



SAUK COUNTY HEALTH DEPARTMENT

505 Broadway Street Telephone: (608) 355-4302/ 355-3290
Baraboo, WI 53913 Fax: (608) 355-4329

CONTRACT FOR PURCHASE OF SERVICE FOR BREASTFEEDING PEER COUNSELOR

I. PARTIES

This contract (hereinafter referred to as the “Agreement”) made and entered into this 24th day of August, 2022, by and between Sauk County Health Department (hereinafter referred to as Purchaser) and Mersy Cubillos Ulloa (hereinafter referred to as Provider).

In consideration of mutual covenants contained herein, it is hereby agreed as follows:

II. CONTACT PERSONS AND CONTRACT ADMINISTRATORS

The Contract Administrator is the person assigned to be responsible for the administration of this contract. The Contract Administrator for the Purchaser is the Public Health Director, or his or her assignee, whose principal business address is 505 Broadway Street, Baraboo, WI 53913. The Contract Administrator for the Provider is Mersy Cubillos Ulloa, whose principal business address is 153 Fieldstone Dr, Apt 305, Wisconsin Dells, WI, 53965.

III. STANDARD PROGRAM TO BE PROVIDED

Purchaser agrees to purchase and Provider agrees to provide Breastfeeding Peer Counseling services to the Sauk County WIC Program between August 24, 2022 and December 31, 2022. The Provider shall perform the duties as follows:

1. Attend breastfeeding training classes to become a peer counselor.
2. Counsel WIC pregnant and breastfeeding mothers by telephone, home visits, and/or hospital visits at scheduled intervals determined by the local WIC program.
3. Counsel women in the WIC clinic upon request.
4. Receive a caseload of WIC clients and make routine periodic contacts with all clients assigned.
5. Give basic breastfeeding information and support to new mothers, including telling them about the benefits of breastfeeding, overcoming common barriers, and getting a good start with breastfeeding. Help mothers prevent and handle common breastfeeding concerns.
6. Be available outside usual 8:00am to 5:00pm CST working hours to new mothers who are having breastfeeding problems.
7. Respect each client by keeping her information strictly confidential.
8. Keep accurate records of all contacts made with WIC clients.
9. Refer mothers, according to clinic-established protocols, to: WIC nutritionist or breastfeeding coordinator, Lactation consultant, and/or Social service agencies.
10. Attend and assist with breastfeeding support groups.
11. Attend monthly staff meetings and breastfeeding conferences/workshops

- as appropriate.
12. Read assigned books and materials on breastfeeding provided by the supervisor.
 13. Assist WIC staff in promoting breastfeeding peer counseling through special projects and duties as assigned.

IV. PAYMENT FOR STANDARD PROGRAMS

Provider shall provide the services set forth in Section III above. As compensation for such services for the WIC program, Purchaser shall pay the Provider the sum of \$20.00 per hour as services are rendered. Compensation shall be paid for time actually worked. Provider shall be paid for a minimum of two hours when the Provider offer services outside of their principal business address. When Provider offers breastfeeding services at the Provider's principal business address the two hour minimum compensation does not apply for services. Provider will be reimbursed for mileage to home visits with WIC clients. Purchaser agrees to pay the same mileage reimbursement rate as that paid by the Sauk County Public Health Department to its employees. Purchaser agrees to supply the Provider with a mobile phone to make calls to clients. The phone provided by the purchaser shall only be used for WIC business. The Purchaser agrees to pay for all phone calls for WIC business. Provider shall invoice the Purchaser monthly for actual, verifiable, and billable services and costs. The Purchaser will pay all charges within forty five days of receipt of an undisputed invoice.

The Purchaser further agrees to provide payment for continuing education, including mileage, needed for a peer counselor if the budget for the WIC program allows and the continuing education is approved by the Sauk County WIC Director. The State WIC Program requires Local WIC Programs (Sauk County WIC Program) to provide continuing education to all staff including contracted employees who provide services to WIC participants

V. RENEGOTIATION

This Agreement or any part hereof shall be renegotiated in the case of 1) changes required by Federal or State Law or regulations or court action; or 2) a reduction or cessation of funds affecting the substance of this Agreement. If either party refuses to renegotiate in such a situation the agreement may be terminated as provided in Section 11 below.

VI. REPORTING

Provider shall comply with all reporting requirements of Purchaser. All contacts made by Provider to clients will be documented on a weekly time log and documented in the WIC computer system.

The time spent providing each service will be documented on the monthly time log by the Provider to assure payment for all services provided.

VII. PROVIDER RESPONSIBILITIES

Provider agrees to meet State and Federal services standards and applicable state licensure and certification requirements as expressed by State and Federal rules and regulations applicable to the services covered by this Agreement.

Provider agrees to indemnify, defend and hold harmless Sauk County and Sauk County's employees, directors, officers, agents or other members of its workforce from any costs, damages, expenses, judgments, losses, and attorneys' fees arising from any acts, omissions, or negligence of Provider in the performance of this Agreement.

VIII. ELIGIBILITY STANDARDS FOR RECIPIENTS OF SERVICE

Provider and Purchaser understand and agree that the eligibility of individuals to receive the Standard Programs to be purchased under this Agreement from Provider will be determined by Purchaser.

VIV. RECORDS

Provider shall maintain such records and financial statements as required by State and Federal laws, rules and regulations.

Provider will allow inspection of records and programs by representatives of Purchaser the Department of Health and Social Services and its authorized agents, and Federal agencies, in order to confirm Provider's compliance with the specifications of this Agreement, insofar as permitted by State and Federal law.

The use or disclosure of any information concerning eligible clients receiving services from Provider for any purpose not connected with the administration of Provider's or Purchaser's responsibilities under this Agreement is prohibited except with the informed, written consent of the eligible client or the client's legal guardian.

The Provider agrees to sign and comply with the Privacy Rule Business Associate Agreement (BAA) attached hereto, and incorporated by reference.

X. DISCRIMINATION

In connection with the performance of work under this Agreement, the Provider agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, sexual orientation, developmental disability as defined in Wis. Stats. § 51.01(5), or national origin. This provision shall include, but is not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Provider agrees to post in a conspicuous place available for employees and applicants for employment, notices to be provided by the Purchaser's Contract Administrator setting forth the provisions of the nondiscrimination clause.

XI. CONTRACT REVISION AND/OR TERMINATION

Failure to comply with any part of this Agreement may at Purchasers discretion be considered cause for revision, suspension or termination.

Any revision of this Agreement shall be agreed to by Purchaser and Provider by an addendum signed by the authorized representatives of both parties.

Provider shall notify Purchaser in the event it is unable to provide the required quality or quantity of services. Upon such notification, Purchaser and Provider shall determine whether such inability shall require a revision or cancellation of this Agreement.

If Purchaser finds it necessary to terminate the Agreement prior to the Agreement expiration date for reasons other than nonperformance by the Provider, actual costs incurred by the Provider within 30 days of notice of such termination, shall be reimbursed for an amount determined by mutual agreement of both parties.

This Agreement can be terminated by a 30 day written notice by either party without cause.

Provider shall be entitled to receive compensation earned and pursuant to section IV related to services performed prior to notice of termination.

XII. CONDITIONS OF THE PARTIES OBLIGATIONS

This Agreement is contingent upon approval by Sauk County Health Department Health Officer and any other competent authority in accordance with Wisconsin and United States laws and any material amendment or repeal of the same affecting relevant funding or authority of the Department of Health and Social Services shall serve to terminate this Agreement, except as further agreed to by the parties hereto.

Nothing contained in this Agreement shall be construed to supersede the lawful powers or duties of either party. It is understood and agreed that the entire Agreement between the parties is contained herein, except for those matters incorporated herein by reference, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.

Purchaser shall be notified in writing of all complaints filed in writing against the Provider. Purchaser shall inform the Provider in writing of the resolution of the complaint.

During the term of this Agreement, PROVIDER shall, at PROVIDER's sole cost, maintain the following insurance:

Comprehensive General Liability Limits: \$1,000,000 bodily injury/ property damage.

Excess Umbrella Liability Limits:
\$1,000,000.

Certificates of insurance are required for all policies. The Certificate of General Liability Insurance & Excess Umbrella Liability shall name the County as an additional insured on the policy and must require that a thirty (30) day cancellation notice be given to the

County. An updated copy of the Certificate must be provided anytime a change is made to any policy.

The effective date of this Agreement shall be the date of the last signature.

The same degree of care, skill, and diligence shall be exercised in the performance of this agreement as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances.

The warranties, representations and covenants of this Agreement shall survive completion of the Services under this agreement or any termination of this Agreement.

Neither party shall be considered in default of this Agreement or any Task Order for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions, floods, earthquakes, fire, pandemics, epidemics, war, riots, and other civil disturbances, strikes, lockouts, work slowdowns, and other labor disturbances, sabotage, judicial restraint, and delay in or inability to procure permits, licenses or authorizations from any local, state or federal agency for any of the supplies, materials, accesses, or services required to be provided by either party under this Agreement or any Task Order. The nonperforming party shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances.

