

INDEPENDENT PSYCHIATRIC CONSULTANTS

PSYCHIATRIC SERVICES AGREEMENT

THIS AGREEMENT is made this February 10, 2017 between *RACINE COUNTY, a quasi-municipal corporation, on behalf of RIDGEWOOD CARE CENTER* (hereinafter referred to as "Facility") and Cary J. Kohlenberg, MD, SC, dba *INDEPENDENT PSYCHIATRIC CONSULTANTS/IPC Geriatrics* (hereinafter referred to as "Provider").

For good and valuable consideration, including the mutual promises and covenants contained herein, the parties agree as follows:

- 1) **Nature of Agreement.** Provider shall make qualified personnel available to Facility to provide services such as those services listed on Schedule A, attached hereto, to Facility patients, and to provide services such as those listed on Schedule B, attached hereto, to Facility (hereinafter collectively referred to as "Services").
- 2) **Duties and Obligations of Provider.**
 - a) **Services.** Provider shall provide up to sixteen (16) hours per month of Patient and Facility Services, as described in Schedule A and Schedule B, to the Facility's patients in accordance with any and all applicable requirements of federal and state laws, rules and regulations (additional hours may be provided only with prior written approval from the Facility Administrator). Attendance/participation in a one hour behavioral staffing monthly is included.
 - b) **Billing.** Provider shall be responsible for billing patients and/or their respective governmental or other third-party reimbursement sources for all Patient Services provided to Facility patients by Provider. All revenue shall be the sole property of Provider.
 - c) **Statement of Qualifications.** Provider shall submit to Facility a statement of the qualifications and experience of each clinician who is to provide Services to Facility's patients on behalf of Provider.
 - d) **Record Maintenance.** Provider shall provide and maintain written documentation on the individual patient charts of treatment, progress and evaluations in accordance with requirements of the Facility and of federal and state governmental agencies or other third-party reimbursement sources. Provider shall, upon request, make available for Facility's inspection such records as are maintained by Provider for Facility's patients.

- e) Nothing in this Agreement shall require or expect Provider to refer patients to Facility for skilled-nursing services.

3) **Duties and Obligations of Facility.**

- a) **Space.** Facility shall ensure that Facility sets aside a designated work area, which is adequate for provision of Patient Services.
- b) **Record Maintenance.** Facility shall have primary responsibility for maintaining all patient records. Facility shall make available to Provider for review and inspection, upon request and proper authorization, individual patient treatment records necessary for the proper evaluation, screening and treatment of, and provision of Services to, such patient. Facility shall comply with all laws pertaining to the confidentiality of patient records. Facility shall, upon Provider's request, offer assistance in obtaining Medicare numbers and other records and information to facilitate billing for Patient Services.

4) **Compensation.**

- a) **Fee Schedule.** Facility shall compensate Provider at a rate of three hundred and fifty (\$350.00) per month.
- b) **Invoices.** Provider shall submit an invoice to the Facility by the tenth (10th) of each month for all Facility Services rendered through the last day of the previous month. The invoice shall state the Services provided and the name(s) of the psychiatrist who provided them as well as the total applicable charges. Facility shall remit payment in full as shown on each invoice within fifteen (15) days of receipt of invoice. Invoices not paid when due are subject to interest at the rate of one and one-half percent (1½%) per month.

5) **Term; Termination.**

- a) **Term.** The term of this Agreement shall commence as of the date hereof and shall continue in full force and effect for a term of one (1) year (the "Initial Term"), and shall thereafter be automatically renewed for an additional one-year term unless terminated in accordance with the provisions of this Agreement.
- b) **Termination.** Notwithstanding any other provision herein, this Agreement may be terminated for any reason whatsoever by either party upon sixty (60) days' written notice to the other party. This Agreement may be terminated immediately upon written notice in the event either party (i) loses its licensure; (ii) has its insurance coverage canceled or substantially limited; or (iii) loses its Medicare and/or Medicaid deemed Provider status.

6) **Insurance.**

a) **Types.** Provider shall, during the term of this Agreement, maintain in full force and effect insurance policies, written on an incurred loss basis, of the kind and with the limits designated below:

i) Professional liability insurance in those cases where there is a professional liability exposure, with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate.

