATAR (Electronic Record Software) for all case notes and forms related to the CCS Program. Agency will provide the said software to the Contractor. Contractor's staff will be properly trained on this software. Contractor will be required to have case notes completed by the tenth (10th) of the following month after services are provided. Late case notes must be completed within ninety (90) days from the date of service or SCDHS reserves the right to deny payment.

D. The Contractor shall return to the Agency any funds paid in excess of the amount earned under this contract. Upon written demand for repayment, Contractor shall tender the amount of repayment demanded within thirty (30) days unless other repayment terms are agreed upon in writing. If the Contractor fails to return funds paid in excess of the amount earned, the Agency may recover the excess payment from subsequent payments made to the Contractor or through other collection means.

VI. BILLING AND COLLECTION PROCEDURES

Fees collected on behalf of a client from any source will be treated as an adjustment to the costs and will be deducted from the amount paid under this contract. The procedures sed by the Contractor shall comply with the provisions of Wisconsin Administrative Code DHS 1.01-1.06.

VII. SERVICES TO BE PROVIDED

A. The Contractor shall develop an individualized service plan for each client within thirty (30) days following the date the Agency referred the client to the Contractor. The Contractor shall ensure that the plan complies with applicable standards. The Contractor agrees to work with the Agency as necessary when the Contractor is developing an individualized service plan.

B. When transporting Consumers, the Contractor shall have a policy in place regarding transportation of consumers. We may request a copy of this policy at any time. This policy will include:

1. Verification of employee drivers' license along with a copy of the said license on file.
2. Insurance information. If the employees are using their own vehicle, a copy of the insurance must be included.
3. Documentation of periodic vehicle safety inspections.
4. Adherence to the Department of Transportation guidelines around transportation of minors.

C. In providing services, the Contractor shall coordinate with other service Contractors as necessary to achieve the client's goals as identified in the Agency's and Contractor's individual service plans.

D. The Contractor shall retain all documentation necessary to adequately demonstrate the time, duration, location, scope, quality, and effectiveness of services rendered under this contract. The Agency reserves the right not pay for units of services reported by the Contractor that are not supported by documentation required under this contract.

E. The Agency will monitor the Contractor's performance and will use the results of this monitoring to evaluate the Contractor's ability to provide adequate services to clients. If the Contractor fails to meet contract goals and expected results, the Agency may reduce or terminate the contract.

F. The Agency retains sole authority to determine whether the Contractor's performance under the contract is adequate. The Contractor agrees to the following:

1. The Contractor shall allow the Agency's care manager and contracting staff to visit the Contractor's facility or work site at any time for the purpose of ensuring that services are being provided as specified in the individualized plan of care and contract.
2. Upon request by the Agency or its designee, the Contractor shall make available to the Agency all documentation necessary to adequately assess Contractor performance.

3. The Contractor will cooperate with the Agency in its efforts to implement the Agency's quality improvement and quality assurance program.
4. The Contractor shall develop and implement a process for assessing client satisfaction with services provided. The Contractor shall report in a timely manner the results of its client satisfaction assessment effort to the Agency. The Agency reserves the right to review and approve the Contractor's client satisfaction assessment process, and to require the Contractor to submit a corrective action plan to address concerns identified in the review.

VIII. PUBLIC HEALTH STANDARDS.

The Contractor will follow applicable public health guidelines to provide safe services and a safe workplace. In addition, by signing this Agreement, the Contractor acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk that Contractor and its staff may be exposed to or infected by COVID-19 by providing services under this Agreement and that such exposure or infection may result in personal injury, illness, permanent disability, and death.

The Contractor further acknowledges and Contractor is assuming all of the foregoing risks and accepts sole responsibility for any injury to itself and staff, including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense or any kind, that Contractor or its staff may experience or incur in connection with providing services. Contractor hereby releases, covenants to not sue, discharges, and holds harmless and indemnifies the a Agency, its employees, agents, and representatives, of and from any and all claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. Contractor understands and agrees that this release includes any claims based on the actions omissions, or negligence of Agency, its employees, agents and representative, whether a COVID-19 infection occurs before, during, or after the provision of services under this Agreement.

IX. ELIGIBILITY STANDARDS FOR RECIPIENT OF SERVICES

The Contractor shall provide services only to individuals who are eligible for services. The Contractor and Agency agree that the eligibility of individuals to receive the services to be purchased under this contract from the Contractor will be determined by the Agency.

