

ADDICTION MEDICINE CONSULTING SERVICES AGREEMENT

THIS ADDICTION MEDICINE CONSULTING SERVICES AGREEMENT (the "Agreement") is made and entered into as of this February 15, 2018 (the "Effective Date") by and between Behavioral Health Services of Racine County/Human Services Department ("BHS") and Wheaton Franciscan Medical Group, Inc., part of Ascension Medical Group – Wisconsin ("AMG").

RECITALS

WHEREAS, AMG employs David Galbis-Reig, M.D. a licensed Psychiatrist ("Physician"), to provide addiction medicine services to individuals in the greater Racine area; and

WHEREAS, BHS requires the services and expertise of a Physician to serve as a consultant to the mental health and substance abuse program; and

WHEREAS, AMG agrees to make the services of a Physician available to BHS so that he may serve as a consultant under the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual provisions contained herein, and other good and valuable consideration, the sufficiency of which is mutually acknowledged, it is agreed as follows:

AGREEMENT

1. Provision of Addiction Medicine Consulting Services.

- 1.1 Provision of Addiction Medicine Consulting Services. Physician shall provide approximately 1.5 to 2 hours of consulting services to the mental health program of BHS per week. Such addiction medicine consulting services shall include those services identified on Exhibit A attached hereto (the "Services").
- 1.2 Compliance. All Services provided under this shall comply with the Medicare Conditions of Participation and state and local law and regulations.
- 1.3 Standards of Performance. Physician shall exercise his independent judgment in the provision of Services and shall do all things necessary to provide consultation to BHS staff that result in high-quality cost-effective patient care services. Physician shall provide Services within the limits of his training and expertise. Physician shall comply with all policies and procedures made known to the Physician and adopted from time-to-time by BHS, except to the extent that any such policies and procedures are inconsistent with the terms of this Agreement. Physician shall observe and conform to all Federal and State laws and regulations.
- 1.4 Qualification. Physician represents and warrants that, as of the Effective Date, Physician has obtained, and covenants that all times during the Term, Physician

shall maintain: (i) unlimited license to practice psychiatry in the State of Wisconsin; and (ii) professional liability insurance that meets the requirements of applicable law. Physician shall provide evidence of the qualifications set forth above as reasonably requested by BHS.

2. Compensation

- AMG
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- 2.1 Compensation. In consideration for the Services to be provided by the Physician hereunder and subject to the various terms and conditions set forth herein, BHS shall pay AMG \$275.00 per hour (the "Fee") for such Services.
- 2.2 Invoices. All Fees shall be invoiced to BHS on a monthly basis and such monthly invoices are payable upon receipt. If payment is not received by AMG within thirty (30) days of the invoice date, AMG may, at its option, discontinue providing the Services until payment is received.

3. BHS Obligations. BHS shall provide all facilities, equipment, supplies, non-physician personnel, and other support it deems necessary for Physician to provide the Services.

4. Term and Termination.

- 4.1 Term. The term of this Agreement shall be for one year commencing on the Effective Date (the "Initial Term"). The Agreement shall automatically renew for additional one-year terms, unless terminated by either party sixty (60) days prior to the end of the then-existing term (each a "Renewal Term"). The Initial Term and all Renewal Terms shall be referred to herein as the "Term."
- 4.2 Termination. This Agreement may be terminated as follows:
- a) At any time by the mutual written agreement of the parties;
 - b) By either party for any reason at any time upon sixty (60) days written notice to the other party; or
 - c) By either party upon a material breach by the other party which is not cured within thirty (30) days of written notice to the other party.
- 4.3 Effect of Termination. In the event of the termination of this Agreement pursuant to section 4.1 or 4.2 herein, all obligations of the parties hereto shall cease, except that AMG shall be entitled to the Fees for the Services provided up to the date of termination.

5. Records.

- 5.1 Patient Records. BHS shall be responsible for maintaining all medical records related to the Services provided by BHS staff where Physician has provided consulting services. All clinical documentation, reports and records resulting from the provision of the Services shall be owned and maintained by BHS. Physician

shall maintain the confidentiality of any health information and records in accord with applicable law and regulations.

- 5.2 Time Records. Physician shall maintain a record of his time spent providing services hereunder and shall submit to BHS a record of such time at such frequency and in such format as may reasonably be required by BHS from time to time.

6. Indemnification and Insurance.

- 6.1 Indemnification. Each of the parties to this Agreement (each, and “Indemnifying Party”) shall indemnify and hold harmless the other party, its directors, officers, employees, and shareholders against any losses, claims, damages or liabilities, joint or several (which shall, for all purposes of this Agreement include, but not be limited to, all reasonable costs of defenses and investigation and all attorney’s fees), as a result of any breach of the provisions of this Agreement by the Indemnifying Party or any act or failure to act on the part of the Indemnifying Party, its directors, officers, employees, and shareholders.

- 6.2 Insurance. Each of the parties shall obtain and maintain at all times during the term of this Agreement adequate comprehensive general liability and professional liability insurance coverage protecting it and its employees or agents. During the term of this Agreement, AMG shall include the Physician as an individual whose acts and omissions related to the provision of his duties pursuant to this Agreement are covered by its professional liability insurance policy.

- a. Racine County is self-insured for its worker’s compensation claims. As part of this self-insured plan, resources are budgeted annually in the Racine County General Fund to meet potential losses. Third-party coverage is maintained for individual worker’s compensation claims in excess of \$50,000 for regular claims and includes coverage for claims that involve federal benefits (USL & H and Jones Act). The excess policy provides coverage up to \$1 million in additional available payments per occurrence after the \$50,000 retention has been met. This policy has a \$1 million cap and is administered through Cannon Cochran Management Services, Inc. (CCMSI).
- b. Racine County self insures for public liability and automobile coverage and is subject to the liability limits expressed in Wisconsin State Statutes. The County also carries an excess liability policy through Chartis with a \$1 million retention that covers claims between \$1 million and \$6 million. The County maintains a reserve fund balance in its annual budget and has taxing authority to support any losses within the retention amount and beyond the coverage amount.

