

COLORADO INDIGENT CARE PROGRAM

FISCAL YEAR 2009

MANUAL

SECTION VII:

**SAMPLE PARTICIPATING
PHYSICIAN CONTRACT**

EFFECTIVE: JULY 1, 2008

**PARTICIPATING PHYSICIAN CONTRACT (SAMPLE)
MEDICAL SERVICES AGREEMENT BETWEEN COLORADO INDIGENT CARE
PROVIDER FACILITY AND PHYSICIAN**

- A. Effective dates: _____ through _____
- B. Parties: _____ a provider facility under contract with the Colorado Indigent Care Program, and _____ M. D., "Contractor", whose mailing address is:
- C. Purpose: The purpose of this agreement is to establish the terms for provision of care and the associated reimbursement for physician services rendered to medically indigent patients treated on-site at a Colorado Indigent Care provider facility.

Indigent patients are those patients determined by a provider facility to be eligible for the Colorado Indigent Care Program according to the Client Eligibility Section. The provider facility is responsible for rating patients in accordance with this Manual and reporting both the patient and the financial information to the Program.

- D. Covered Services are all medical services that a provider customarily furnishes to patients and can lawfully offer to patients. These covered services include, without limitation, medical services furnished by participating physicians. Covered services must be deemed medically necessary by the responsible physician. Covered services do not include:
1. Non-Emergent dental services.
 2. Nursing home care.
 3. Chiropractic services.
 4. Sex change surgical procedures.
 5. Cosmetic surgery.
 6. Experimental and non-FDA approved treatments.
 7. Elective surgeries, not deemed medically necessary.
 8. Court ordered procedures such as drug testing.
 9. Abortions, except as specified in Sec. 25-15-104.5, C.R.S.
 10. Mental health services as a primary diagnosis in an outpatient or clinic setting. The CICIP can reimburse for the services if they are a secondary diagnosis.
 11. Prescription drugs included in the definition of Medicare Part-D are excluded from CICIP eligible clients who are also eligible for Medicare.

The CICIP reimburses providers for inpatient psychiatric care and inpatient drug and alcohol services. However, only 30 days per patient per contract year are reimbursable under the CICIP. The CICIP reimburses providers for outpatient mental health benefits if these services are provided on-site and are normally offered by the provider.

- E. Priority of Care: Payment to Contractor by the provider facility shall be for care rendered to qualifying indigent patients in accord with the following priorities:
1. Emergency care for the contact period.
 2. Any additional medical care for those conditions determined to be the most serious threat to the health of medically indigent persons.
 3. Any other additional medical care.
- F. Emergency Care means treatment for conditions of an acute, severe nature which are life, limb, or disability threats requiring immediate attention, where any delay in treatment would, in the judgment of the responsible physician, threaten life or loss of function of a patient or viable fetus, Section 26-15-103, C.R.S.
- G. Urgent Care means to treat an injury or illness of a less serious nature than those requiring Emergency Care but required in order to prevent serious deterioration in the client's health.
- H. Non-Emergency Care means treatment for any conditions not included in the emergency care definition and any additional medical care for those conditions the department determines to be the most serious threat to the health of medically indigent persons, Section 26-15-106 (9) (6) (11).
- I. License Requirement: The Contractor must remain properly licensed or certified by the State of Colorado during the contract period, and this Agreement shall immediately terminate at the provider facility's sole discretion if the Contractor loses such license or certification.
- J. Reimbursement: The Colorado Indigent Care Program reimburses provider facilities for participating physician services by distributing the fixed State appropriation across all participating providers. The percentage of costs or charges reimbursed to the provider facility cannot be determined in advance.
- K. Records Retention and Availability: That all records, documents, communications, and other materials (except medical records of Program Patients) related to Contractor's participation in the Program shall be the property of the State and maintained in a central location by Contractor as custodian thereof on behalf of the State, and shall be accessible to the State for a period of five (5) State fiscal years after the expiration of each State fiscal year, or for such further period as may be necessary to resolve any matters which may be pending at the expiration of each five (5) State fiscal year period, or until an audit performed under the provisions of this Contract has been completed with the following qualification: If an audit by or on behalf of the federal and/or State government has

begun, but is not completed at the end of the five (5) State fiscal year period, or if audit findings have not been resolved after the five (5) State fiscal year period, such materials shall be retained for six (6) months after the filing of the final audit report and response thereto.

(Specific terms of reimbursement as negotiated between provider facility and participating physicians should be inserted here.)

- K. Patient Copayments: Qualifying indigent patients cannot be billed for physician services rendered in excess of patient copayment amounts listed in the Client Eligibility Section.
- L. Management Fee: **(If applicable)**
- M. Year-end Reconciliation for Changes in Colorado Indigent Care Program Reimbursement: **(If applicable)**
- N. Misrepresentation Penalty: Persons who represent that a medical service is reimbursable or subject to payment under the Program when they know that it is not, commit a Class 2 misdemeanor that is punishable by a minimum of three months' imprisonment or a \$250 fine (or both), or a maximum of twelve months' imprisonment or a \$1,000 fine (or both).
- O. Independent Contractor Status: The parties of the Agreement intend that the relationship between them contemplated by this contract is that of independent contractors. No agent, employee, or servant of Contractor shall be or shall be deemed to be an employee, agent or servant of the provider facility. The Contractor shall be solely and entirely responsible for its acts and omissions during the performance of this Agreement.
- P. Indemnification: The Contractor shall indemnify the provider facility against all liability, loss, cost or expense the provider facility incurs in connection with the default in any term of this Agreement by the Contractor or any negligent or intentional act or omission of the Contractor.
- Q. Governing Law: This Agreement and all matters relating to it shall be governed by the laws, rules, and regulations of the State of Colorado as are now in effect or as may be later amended or modified. In the event that any provision of this Contract conflicts with, or is inconsistent with the provisions of those laws, rules or regulations, the provisions of the laws, rules or regulations shall govern or supersede.

- R. Entire Agreement: This Agreement is intended as the complete integration of all understandings between parties. No prior or contemporaneous additions, deletions, or other amendments hereto shall have force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written contract executed by both parties.

- S. Term of Agreement: From _____ to _____, subject to termination during the term as provided in sections I and T.

- T. Termination: The Contractor may terminate this Agreement without cause with __ days notice to this provider facility. The provider facility may terminate this Agreement without cause with __ days notice to the Contractor. Such termination shall in no way prejudice the obligations of either party accruing prior to the end of the period of notice.

- U. Provider Contact Person: Bills for physician services rendered should be sent to **(if applicable)**.

- V. Renewal: This Agreement shall be automatically renewed for successive one year terms on the same terms and conditions as contained in this Agreement unless either party shall, prior to expiration of the term of the Agreement, give 90 days written notice of intent not to renew this Agreement. If, however, terms or conditions are changed, a new Agreement containing these changes will be required.

This Contract was executed and delivered on the day first written above.

Contractor: _____
Signature

Type or print name

Provider
Facility: _____
Signature

Type or print name

Type or print title

Date Signed: _____