An individual has a right to an administrative hearing concerning eligibility and the Agency shall inform individuals of this right. The Agency shall provide clients with information concerning their eligibility and how to appeal actions affecting their rights.

X. CAREGIVER BACKGROUND CHECKS

A. The Agency and the Contractor agree that the protection of the clients served under this contract is paramount to the intent of this contract. In order to protect the clients served, the Contractor shall comply with the provisions of Wis.Administrative Code. DHS12
(online at http://docs.legis.wisconsin.gov/code/admin_code/dhs/001/12)

B. The Contractor shall conduct caregiver background checks at its own expense of all employees assigned to do work for the Agency under this contract if such employee has actual, direct contact with the clients of the Agency or otherwise required by law. The Contractor shall retain in its personnel files all pertinent information, to include a Background Information Disclosure Form and/or search results from the Department of Justice, the Department of Health Services, and the Department of Safety and Professional Services, as well as out of state records, tribal court proceedings and military records, if applicable.

After the initial background check, the Contractor must conduct a new caregiver background search every four years, or at any time within that period when the Contractor has reason to believe a new check should be obtained.

C. The Contractor shall maintain the results of background checks on its own premises for at least the duration of the contract. The Agency may audit the Contractor's personnel files to assure compliance with the State of Wisconsin Caregiver Program Manual
(online at www.dhs.wisconsin.gov/caregiver/index.htm.

D. The Contractor shall not assign any individual to conduct work under this contract who does not meet the requirement of this law.

E. The Contractor shall notify the Agency in writing and via registered mail within one (1) business day upon the occurrence of any event listed in Wis. Admin. Code DHS 12.07(2).
(online at http://docs.legis.wisconsin.gov/code/admin_code/dhs/001/12)

XI. LICENSE, CERTIFICATION, AND STAFFING

A. The Contractor shall meet state and federal service standards and applicable state licensure and certification requirements as expressed by state and federal rules and regulations applicable to the services covered by this contract. Upon execution of this contract, the Contractor shall attach copies of its license or certification document and the most recent licensing or certification report and letter concerning the Contractor when returning the signed contract to the Agency. During the contract period, the Contractor shall also send the Agency copies of

any licensing inspection reports within five (5) business days of receipt of such reports.

B. The Contractor shall ensure that staff providing services are properly supervised and trained; they are over eighteen (18) years of age; and that they meet all of the applicable licensing and certification requirements.

XII. CONFLICT OF INTEREST

A. The Contractor shall ensure the establishment of safeguards to prevent employees, consultants, or members of the board from using their position for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business, or other ties.

B. During the period of this Contract, Contractor shall not hire, retain, or utilized for compensation, any member, officer, or employee of Sauk County Human Services Department, or any person, whom, to the knowledge of the Contractor, has a conflict of interest.

XIII. CONFIDENTIALITY

A. The Contractor shall not use or disclose any information concerning eligible clients who receive services from Contractor for any purpose not connected with the administration of Contractor's or Agency's responsibilities under this contract, except with the informed, written consent of the eligible client or the client's legal guardian.

B. Except for documents identifying specific clients, the contract and all related documents are not confidential.

C. The Contractor agrees to comply with the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to the extent those regulations apply to the services the Contractor provides or purchases with funds provided under this contract.

XIV. CIVIL RIGHTS GRIEVANCES

The Contractor shall have a formal written grievance procedure. The Contractor shall, prior to or at the time of admission to the program, provide oral and written notification to each client of his or her rights and the grievance procedure. The Contractor shall post the client rights and the grievance procedure in an area readily available to clients and staff of the Contractor.

XV. CLIENT FUNDS

When necessary client funds shall be handled by the Agency. The Contractor shall not handle client funds.

XVI. CONTRACTOR RESPONSIBILITIES

A. The Contractor shall comply with the reporting requirements of Agency. All reports shall be in writing and, when applicable, in the format specified by the Agency. All reports shall be supported by the Contractor's records.

B. Contractor shall cooperate with the Agency in establishing rate for reimbursement purposes.

C. Contractor shall transfer a client from one category of care or service to another only with the written approval of the Agency.

D. If the Contractor obtains services for any part of this contract from another vendor, the Contractor is responsible for the fulfillment of the terms of the contract and shall give written notification of such to the Agency for approval.