7. Miscellaneous Provisions.

- 7.1 Relationship of the Parties. The parties acknowledge and agree that AMG is an independent contractor of BHS. Nothing in this Agreement is intended nor shall be

construed to create a joint venture, partnership, or employment relationship between BHS and AMG, or between BHS and the Physician. AMG shall not represent, and shall ensure that the Physician does not represent, to any third party that AMG or the Physician is an agent or employee of BHS. BHS shall neither have nor exercise control or direction over the manner or method of any professional medical service provided by AMG or the Physician. BHS shall not withhold on behalf of AMG, or in connection with any payment to AMG hereunder, any sums of income tax, unemployment insurance, social security, or any other withholding pursuant to any law or requirement of any governmental body. BHS shall not make available to AMG any of the employee fringe benefits afforded to the employees of BHS. AMG shall be responsible for compensating the Physician and, as the employer of the Physician, shall withhold any and all income taxes and employment taxes as required by law. AMG shall indemnify and hold BHS harmless from any and all loss or liability arising with respect to such payments, withholdings and fringe benefits, if any, that are attributed to the Physician. In the event the Internal Revenue Service should question or challenge the independent contractor status of AMG or the employment classification of the Physician, the parties agree that both BHS and AMG shall have the right to participate in any discussion or negotiation occurring, irrespective of with whom or by whom such negotiations are initiated.

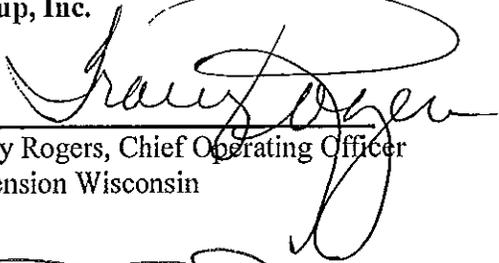
- 7.2 Expenses. Each party hereto shall pay its own expenses incurred in meeting its responsibilities and obligations under this Agreement.
- 7.3 Assignment. AMG may not assign this Agreement or delegate any obligations hereunder without the prior written consent of BHS.
- 7.4 Notices. All notices required to be given, served or delivery to any of the parties hereto shall be sufficient if in writing and sent by certified or registered mail, with proper postage prepaid, to the parties last known addresses.
- 7.5 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.
- 7.6 Entire Agreement. This Agreement contains the entire Agreement of the parties in regard to the subject matter hereof and supersedes all prior discussion, agreements and understandings of every kind between the parties and may be changed only written consent of both parties. The waiver of any breach of any provision of this Agreement shall be effective only in the specific instance and for the specific purpose of which given and shall not be construed as a waiver of any subsequent breach hereof.
- 7.7 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement.

7.8 No Referral Required. Under no circumstances shall this Agreement, either explicitly or implicitly, require or obligate Physician to utilize, arrange for, or recommend any of BHS services. Nothing in this Agreement shall be intended or construed in any manner as an inducement for referrals of patients whatsoever. The compensation provided herein is intended solely to be fair market value compensation for services rendered.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

Wheaton Franciscan Medical
Group, Inc.


Tracy Rogers, Chief Operating Officer
Ascension Wisconsin

~~PHYSICIAN~~

David Galbis-Reig, M.D.

Behavioral Health Services of Racine
County/Human Services Department

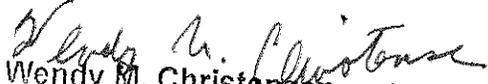
Print Name: _____
Title: _____

REVIEWED BY FINANCE DIRECTOR

 4-11-18
Sign Date

Date 4-13-18
Certified to be correct as to form

By 
Racine County Corporation Counsel


Wendy M. Christensen
Racine County Clerk

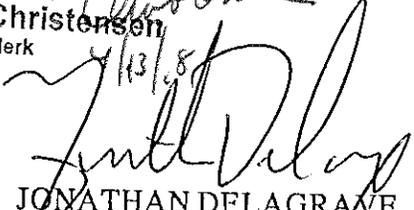

4/13/18
JONATHAN DELAGRAVE
RACINE COUNTY EXECUTIVE

EXHIBIT A

DESCRIPTION OF SERVICES

Responsibilities/ Essential Functions:

- 1) **Direct Services:** On occasion and as mutually agreed upon provide direct clinical care to BHS clients, which may include diagnostic assessment, medication management, and educational / therapeutic groups. When direct service is completed, enter progress notes into each client's case record to document services as required in DHFS 75.03 (15) (a).
- 2) **Medical Consultation:** to include following responsibilities per Chapter DHHFS 75 of the Wisconsin Administrative Code (as cited):
 - Provide diagnosis, review and approve level of care, and review and sign clinical assessment reports for all clients. DHS 75.12(4)(a)3; DHFS 75.13(5)(e)
 - Review and sign all treatment plans DHS 75.03 (13)(a)
 - Participate in multidisciplinary staffing's as needed. Review and sign all staffing reports DHS 75.03(14)(e)
 - Provide medical supervision and clinical consultation to program staff. DHS 75.12(4)(a)3; DHFS 75.13(3)(a)2
 - Review and sign all discharge summaries within thirty (30) days following discharge date. DHS 75.03 (17)(c)(5)
- 3) **Optional Training.** As mutually agreed upon, provide in-service training to program staff on such topics as psychiatric diagnosis, medication effects/ side effects, co-occurring disorders, and other substance abuse treatment issues.