Any legal notice required by this Agreement shall be made in writing to the address specified below:

County: Sauk County Clerk
 505 Broadway
 Baraboo, WI 53913

With a copy to: Joyce Smidl
 Sauk County Public Health Dept.
 505 Broadway
 Baraboo, WI 53913

Provider: Mersy Cubillos Ulloa
 153 Fieldstone Drive Apt 305
 Wisconsin Dells, WI 53965

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the parties.

In the event of a breach of this contract by PROVIDER, COUNTY may, in its sole discretion, declare this contract to be terminated. Upon such termination, COUNTY shall provide written notice to the other party within a reasonable amount of time. This right shall be in addition to any and all other rights and remedies hereunder and at law or in equity. Exercise of this right shall not constitute a waiver of any other rights or remedies hereunder or at law or in equity.

A waiver by either of the parties of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

The parties each bind themselves and their successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, the partners, in the case of an LLC its members, to the other party to this Agreement and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

This agreement is the product of negotiations between the parties and was either reached with the advice of legal counsel or the opportunity to obtain legal counsel, and shall not be construed against either party.

This contract may be executed in multiple originals, each of which together shall constitute a single agreement.

The parties agree that in this contract, captions are used for convenience only and shall not be used in interpreting or construing this contract.

It is agreed by the parties that nothing in this contract, including but not limited to indemnification and hold harmless clauses, shall in any way constitute a waiver on the part of the County of any immunity, liability limitation or other protection available to the County under any applicable statute or other law. To the extent that any provision of this contract is found by any court of competent jurisdiction to conflict with any such legal protection, then whichever protections, either statutory or contractual, provide a greater benefit to the County shall apply unless the County elects otherwise.

PROVIDER understands and agrees that, because County is a party to this contract, provisions of the Wisconsin Open Records Law and other laws relating to public records may apply to records kept by PROVIDER and/or the County. PROVIDER agrees to fully comply with such laws, and to cooperate with County in its compliance with such laws. Cooperation shall include, but not be limited to, the provision of records, or copies of records to County or others upon the request of county. Compliance and cooperation of PROVIDER shall be at its sole cost and expense.

This contract represents the entire and integrated contract between the parties. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this contract.

Nothing in, or done pursuant to, this contract shall be construed to create the relationship of employer and employee, principal and agent, partners, or a joint venture between County and PROVIDER. This contract does not create an employee/employer relationship between the parties. It is the parties' intention that the PROVIDER will be an independent contractor and not the County's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the state

revenue and taxation law, the state workers' compensation law and the state unemployment insurance law. This contract shall not be construed as creating any joint employment relationship between the PROVIDER and the County, and the County will not be liable for any obligation incurred by PROVIDER including but not limited to unpaid minimum wages, overtime premiums, unemployment insurance benefits, worker's compensation benefits, health insurance, health benefits, disability benefits, or retirement benefits. Contractor is not entitled to receive any benefits from County or to participate in any County benefit plan.

This contract shall be construed and interpreted in accordance with the laws of the State of Wisconsin, without giving effect to any choice or conflict of laws provision or rule, whether of the State of Wisconsin or any other jurisdiction that would cause the application of laws of any jurisdiction other than those of the State of Wisconsin. The parties hereby irrevocably submit to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this contract. The parties further agree that the venue for any legal proceedings related to this contract shall be Sauk County, Wisconsin. The foregoing shall not be construed to limit the rights of a party to enforce a judgment or order of the above court in any other jurisdictions.

PROVIDER warrants and represents that it is sufficiently experienced and competent to provide, perform and complete all services in full compliance with and as required by or pursuant to this contract. PROVIDER represents and warrants that it is financially solvent, and has the financial resources necessary to provide, perform and complete the duties and functions in full compliance with and as required by this contract. Contractor shall provide, perform and complete all services contemplated by this contract in an expeditious and proper.

The parties agree to comply with all applicable Federal, State and local codes, regulations, standards, ordinances, and other laws.

It is agreed by the parties that either party or both may, by email, provide the other party with a copy of this contract, in PDF form or otherwise, showing the signatures of, or on behalf of the sending party, with such signatures being as binding as original signatures, regardless of whether the other party signs in the same fashion, or by using original ink signatures. For the purposes of this section, "signatures" may be original written signatures, photocopies of signatures, or signatures added to a contract or through the addition by a signing party of a typed or electronically added signature.

This Agreement shall be governed by the laws of the State of Wisconsin, and venue for any legal action between the parties shall be in the Sauk County Circuit Court. The vendor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this Agreement, and which in any manner affect the work or its conduct.

Roxana Cubillosu

08-31-22

Provider's Authorized Representative
Title: Breastfeeding Peer Counselor

Date

Purchaser's Authorized Representative
Title: Administrator

Date