# AGREEMENT FOR MEDICAL ADVISOR SERVICES

**FOR THE SAUK COUNTY DEPARTMENT OF PUBLIC HEALTH**

THIS AGREEMENT FOR MEDICAL ADVISOR SERVICES FOR THE SAUK COUNTY DEPARTMENT OF PUBLIC HEALTH (the “Agreement”) is entered into as of February \_\_\_\_\_\_, 2022, with an effective date of March 1, 2022 (the “Effective Date”) by and between Amy DeLong, MD (“Physician”) and the Sauk County (the “County”) Department of Public Health (“SCPH”). The Physician and SCPH may be referred to singularly as a “Party” or collectively as the “Parties”.

The Parties agree that this Agreement will continue for one (1) year following the Effective Date, but is renewable for successive one-year terms thereafter with the mutual consent of both Parties. The Agreement may be terminated by either Party with 60 days’ written notice to the other Party.

SCPH hereby appoints Dr. Amy DeLong to serve as the Medical Advisor of SCPH. Both Parties agree to the following:

* 1. Physician shall serve in an uncompensated, voluntary position.
	2. Nothing in this Agreement shall limit or restrict the Physician's right to serve as medical advisor, or in any other capacity, within another Public Health Department or other entity.
	3. Medical advisors provide formal delegation of medical acts to licensed professional nurses, licensed practical nurses, and lesser skilled assistants where required by Wisconsin Statute, Chapter 448, Medical Practices, and Wisconsin Statute, Chapter 441, Board of Nursing.
	4. Such physicians shall become state agents of the Wisconsin Department of Health Services for the purposes of Wisconsin Statutes s. 165.25 (6), s. 893.82 (3), and s. 895.46 for the services they provide for the programs and services of the SCPH that require medical oversight. The designation of state agent status authorizes the State to provide legal representation to the volunteer medical advisor and to indemnify him or her from liability arising from the medical advisor’s performance of duties. SCPH and the County does not undertake any obligation to indemnify or hold harmless Physician, or any other third party, as part of the obligations agreed to by SCPH and/or the County in this Agreement.
	5. Role, responsibilities, duties, and expectations include:

Develop and authorize medical orders for delegated functions (as detailed Wis. Admin. Code Ch. N 6.03(2) Performance of Delegated Medical Acts) to professional nurses, licensed practical nurses, and lesser skilled assistants employed by the local health department.

Provide consultation, technical assistance, training, and medical advice to the Director/Local Health Officer as set forth in Wis. Stat. § 251.06the SCPH and its staff, and the County Board of Health for the required public health services of communicable diseases surveillance, prevention and control; human health hazard control; the development of health promotion and disease prevention programs, including public health nursing programs and services.

Serve as a liaison in building effective partnerships between SCPH and local medical and health care providers to protect the health and safety of the community.

Review specific clinical policies and procedures for the SCPH when requested.

1. This is a voluntary, uncompensated position.
2. Physician represents and warrants to SCPH that they:

Are and shall at all times during the term of this Agreement remain duly licensed and registered and in good standing under the laws of the State of Wisconsin to engage in the practice of medicine and that said licenses and registrations have not been suspended, revoked or restricted in any manner;

Are not currently under investigation for nor has s/he been convicted of any offense related to the delivery of a health care item or service under any state or federal or private health care benefit program;

Have not been required to pay any civil monetary penalty regarding false, fraudulent, or impermissible claims under, or payments to induce a reduction or limitation of health care services to beneficiaries of, any state, federal, or private health care benefit program;

Have not been excluded from participation in any state, federal or private health care benefit program.

This Agreement shall be governed by the laws of the State of Wisconsin.

SAUK COUNTY HEALTH DEPARTMENT

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 Brent Miller, Sauk County Administrator

Date:

MEDICAL ADVISOR

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Amy DeLong, MD

Date:

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