

**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 Murray Kapell, 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, 2025, until March 6, 2025, 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 on Thursdays in the clinic and shall not exceed eighty (80) hours during the term of the contract. Hours will be based on one (1) day per week. Provider shall not exceed said number of hours without written consent. Scheduling of services shall be established in collaboration with the agency during the term of this contract.
- G. Provider shall comply with all accounting and documentation requirements as specified by applicable federal and state statutes, rules, and regulations, in a timely manner.
- H. 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.
- I. For the purposes of this Agreement, Provider shall operate as and be considered an independent contractor and not as an employee of Sauk County.
- J. 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).
- K. Provider shall submit documentation for the prior month by the 10th of the following month. Failure to comply could result in payment for services to be withheld until documentation is appropriately completed.

4. COMPENSATION.

- A. The Provider shall be compensated at the rate of \$225.00 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 \$18,000.00 dollars unless by written authorization from the Department's Director.
- 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. 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 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.

8. **TELECOMMUTING.**

Sauk County DHS and Provider agree that, when necessary, some appointments for consumers may be conducted via telehealth from a location other than the Reedsburg or Baraboo Offices. 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. **RELATIONSHIP OF PARTIES.**

Nothing in, or done pursuant to, this contract shall be construed to create the relationship of employer and employee, principal and agent, partners, or joint venture between the County and Murray Kapell, M.D. This contract does not create an employee/employer relationship between parties. It is the parties' intention that Murray Kapell, M.D. 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 worker's compensation law and the state unemployment insurance law. This contract shall not be construed as creating any joint employment relationship between Murray Kapell, M.D, and the County, and the County will not be liable for any obligation incurred by Murray Kapell, M.D, including but not limited to minimum wages, overtime premiums, unemployment insurance benefits, health insurance, health benefits, disability benefits, or retirement benefits. Contract is not entitled to receive any benefits from County or to participate in any County benefit plan.

11. **TERMINATION.**

A. This contract may be terminated by either party with sixty (60) 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.

Department: Signed by:
Jessica Mijal
ACF4125B8F1F41A...
Jessica Mijal, Director 2/1/2025
Date:

County: Signed by:
Lisa Wilson
739A5DE0A6634BF...
Lisa Wilson, Administrator 2/2/2025
Date:

Provider: Signed by:
Murray Kapell, M.D.
C8134306AFFF41E...
Murray Kapell, M.D. 2/2/2025
Date: