

**PHYSICIAN AGREEMENT**

This agreement made this 1st day of January, 2017, by and between ASHOK SHAH, M.D., S.C. (hereinafter referred to as "PHYSICIAN"), located at Gateway Medical Offices, 3601 – 30<sup>th</sup> Avenue, Suite 102, Kenosha, Wisconsin 53144 and Racine County, Wisconsin on behalf of the Behavioral Health Services of Racine County located at 1717 Taylor Avenue, Racine, Wisconsin 53403, (hereinafter referred to as "COUNTY"). This agreement is to be effective for the period January 1, 2017 through December 31, 2017.

**WITNESSETH:**

**FOR GOOD AND VALUABLE CONSIDERATION**, the parties agree that this contract shall cover the authorization and payment of professional fees for individuals who are not covered by private insurance or Title XIX as follows:

1. That PHYSICIAN is a duly licensed psychiatrist in the State of Wisconsin, is qualified to perform the services under this contract and has admitting privileges at St. Luke's Psychiatric Unit in Racine, Wisconsin.
2. That PHYSICIAN will be available to provide psychiatric counseling to adults with mental illness who are not covered by private insurance or Title XIX and are in crisis and/or in need of inpatient psychiatric care. This may also include arranging admission to Wheaton Franciscan Healthcare In-patient Unit. If services are authorized by COUNTY all such persons shall have an initial visit by the PHYSICIAN within 24 hours after admission (or during the following day). After the initial visit, the emergency room physician and the Behavioral Health Services of Racine County Crisis staff will work together to determine the appropriate course of service for the individual. If the determination is made that in-patient care is the appropriate course of service, the PHYSICIAN will be contacted for further consultation and to arrange admission.
3. PHYSICIAN will be paid \$148.00 for the initial face-to-face visit and will be paid \$70.00 per visit for all subsequent face-to-face visits.
4. That COUNTY will only pay for services that are authorized by the Behavioral Health Services of Racine County through the Crisis staff.
5. PHYSICIAN shall send his or her bill to the Behavioral Health Services of Racine County at the following address:

Fiscal Division, Human Services Department  
1717 Taylor Avenue  
Racine, WI 53403

COUNTY will not be liable for payment for services for bills received 90 days or more from the date of service.

6. If an individual later obtains coverage through Title XIX funding or another third party payer retroactively for the period of time that the Behavioral Health Services of Racine County has previously authorized payment, the Behavioral Health Services of Racine County reserves the right to seek reimbursement from PHYSICIAN within one (1) year.

PHYSICIAN will reimburse the Department the amount reimbursed by the third party for prior service by crediting the Behavioral Health Services of Racine County on the next billing.

- 7. PHYSICIAN agrees that it will at all times during the existence of this contract indemnify COUNTY against any and all loss, damages and cost or expenses which COUNTY may sustain, incur or be required to pay by any of the services provided by PHYSICIAN under this contract. PHYSICIAN further represents and warrants that it is covered by adequate liability and statutorily required malpractice insurance.
- 8. PHYSICIAN agrees that no eligible client shall be denied any services enumerated in this agreement or be subjected to discrimination because of age, race, religion, color, handicap, sex, physical condition, marital status, ancestry, sexual orientation, arrest record, conviction record, limited English proficiency or developmental disability, and no person in the employ of or seeking employment from Provider shall be discriminated against on the basis of these factors.
- 9. Provider shall comply with the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to the extent those regulations apply to the services the Provider provides or purchases with funds provided under this agreement.
- 10. Either party may terminate this agreement by giving written notice of intent to terminate at least (30) days prior to the date of termination.

RACINE COUNTY

BY: \_\_\_\_\_

*Jonathan DeLagave*  
 JONATHAN DELAGRAVE  
 RACINE COUNTY EXECUTIVE

BY: \_\_\_\_\_

*Wendy M. Christensen*  
 Wendy M. Christensen 4/8/17  
 Racine County Clerk

02.09.17

PHYSICIAN

BY: \_\_\_\_\_

*Ashok Shah*

*Ashok Shah M.D.*  
*12-29-16*

REVIEWED BY FINANCE DIRECTOR

*Aleesha Telleman* 2/6/17  
 Sign Date

2-7-17

Date \_\_\_\_\_  
 Certified to be correct as to form  
 By *[Signature]*  
 Racine County Corporation Counsel