XVII. CONDITIONS OF THE PARTIES' OBLIGATIONS

A. This contract is contingent upon authorization of Wisconsin and United States laws and any material amendment or repeal of the same affecting relevant funding or authority of the Department of Health Services shall serve to terminate this contract, except as further agreed to be the parties hereto.

B. Nothing contained in this contract shall be construed to supersede the lawful powers or duties of either party.

C. It is understood and agreed that the entire contract between the parties is contained herein, except for these matters incorporated herein by reference, and that this contract supersedes all oral contracts and negotiations between the parties relating to the subject matter thereof.

D. Agency shall be notified in writing of all complaints filed in writing against the Contractor. Agency shall inform the Contractor in writing with their understanding of the resolution of the complaint.

XVIII. DEBARMENT AND SUSPENSION

The Contractor certifies through signing this contract that neither the Contractor nor any of its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in federal assistance programs by any federal department or agency. In addition, the Contractor shall notify the Agency within five business days in writing and sent by registered mail if the Contractor or its principals receive a designation from the federal government that they are debarred, suspended, proposed for debarment, or declared ineligible by a federal agency.

XIX. COST SHARING AND COST ALLOCATION PLAN

A. All property, equipment, software, or services used by multiple programs or for multiple purposes, is subject to cost allocation procedures. The Contractor will appropriately adjust claimed expenditures under a cost-sharing allocation plan if automation equipment, software or other services, including staffing services, are used for any purpose other than child support program administration.

B. The Contractor shall submit a copy of their cost allocation plan to the Agency upon request. Costs must be allocated in a manner consistent with these plans. The plans must be in accordance with the requirements of applicable Federal cost policies.

XX. RECORDS

A. Under Wis Stats.19.36(3), all records of the Contractor that are produced or collected under this Contract are subject to disclosure pursuant to a public records request.

B. The Contractor shall maintain such records and financial statements (in either written or electronic form) as required by the State and Federal law and as required by program policies. The Contractor shall retain records and financial statements in a secure environment for no less than the retention period specified in the law or policy. Records or financial statements for periods, which are under audit, or subject to dispute or litigation, must be retained until the audit/dispute/litigation, and any associated appeal periods, have ended.

C. The Contractor shall permit appropriate representatives of the Agency to have timely access to all records and financial statements written and/or electronic information available to the Agency upon request to review Contractors compliance, insofar as is permitted under State and Federal law.

D. The Contractor shall cooperate with Agency in the fulfillment of open record requests in accordance with Wisconsin's Open Meeting Law and the Freedom of Information Act.

E. At the expiration of the Contract, the Contractor will transfer, upon request by the Agency, at no cost to the Agency, records regarding the individual recipients who received services from the Contractor under this Contract. The transfer of records includes transfer of any record, regardless of media, if that is the only method under which records were maintained.

XXI. AUDIT REQUIREMENTS

A. Unless waived by the Agency, the Contractor shall submit an annual audit to the Agency if the total amount of annual (i.e., calendar year) funding provided by the Agency (from any and all of its Counties of Divisions taken collectively) for all contracts is $100,000.00 or more. In determining the amount of annual funding provided to the Contractor, the Contractor shall consider both: (1) funds provided through direct contracts with the Agency and (2) funds from another Agency, which has one or more contracts with the Contractor.

1. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F – Audits. The guidance also includes and Annual Compliance Supplement that details federal agency rules for accepting federal sub-awards.
   (online at https://ecrf.io/Title-02.cfr30_main)

2. The State Single Audit Guidelines (SSAG) expand on the requirement of 2 CFR Part 200 Subpart F by identifying additional conditions that require a state single audit; Section 1.3 lists the require conditions

3. The DHS Audit Guide is an appendix to the SSAG and contains additional DHS-specific audit guidance for those entities that are not required to have a Single Audit but need to comply with DHS Provider audit requirements. An audit report is due the Agency is the Contractor receives more than $100,000.00 in pass-through money from the Agency as determined by Wisconsin Statute s.46.036.

