

UNIVERSITY PHYSICIANS, INC.

ASSOCIATE MEMBER PRACTICE AGREEMENT

THIS AGREEMENT is made by and between University Physicians, