

02/24/21

**SAUK COUNTY DEPARTMENT OF HUMAN SERVICES  
PERSONAL SERVICES CONTRACT**

FOR GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY OF WHICH  
IS HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. **PARTIES.**

This contract is entered into between William J. Swift M.D., hereafter referred to as **Provider**, and Sauk County Department of Human Services, hereafter referred to as the **Department**.

2. **TERM.**

This contract shall run from January 1, 2021 until December 31, 2021 inclusive.

3. **PROVIDER.**

The Provider agrees as follows:

- A. All services shall be provided by a medical or osteopathic doctor who is also a licensed psychiatrist, licensed to practice in the state of Wisconsin. In addition, the licensed Psychiatrist shall be certified as a Medical Assistance provider during the term of this contract.
- B. All services provided shall conform to the accepted professional and ethical standards of the practice of their profession. Provider shall comply with all state and federal laws, rules and regulations. Provider shall also meet all Department standards for quality of care and services provided.
- C. Provider's primary responsibility shall be the providing of psychiatric services to patients of the Department, including psychiatric evaluations. Provider shall be responsible for the supervision of patient treatment plans.
- D. Provider shall be available to staff and other county personnel for consultation, as determined by need.
- E. Provider shall be responsible for signing insurance claims for billable services provided in those cases in which Provider is also the treating provider.

- F. Provider will provide an average of eight (8) hours of work per day in the clinic and shall not exceed four hundred and eighty (480) hours during the term of the contract without written authorization. Hours will be based on five (5) days per month.
- G. Provider shall provide psychiatric services for forty (40) hours per month. Scheduling of services shall be established in collaboration with the agency during the term of this contract.
- H. Provider shall comply with all accounting and documentation requirements as specified by applicable federal and state statutes, rules and regulations, in a timely manner.
- I. Provider shall comply with the administrative policies, procedures and directives of the Department, in consultation with the Department's Director, and shall comply with and adhere to the clinical policies, procedures and directives of the Department.
- J. For the purposes of this Agreement, Provider shall operate as and be considered an independent contractor and not as an employee of Sauk County.
- K. Provider agrees to comply with all pertinent federal and state statutes, rules, regulations, and county ordinances related to data and information systems compliance and confidentiality of information, including all federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

4. **COMPENSATION.**

- A. The Provider shall be compensated at the rate of one hundred seventy-five (\$175.00) dollars per hour for actual hours of service provided to the Department.
- B. This contract provides no fringe benefits.
- C. This contract may not exceed eighty-four thousand (\$84,000.00) dollars unless by written authorization from the Department's Director or his designated representative.
- D. Payment for services shall be two times per month, based on hours recorded and submitted on a weekly timesheet.

5. **INSURANCE.**

- A. Provider shall be responsible for providing his/her own professional liability insurance and general liability insurance policy in the amount of \$1,000,000.00 dollars single limit and \$3,000,000.00 dollars annual aggregate coverage. The policy shall be issued by a company authorized to provide insurance in the State of Wisconsin, and Provider shall provide written verification of the existence of such insurance. The preferred method of supplying such verification is by Certificate of Insurance.
- B. To the fullest extent permitted by law, Provider shall indemnify, hold harmless and defend Department, its boards, commissions, agencies, officers, agents, volunteers, employees and representatives against any and all liability, claims, losses (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses (including, but not limited to, court costs, as well as fees and charges of attorney(s)) which Department, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of Provider furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, claims, damages, losses, charges, costs, or expenses caused by or arising from the acts or omissions of Department, its agencies, boards, commissions, officers, agents, volunteers, employees or representatives. The obligations of Provider under the paragraph shall apply to liability, claims, losses, damages, costs or expenses arising from any aspect of Provider's policies or practices, because, except as otherwise provided herein, it is understood that Department assumes no control over Provider's business operations, methods or procedures. Department reserves the right, but not the obligation, to participate in defense without relieving Provider of any obligation under this paragraph. The obligations of Provider under this paragraph shall survive the expiration or termination of this Agreement.

6. Provider agrees to complete a caregiver background check including the Background Information Disclosure (BID) form and provide results (printed) to the Department.

7. **PUBLIC HEALTH STANDARDS.**

- A. The Provider will follow applicable public health guidelines to provide safe services and a safe workplace. In addition, by signing this Agreement, the Provider acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk that Provider 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.



- B. The Provider further acknowledges and Provider is assuming all of the foregoing risks and accepts sole responsibility for any injury, including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense or any kind, that Provider may experience or incur in connection with providing services. Provider 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. Provider 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.

8. **TELECOMMUTING.**

Sauk County DHS and Provider agree that due to the current Pandemic, appointments for consumers may be conducted via telehealth from a location other than the Reedsburg or Baraboo Offices. Once the Pandemic has subsided and it is safe for in office face to face appointments, Provider will return to the Baraboo and/or Reedsburg office for in person consumer appointments. Telehealth via telecommuting will continue to be an option on a limited basis. The hours and schedule for telecommuting will be approved by the MHRS, ISP and CSP Managers. A telecommuting agreement will be signed by the contractor.

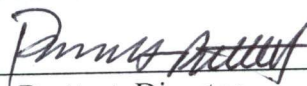
9. **EQUIPMENT USAGE.**

Equipment provided by Sauk County Department of Human Services is the property of Sauk County Department of Human Services. Upon termination of the contract between Sauk County DHS and the said Provider, the equipment must be returned within (5) five working days. If the equipment is damaged or not returned, the Provider 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.

10. **TERMINATION.**

- A. This contract may be terminated by either party with ninety (90) days written notice to the other party.
- B. The Department retains the right to terminate this contract for cause upon written notification to the Provider of the reasons for such termination. Any amounts of compensation under this termination clause are limited to the amounts due for work that has actually been performed.

SAUK COUNTY DEPARTMENT OF  
HUMAN SERVICES

By:   
Dan Brattset, Director

Date: 2/17/21

PROVIDER



Date: 02/24/21