



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 1st day of January 2024, by and between Sauk County Health Department (hereinafter referred to as Purchaser) and Kylee Lange (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 Kylee Lange, whose principal business address is 235 South Willow Road, Reedsburg, WI 53959.

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 January 1, 2024, and December 31, 2024. 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 \$21.52 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 Provider agrees to strictly use the mobile phone 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 Purchaser's 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.

Provider agrees that 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 or volunteer of the County. Provider agrees that before services begin a caregiver background check may be completed by Purchaser at its discretion.

Provider shall maintain commercially reasonable levels of insurance throughout the term of this Agreement.

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.

Kylee Lange

1/29/2024

Provider's Authorized Representative
Title: Breastfeeding Peer Counselor

Date

Purchaser's Authorized Representative
Title: Administrator

Date