

Core
Resource
Set for
PACE

 CRSP



SAMPLE PROVIDER CONTRACT FOR
SPECIALTY SERVICES



National
PACE
Association

801 North Fairfax Street • Suite 309 • Alexandria, Virginia 22314
Phone: 703-535-1565 • Fax: 703-535-1566 • www.NPAonline.org

SAMPLE CONTRACT FOR SPECIALIST SERVICES BETWEEN PACE PROGRAM AND CONTRACT PROVIDER

SPECIALIST AGREEMENT

This Specialist Physician Agreement (this “Agreement”) between (*PACE Program*) and _____ (“Physician”) will be effective as of the ___ day of _____, 20___ (the “Effective Date”).

WHEREAS, (*PACE Program*) has developed a comprehensive program which is a viable alternative to premature institutionalization for frail elderly in the (*City, State*) area, (*PACE Program*) (a) provides complete medical, restorative, social and supportive care tailored to the specific, changing needs of the frail elderly, (b) emphasizes independence, continued community residence, family support and minimal disruption of the Participants’ lives, (c) maintains continuity of care through an Interdisciplinary Team, and (d) fosters cost control;

WHEREAS, (*PACE Program*) has entered into agreements with (*State Agency*) (the “(*State Agency*) Agreement”) and the U.S. Department of Health and Human Services whereby (*PACE Program*) receives capitation payments for the provision of all Medicaid state plan services and Medicare services to Participants;

WHEREAS, Physician’s medical specialty is _____ (*specialty*) and he/she desires to provide medical services to Participants in (*PACE Program*); and

WHEREAS, (*PACE Program*) and Physician desire to enter into this Agreement in order to set forth the terms and conditions of their relationship;

NOW, THEREFORE, in consideration of the terms and conditions set forth in this Agreement, Physician and (*PACE Program*) agree as follows:

1.0 DEFINITIONS. As used in this Agreement, the following terms shall have the indicated meanings:

- 1.01 “**Capitated Services**” shall mean Contract Services for which (*PACE Program*) receives a capitated payment.
- 1.02 “**Contract Services**” shall include, but are not limited to, adult day health care, home care, medical care, allied health services, and inpatient care (acute care and nursing facility care) services.
- 1.03 “**Good Standing**” shall mean that (*State Agency*) has neither suspended, denied, terminated or failed to renew the provider’s provider agreement by the issuance of an adjudication order in accordance with the (*State*) Revised Code and the (*State*) Administrative Code, nor has the provider’s agreement with (*State Agency*) been voluntarily or involuntarily terminated, suspended or not renewed as a result of the actions of the Medicaid Fraud Control Unit of the Office of the (*State*) Attorney General.
- 1.04 “**CMS**” shall mean the Centers for Medicare and Medicaid Services.
- 1.05 “**Medical Director**” shall mean (*PACE Program*)’s medical director.

- 1.06 **“Interdisciplinary Team”** shall mean the (*PACE Program*) team, which is instrumental in controlling the delivery, quality, and continuity of care to Participants. The Interdisciplinary Team’s responsibilities include, but are not limited to, assessing a prospective Participant’s level of care needs, developing and implementing a treatment plan for each Participant, and authorizing Contract Services which meet the specific needs of each Participant.
- 1.07 **“(State Agency)”** shall mean (*State Agency*).
- 1.08 **“Participant”** shall mean any person who is validly enrolled in (*PACE Program*).
- 1.09 **“Primary Care Physician”** shall mean the primary care physician who is a member of the Interdisciplinary Team and who is employed by or contracts with (*PACE Program*) to provide primary care services to Participants.
- 1.10 **“Project Manager”** shall mean (*PACE Program*) ‘s project manager.
- 1.11 **“State”** shall mean the State of (*State*).

2.0 **PHYSICIAN’S REPRESENTATIONS AND OBLIGATIONS**

- 2.01 Physician represents and warrants that during the term of this Agreement:
- (a) Physician is and will remain qualified to provide the professional services contemplated by this Agreement including, but not limited to, maintaining a valid and unrestricted license to practice medicine or osteopathy in the State of (*State*).
 - (b) Physician has and will maintain in effect an unrestricted Drug Enforcement Administration (“DEA”) Controlled Substance Registration Number required by federal law, if required for his/her practice;
 - (c) Physician has and will maintain in effect valid, current professional liability insurance coverage at the level required by (*PACE Program*) for medical staff membership;
 - (d) Physician is and will remain a member of the active medical staff of (*PACE Program*);
 - (e) If Physician is a Medicaid provider, he/she is and will remain in Good Standing;
 - (f) If Physician is not a Medicaid provider, but once was, Physician must not have been terminated from the Medicaid program for suspected or proven abuse or fraud;
 - (g) Physician has not been excluded from participation in the Medicare or Medicaid programs;
 - (h) Physician has not been convicted of criminal offenses related to his/her involvement in Medicaid, Medicare, other health insurance or health care programs, or social service programs under Title XX of the Social Security Act;
 - (i) Physician has not been convicted of any criminal offense which could jeopardize the health, safety, or well-being of any Participant, including but not limited to physical, sexual, drug or alcohol abuse;

- (j) Physician's office is and will be (i) accessible to Participants and (ii) located within or near (*PACE Program*)'s service area as defined in the (*State Agency*) Agreement;
- (k) In providing services to Participants, Physician will only act within the scope of his/her authority to practice;
- (l) Physician meets and will continue to meet Medicare/Medicaid requirements applicable to the services he/she furnishes to Participants; and
- (m) Physician meets and will continue to meet the applicable qualifications set out in 42 CFR Part 460.

Upon (*PACE Program*) request, Physician shall provide documentary evidence to (*PACE Program*) confirming the aforementioned representations and warranties. Physician agrees to provide (*PACE Program*) with timely written notice of any change in any of the aforementioned representations and warranties.

- 2.02 Physician hereby authorizes his/her professional liability insurance carrier, the State medical licensing body, the DEA, and any other entity having information that is reasonably relevant concerning the representations and warranties made in Section 2.01 of this Agreement to release such information to (*PACE Program*), (*State Agency*) and CMS.
- 2.03 Subject to (*PACE Program*)'s policies, procedures and rules and in accordance with authorization provided by the Interdisciplinary Team and the Primary Care Physician, Physician shall provide medical specialty care within Physician's area of practice to Participants. At the recommendation of the Interdisciplinary Team, Physician may be included in the assessment and treatment and planning process for Participants.
- 2.04 Physician shall be available to provide the services set forth in Section 2.03 hereof on a schedule and at locations mutually determined from time to time by the Project Manager and Physician. Such locations may include (*PACE Program*)'s day health care center(s), inpatient facilities, nursing facilities, the Participant's home and the Physician's office.
- 2.05 Physician acknowledges that he/she has the responsibility to provide appropriate and adequate medical care to Participants. Physician agrees that no action by (*PACE Program*) and/or any other person or entity in any way absolves, relieves, or lessens Physician's responsibility and duty to provide appropriate and adequate medical care to Participants. If Physician believes that the Interdisciplinary Team's treatment plan for a Participant or an administrative procedure is unacceptable or unwise under the circumstances, Physician shall immediately report such concern in writing to the Medical Director.
- 2.06 Physician shall maintain all records originated or prepared in connection with Physician's performance of his/her obligations under this Agreement (the "Records") in accordance with applicable federal and State requirements.

Physician shall maintain all Records for a minimum of six (6) years from the date of their preparation, or in the event (*PACE Program*) notifies Physician that State or federal authorities have commenced an audit or investigation of (*PACE Program*), or such Records are subject to litigation or other dispute, such Records shall be retained until such matter under audit, investigation, litigation or dispute has been resolved, whichever is later.

For as long as the Records are to be retained pursuant to this Agreement, (*State Agency*) or its designee, the State auditor's office, the State Attorney General's office, (*PACE Program*) or its designee, and CMS shall have the right to access for audit and review of any and all Records. The Records shall be made available at times, places, and in a manner mutually agreed upon by (*PACE Program*) and the entity requesting access.

- 2.07 Physician shall participate in and cooperate with all (*PACE Program*) 's policies, procedures and rules, including but not limited to (*PACE Program*) 's quality assurance program, record keeping and auditing requirements, and billing procedures. Physician agrees to abide by the decisions of the Interdisciplinary Team, the Medical Director and/or the Project Manager.
- 2.08 Physician shall use best efforts to submit a claim for payment to the following address within sixty (60) days from the date the applicable service was provided:

(Insert address)

Claims that are received by (*PACE Program*) more than ninety (90) days from the date the applicable service was provided shall be denied for payment.

Physician shall submit claims for services on a standard CMS 1500, UB92 or other form which has been approved in writing by (*PACE Program*).

Claims submitted for payment shall include complete CMS 1500 or UB92 data elements, as applicable, and shall include CPT codes. If (*PACE Program*) denies payment for a timely and properly submitted claim (excluding those claims denied for lack of proper pre-authorization), Physician may appeal such denial by requesting a claim review in writing. To request such a review, Physician shall send a copy of the claim requiring review and complete documentation to the address set forth in this Section 2.08.

- 2.09 Physician shall assist and cooperate with (*PACE Program*) in coordinating benefits with other entities having payment responsibility and in all other matters relating to proper coordination of benefits.
- 2.10 Physician shall not discriminate in the delivery of medical services based on the Participant's race, color, religion, sex, sexual orientation, age, disability, national origin, Vietnam-era veteran's status, ancestry, health status, or need for health services.
- 2.11 Physician shall comply with (a) all applicable federal and State laws and regulations governing Physician's practice and/or (*PACE Program*) 's operations, including but not limited to the requirements in 42 CFR Part 460 regarding service delivery, Participant rights, and quality assessment and performance improvement activities and (b) the terms of the (*State Agency*) Agreement.
- 2.12 Physician hereby acknowledges that (a) all laboratory testing sites providing services to Participants must have either a Clinical Laboratory Improvement Amendments ("CLIA") certificate of waiver or a certificate of registration along with a CLIA identification number, (b) such laboratories with certificates of waiver shall provide only the eight types of tests permitted under the terms of their waiver, and (c) such laboratories with certificates of registration may perform a full range of laboratory tests.

2.13 Physician shall submit reports required by (*PACE Program*).

3.0 (PACE Program) DUTIES.

3.01 (*PACE Program*) shall comply with all applicable federal and State laws and regulations governing (*PACE Program*) 's operations and the terms of the (*State Agency*) Agreement.

3.02 (*PACE Program*) shall provide to Physician copies of (a) all of (*PACE Program*)'s policies, procedures, and rules and (b) the (*State Agency*) Agreement.

3.03 (*PACE Program*) shall designate an official liaison to coordinate activities between (*PACE Program*) and (*PACE Program*)'s contracted providers.

4.0 RELATIONSHIP BETWEEN (PACE PROGRAM) AND PHYSICIAN

The relationship between (*PACE Program*) and Physician is that of independent contractors. None of the provisions of this Agreement is intended to create or to be construed as creating any agency, partnership, joint venture or employee-employer relationship between the parties.

5.0 PAYMENT FOR CONTRACT SERVICES

5.01 Physician shall accept the amounts specified on Schedule A attached hereto and made a part hereof as payment in full for all Capitated Services Physician provides to Participants.

Physician hereby acknowledges that failure to have proper authorizations from the Interdisciplinary Team and/or the Primary Care Physician may result in nonpayment for Capitated Services rendered by Physician to Participants.

Physician shall not bill Participants, CMS, (*State Agency*), or private insurers for Capitated Services provided to Participants. Physician shall hold harmless CMS, (*State Agency*) and Participants in the event that (*PACE Program*) cannot or will not pay for Capitated Services provided to Participants by Physician.

5.02 Physician shall refund to (*PACE Program*) any excess payments made to Physician in the event that (*PACE Program*) makes an overpayment or otherwise incorrectly or inadvertently makes a payment to Physician. Physician shall refund said monies to (*PACE Program*) within twenty-one (21) days of the discovery thereof by Physician or upon written notice by (*PACE Program*). (*PACE Program*) may, at its option, deduct said monies from future payments to Physician.

6.0 USE OF NAME

Physician and (*PACE Program*) each reserves the right to control the use of any of their respective copyrighted materials, symbols, trademarks, and service marks; however, Physician shall permit (*PACE Program*) to use Physician's name, business telephone number and address, and a description of his/her practice in marketing, descriptive and other information.

7.0 TERM, TERMINATION AND RIGHTS UPON TERMINATION

7.01 The term of this Agreement commences on the Effective Date and continues through the next 30th day of June. Thereafter, this Agreement will automatically renew each July 1st for an

additional one (1) year term, unless either party gives written notice of non-renewal to the other party within sixty (60) days prior to the expiration of the then existing term or unless terminated as provided in this Section 7.0.