7) **Indemnification.** Each party (the "Indemnifying Party") shall hold harmless, indemnify and defend the other party (the "Indemnified Party"), its shareholders, directors, officers, agents and employees against any and all claims, causes of action, injuries, liabilities, damages and fines including, but not limited to, personal injury, property damage, and fraud and/or abuse charges to the extent caused by any act or omission on the part of the Indemnifying Party, its agents, contractors or employees. This provision shall include all costs and disbursement, including without limitation court costs and reasonable attorneys' fees, and shall survive the termination of the Agreement.

8) **Independent Contracting Parties.** This Agreement is an independent contract between Facility and Provider. Neither party shall be construed in any manner whatsoever to be an employee or agent of the other, nor shall this Agreement be construed as a contract of employment or agency.

9) **Exclusivity.** Facility agrees not to enter into a contract for similar services during the term of this agreement.

10) **Miscellaneous.**

a) This Agreement may be amended or modified only by writing signed by the parties to be bound. Neither party may assign or subcontract this Agreement without the prior written consent of the other party.

b) This Agreement shall be deemed to have been executed in, and shall be construed in accordance with, the laws of the State of Wisconsin. Any and all proceedings relating to the subject matter hereof shall be maintained in the courts of the State of Wisconsin or the Federal District Court sitting in the Eastern District of Wisconsin, which courts shall have exclusive jurisdiction for such purposes.

- c) The provisions of this Agreement are severable and, to the extent that any provision may be unenforceable or may impair the enforcement of any other provision, such offending provision shall be modified or deleted.
- d) This Agreement contains the complete understanding and agreement between the parties hereto, and supersedes all representations, understandings or agreements prior to the execution hereof.
- e) All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and deemed to have been received when personally delivered or placed in United States mail.

If to Facility:
Liam Doherty
Administrator
RIDGEWOOD CARE CENTER
3205 Wood Road
Racine, WI 53406

If to Provider:
Cary J. Kohlenberg, MD
Cary J. Kohlenberg, MD, SC, dba
INDEPENDENT PSYCHIATRIC CONSULTANTS
and IPC Geriatrics
2717 North Grandview Blvd., #202
Waukesha, WI 53188

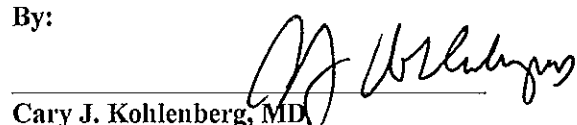
- f) The clause headings appearing in this Agreement have been inserted for the purpose of convenience and do not purport to, nor shall they be deemed to define, limit or extend the scope or intent of the respective clauses.
- g) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement on the date first above written.

By: 
Racine County

JONATHAN DELAGRAVE
RACINE COUNTY EXECUTIVE

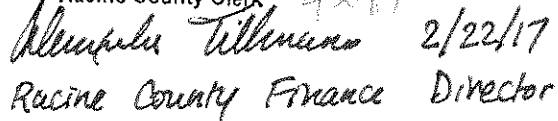
Date: 02-22-17

By: 
Cary J. Kohlenberg, MD

Geriatric Psychiatrist
INDEPENDENT PSYCHIATRIC CONSULTANTS

Date: 2/22/17


Wendy M. Christensen
Racine County Clerk

 2/22/17
Racine County Finance Director

Date 2.22.17
Certified to be correct as to form

By: 
Racine County Corporation Counsel

Schedule A

PATIENT SERVICES

- a) Psychiatric Evaluations
- b) Medication related Follow-up
- c) Psychological consultation and psychotherapy services

Schedule B

FACILITY SERVICES

The following services are offered to the facility. This includes 2 scheduled psychiatric visits (approximately 12-16 hours total) to the facility per month by CARY J. KOHLENBERG, MD and/or qualified nurse practitioner and 1-2 psychology visits as needed. The psychiatric nurse practitioner will participate in the one hour monthly behavioral meeting.

- a) Phone consultation (24-hour emergency availability)
- b) Patient consultations with staff
- c) Assistance with admission of patients in need of inpatient psychiatric care as clinically appropriate
- d) Assistance with OBRA compliance
- e) Assistance with compliance with state and CMS standards
- f) Assistance with specialized services requirements