B. The audit shall be in accordance with the generally accepted auditing standards Wis Stats. 46.036, Government Auditing Standards as issued by the U.S. Government Accountability Office, and other provisions under this contract. In addition, the Contractor is responsible for ensuring that the audit complies with other standards that may be applicable depending on the types of services provided and the nature and amount of financial reimbursement received. The audit shall also be in accordance with the following department standard:

C. Reporting Package: The Contractor shall submit to the Agency a reporting package that includes:

1. General-Purpose Financial Statements of the overall agency and a Schedule of Expenditures of Federal and State Awards, including the independent auditor's opinion on the statements and schedule.
2. Schedule of Findings and Questioned Costs, Schedule of Prior Audit Findings, Corrective Action Plan and the Management Letter (if issued).
3. Report on Compliance and on Internal Control over Financial Reporting based on audit performed in accordance with Government Audit Standards.
4. Report on Compliance for each Major Program and a Report on Internal Control over Compliance.
5. Report on Compliance with Requirements Applicable to the Federal and State Program and on Internal Control over Compliance in Accordance with the Program Specific Audit Option.
6. Settlement of DHS Cost Reimbursement Award.
7. *Reserve Supplemental Schedule.
8. *Allowable Profit Supplemental Schedule.
9. *Additional Supplemental Schedule(s) Required by Funding Agency may be required.

*Note: These schedules are only required for certain types of entities or specific financial conditions.

D. Submitting the Reporting Package: The Contractor shall submit the required reporting package to the Agency within 180 days of the end of the Contractor's fiscal year.

E. Access to auditor's work papers: When contracting with an audit firm, the Contractor shall authorize its auditor to provide access to work papers, reports, and other materials generated during the audit to the appropriate representatives of the Agency. Such access shall include the right to obtain copies of the work papers and computer disks, or other electronic media, upon which records/ working papers are stored.

F. Failure to comply with the requirements of this section: In the event that the Contractor fails to have an appropriate audit performed or fails to provide a complete audit report to the Agency within the specified time frames, the Agency may:

1. Conduct an audit or arrange for an independent audit of the Contractor and charge the cost of completing the audit to the Contractor.

2. Charge the Contractor for all loss of Federal or State aid or for penalties assessed to the Agency because the Contractor did not submit a complete audit report within the required time frame.

3. Disallow the cost of audits that do not meet these standards.

4. Withhold payment, cancel the contract, or take other actions deemed by the Agency to be necessary to protect the Agency's interests.

5. Require modified monitoring and/or reporting provision.

6. Assess financial sanctions or penalties.

G. Requests to waive the audit requirement must be submitted to the Agency in writing. The request must state reason for audit waiver and suggest an alternate method of monitoring program funding.

These requests will be reviewed by the Agency. When the request is considered to be reasonable, the Agency will forward the request for authorization to the State Strategic Finance Regional Office. *Requests for audit waivers after the contract is signed will be entertained in exceptional situations only.*

XXII. ALLOWABLE COSTS

The Agency will make payments for costs that are consistence with the Department of Children and Families and/or the Department of Health Services Allowable Cost Policy Manual and Federal Allowable cost policies. Program expenditures and descriptions of allowable costs are further described in 2 CFR Part 225 and Part 230 or the program policy manual. See office of Management and Budget website for lings to Code of Federal Regulations.
(CFR) sections: http:/www.whitehouse.gov/omb/information-for-agencies/circulars

XXIII. RESERVES

The Contractor may retain a reserve or profit of funds, consistent with Wis.Stats.49.34(5m) that will occur with the reconciliation at the end of the Contract period. Calculation of the annual surplus amounts and the portion of surplus that the Contractor may retain in a year will be based on the Department of Children and Families and/or the Department of Health Services Allowable Cost Policy Manual.

XXIV. EXCESS / OVERPAYMENTS

The Contractor will return to the Agency any funds paid in excess of the allowable costs of services provided under this Contract within thirty (30) days of notification by the Agency. If the Contractor fails to return funds paid in excess of the allowable costs of the services provided, the Department of Children and Families and/or the Department of Health Services may recover an funds paid in excess of the allowable cost of the services

provided. Funds in excess of this Contract may be recovered from subsequent payments or may recover such funds by any legal means.

XXV. AFFIRMATIVE ACTION/CIVIL RIGHTS COMPLIANCE

A. Contractor shall comply with the requirements of the current Civil Rights Compliance (CRC) Plan, which is online at http://www.dhs.wisconsin.gov/civilrights/CRC/requirements.htm.

Upon execution of this contract, Contractors that have more than fifty (50) employees and receive more than fifty thousand dollars ($50,000.00) must develop and attach a Civil Rights Compliance Plan to this contract. Contractors that have less than fifty (50) employees or receive less than a total of fifty thousand dollars ($50,000) must develop and attach a Letter of Assurance to this contract. If an approved plan has been received during the previous calendar year, a plan update is acceptable. The plan may cover a four (4) year period.