7.02 In addition to any other termination rights set forth in this Agreement, the following shall be grounds for termination of this Agreement:

- (a) Death of Physician;
- (b) Failure of Physician to meet any of the criteria described in Section 2.01 of this Agreement;
- (c) Physician's patient care activities create a substantial likelihood of injury or damage to the health of any Participant;
- (d) Disability of Physician that prohibits him/her from providing services hereunder for more than thirty (30) consecutive days; or
- (e) The (*State Agency*) Agreement terminates.

In the event that the Medical Director or Project Manager determines that grounds for termination of this Agreement exist, this Agreement shall terminate immediately.

7.03 In the event of a material breach of this Agreement by either party, the nonbreaching party may terminate this Agreement by giving the breaching party sixty (60) days prior written notice of such breach and of the intent to terminate. If the breaching party does not cure such breach within such sixty (60) day period, the nonbreaching party may terminate this Agreement at the end of such period.

7.04 (*PACE Program*) may terminate this Agreement by providing Physician with written notice of such termination at least sixty (60) days prior to the effective date of such termination.

7.05 Upon the termination of this Agreement, Physician shall promptly supply to (*PACE Program*) all of his/her records necessary for the settlement of Participants' outstanding medical bills.

7.06 Physician shall transfer Participants' medical records to new providers within thirty (30) days of termination of this Agreement.

8.0 **MISCELLANEOUS**

8.01 **Amendment.** This Agreement may be amended at any time by mutual agreement of (*PACE Program*) and Physician, subject to any regulatory approvals as may be required by law and/or the (*State Agency*) Agreement. In order to be valid and binding, any amendment to this Agreement must be in writing and signed by (*PACE Program*) and Physician.

8.02 **Confidential Information.** Physician shall not use any information, systems, or records which are related to (*PACE Program*) and which are made available to him/her for any purpose other than (a) to fulfill the contractual duties specified in this Agreement or (b) to fulfill the requirements under federal or State law. Physician agrees to be bound by the same standards of

confidentiality that apply to the employees of (*State Agency*) and the State with respect to fulfilling the terms of this Agreement.

- 8.03 Assignment. Physician shall not assign this Agreement or delegate Physician's duties under this Agreement without (*PACE Program*) 's prior written consent. Any purported assignment by Physician without such consent shall be void. (*PACE Program*) may assign this Agreement to a related entity or organization without Physician's consent but may not assign this Agreement to an unrelated entity or organization without Physician's prior written consent, which consent shall not be unreasonably withheld.
- 8.04 Governing Law. This Agreement will be governed by and construed in accordance with the applicable laws and regulations of the State of (*State*) and will fulfill the requirements of, be governed by, and construed in accordance with, all laws, regulations, and contractual obligations incumbent upon (*PACE Program*).
- 8.05 Severability. In the event any portion of this Agreement is found to be void or illegal, the validity or enforceability of any other portion shall not be affected, unless the void or illegal portion is material to the understanding between (*PACE Program*) and Physician, and in such case, Physician and (*PACE Program*) agree to, in good faith, renegotiate this Agreement.
- 8.06 Entire Agreement. This Agreement, including any schedules attached hereto, constitutes the entire agreement between Physician and (*PACE Program*) with respect to the subject matter and supersedes all prior agreements and understandings, oral and written, between them with respect to the subject matter of this Agreement.
- 8.07 Counterparts. This Agreement may be executed in multiple original counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument.
- 8.08 Third Parties. Except as provided in Section 5.01 of this Agreement, nothing in this Agreement, express or implied, is intended to confer on any person other than (*PACE Program*), Physician, (*State Agency*), and CMS, or their respective successors and assigns, any rights, remedies, obligations or liabilities by reason of this Agreement.
- 8.09 Further Assurances. Physician and (*PACE Program*) agree that they will, at any time, and from time to time following the execution of this Agreement, upon the reasonable request of the other party, do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, all acts and instruments as may be reasonably required in conformity with this Agreement.
- 8.10 Notices. Except as set forth in Section 2.08 hereof, all notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing, and shall be deemed to be duly given when delivered in person or two (2) business days after they are mailed prepaid, certified mail, return receipt requested to the address listed below, unless either party has notified the other in writing of a different address.
- 8.11 Headings. The headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provision of this Agreement.

8.12 (PACE Program) Legal Liability. This Agreement shall not terminate the legal liability of (PACE Program) under the (State Agency) Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement

(PACE Program)

(Provider)

By: _____

By: _____

Its: _____

Print Name: _____

Date: _____

Date: _____

Address: _____

Address: _____