WIC PROGRAM

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

AGREEMENT FOR PURCHASE OF SERVICE

INTERPRETER SERVICES

THIS AGREEMENT, made and entered into by and between the **COUNTY OF SAUK**, a Wisconsin unit of county government and a municipal quasi-corporation, with its seat of government at 505 Broadway, Baraboo, Wisconsin (hereinafter "County"), and Truxie J. Boyce, whose principal place of business is located at PO Box 334, Baraboo, WI 53913 Wisconsin (hereinafter "Provider");

WHEREAS, the County Public Health Department provides health services to county residents and nonresidents within the boundaries of the County; and,

WHEREAS, not all of the clients so served by the County speak English as a native language or with the necessary fluency to understand or knowingly participate in receiving health services; and,

WHEREAS, the County is desirous of obtaining interpreter services to assist clients who do not speak nor read the English language; and,

WHEREAS, the Provider is in the business of providing such services.

NOW, THEREFORE, in consideration of the above premises and mutual covenants of the parties hereto, the County and Provider do agree as follows:

Article 1. TERM.

1.1 The Term of this Agreement shall be from January 1, 2023, until December 31, 2023. If this Agreement is executed on a date after January 1, 2022, the term shall run from the later date by which both Parties shall have executed by signing this Agreement, until December 31, 2023.

Article 2. SCOPE OF WORK TO BE PERFORMED.

2.1 Provider agrees to provide services as an interpreter of English into Spanish, for clients of the County who cannot speak, hear, or read English.

2.2 Provider shall provide interpreter services for both spoken and written material.

2.2.1 Provide accurate spoken and/or sign language interpretation during client sessions.

2.2.2 Provide translation of written materials provided to clients

2.3 Provider agrees to provide interpreter services on an "as needed" basis, during the term of this agreement.

2.4 Provider shall provide services for the County Health Department, including, but not limited to, the WIC program and the Immunization program.

Article 3. COMPENSATION AND PAYMENT.

3.1 As compensation for services, County shall pay the Provider the sum of twenty-two dollars, and eighty-seven cents ($22.87) per hour for services provided under this Agreement.

3.2 Compensation shall be paid for time actually worked. Provider shall be paid for a minimum of two hours of work when requested by County to provide services hereunder.

3.3 The Health Department further agrees to provide payment for continuing education and expenses to attend the continuing education, including mileage, lodging and meals, if a required training for a WIC interpreter. All continuing education needs approval by the local WIC Director and the local WIC budget must have available funds to attend the training. 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.

Article 4. RENEGOTIATION.

4.1 This agreement or any part hereof shall be renegotiated in the case of:

4.1.1 changes required by Federal or State law, regulations or court action;

4.1.2 a reduction in or cessation of funding affecting the substance of this agreement.

Article 5. ELIGIBILITY STANDARDS FOR RECIPIENTS OF SERVICE.

5.1 Provider and County understand and agree that the standards of eligibility for individuals to receive services pursuant to this Agreement shall be determined by County.

Article 6. AGREEMENT REVISION OR TERMINATION.

6.1 Failure to comply with any part of this agreement may, at County's discretion, be considered cause for revision, suspension or termination.

6.2 Any revision of this agreement shall be mutually agreed to by County and Provider, and evidenced by an addendum signed by the authorized representative of each party and attached hereto.

6.3 Provider shall immediately notify County in the event Provider is unable to provide the required services. Upon such notification, County and Provider shall determine whether such inability shall require a revision or cancellation of this agreement.

6.4 This agreement may be terminated by either party upon thirty (30) days written notice to the other party.

6.5 Provider shall be entitled to receive all compensation earned pursuant to Article 3 related to services performed prior to notice of termination.

Article 7. CONTINGENCIES AND CONDITIONS.

7.1 This agreement is contingent upon all necessary approvals by competent authority in accordance with Wisconsin and United States laws.

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

7.3 It is understood and agreed that the entire agreement between the parties is contained herein, except for those matters incorporated herein by reference or attached hereto as an amendment or addendum, and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof.

7.4 County shall be notified in writing of all complaints filed in writing against the Provider. County shall inform the Provider in writing of the County's resolution of the complaint.

7.5 The interpreter agrees to comply with all aspects of the Code of Ethics attached hereto, and incorporated by reference.

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

Article 8. NONDISCRIMINATION.

8.1 County is committed to equal employment opportunity and is obligated not to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age or physical or mental disability in regard to any position for which qualified. Provider is hereby advised that as a contractor, subcontractor, vendor or lessee of County, Provider may be subject to Executive Order 11246, as amended, and Section 503 of the Rehabilitation Act, as amended. If covered, acceptance of this contract, agreement or purchase order shall constitute agreement that Provider will not discriminate against any employee or applicant based upon national origin, age or physical or mental disability in regard to any position for which qualified, and that Provider will comply with other specific requirements of these laws. In the event of noncompliance with this nondiscrimination clause, this contract, agreement or purchase order may be canceled, terminated, or suspended in whole or in part and Provider may be declared ineligible for further contracts, agreements or purchase orders.

Article 9. INDEPENDENT CONTRACTOR

9.1 Nothing in this Contract shall create a partnership or joint venture between the County and the Provider. The Provider is at all times acting as an independent contractor and is in no sense an employee, agent tor volunteer of the County.

Article 10. CONTACT PERSONS AND AGREEMENT ADMINISTRATORS.

10.1 County's agent responsible for administration of this agreement will be the Director of Public Health, whose principal business address is 505 Broadway, Baraboo, WI 53913. Provider's representative responsible for administration of Provider's responsibilities will be Truxie J. Boyce. In the event that either party's agent is unable to administer this agreement, that party shall contact the other and designate a new administrator.

IN WITNESS WHEREOF the parties have executed or caused this agreement to be executed by their duly authorized officers on the date indicated below.

Name: Truxie Boyce Date 1/12/2023
Title: Truxie Boyce

Name: [illegible] Date 1/5/23
Title: Administrator

s:\ccounsel\40\40interpreter7con.lwp