XXVI. INDEMNITY AND INSURANCE

A. Contractor agrees that it will at all times during the existence of this contract indemnify Agency against any and all loss, damages, and costs or expenses which Agency may sustain, incur, or be required to pay by reason of any eligible client's suffering, personal injury, death or property loss resulting from participating in or receiving the care and services to be furnished by the Contractor under this contract; however, the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by Agency.

B. In order to protect itself and Agency, its officers, boards, commissions, agencies, employees and representatives under the indemnity provisions of this contract, 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 service being provided are professional services).* The policy or policies shall be issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Office of the Commissioner of Insurance, with liability coverage provided for therein in the following amounts: comprehensive general liability of at least $1,000,000.00 CSL (Combined Single Limits) and auto liability of at least $500,000 CSL. Coverage afforded shall apply as primary. If Contractor receives any claim or legal process based on an act, error or omission related to services rendered under the terms of this Contract, or has reason to believe a demand for damages may be made, Contractor shall immediately notify Agency.

C. Agency shall be given ten (10) days advance notice of cancellation or non-renewal. Upon execution of this contract, Contractor shall furnish Agency with a certificate of insurance listing Agency as an additional insured and, upon request, certified copies of the required insurance policies.

D. If Contractor's insurance is underwritten on a Claims-Made basis, the retroactive date shall be prior to or coincide with the date of this contract, the Certificate of Insurance shall state that coverage in Claims-Made and indicate the retroactive date, Contractor shall maintain coverage for the duration of this Contract and for two years following the completion of this contract.

1. Contractor shall furnish Agency, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage.
2. It is further agreed that Contractor shall furnish the Agency with a Thirty, (30) day notice of aggregate erosion, in advance of the retroactive date, cancellation or renewal.
3. It is also agreed that on Claims-Made policies, either Contractor or Agency may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by Contractor.

E. In the event any action, suit or other proceeding is brought against Agency upon any matter herein indemnified against, Agency shall give reasonable notice by registered mail to the Contractor and shall cooperate with Contractor's attorneys in the defense of the actions, suit or other proceeding.

F. Contractor shall furnish evidence of adequate Worker's Compensation Insurance.

XXVII. EQUIPMENT USAGE

Equipment provided by Sauk County Department of Human Services is the property of Sauk County Department of Human Services. Upon termination of the Contractors employee using the equipment, or termination of the contract between Sauk County DHS and the said Contractor, the equipment must be returned within (5) five working days. If the equipment is damaged or not returned, the Contractor will be held responsible for the replacement cost of the equipment. Sauk County may withhold from future payments the replacement cost of the said equipment or take any other necessary action.

XXVIII. INDEPENDENT CONTRACTOR

Nothing in this contract shall create a partnership or joint venture between the Agency and the Contractor. The Contractor is at all times acting as an independent contractor and is in no sense an employee, agent or volunteer of the Agency.

XXIX. RENEGOTIATION BY EITHER PARTY

This contract or any part thereof may be renegotiated in the case of 1) increased or decreased volume of services; 2) changes required by federal or state laws or regulations or court action; or, 3) monies available affecting the substance of this contract.

XXX. CONTRACT REVISIONS AND/OR TERMINATIONS

A. Failure to comply with any part of this contract may be considered cause for revision, suspension, or termination of this contract.

B. Revisions of this contract must be agreed to by Agency and Contractor by an addendum signed by the authorized representatives of both parties.

C. Contractor shall notify Agency whenever it is unable to provide the required quality or quantity of services. Upon such notification, Agency and Contractor shall determine whether such inability will require a revision or suspension or termination of this contract.

D. Either party may terminate this contract by a thirty (30) day written notice to the other party.

Upon termination, the Agency's liability shall be limited to the costs incurred by the Contractor up to the date of termination. If the Agency terminates the contract for reasons other than non-performance by the Contractor, the Agency may compensate the Contractor for its actual allowable costs in an amount determined by mutual contract of both parties. If the Agency terminates the contract for the Contractor's breach, the Contractor may be liable for any additional costs the Agency incurs for replacement services.

XXXI. RESOLUTION OF DISPUTES

The Contractor may appeal decisions of the Agency in accordance with the terms and conditions of the contract and Sauk Co. Code ch. 33.

XXXII. CONTROLLING LAW AND REVENUE

It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Sauk County Circuit Court.

XXXIII. LIMITATIONS OF AGREEMENT

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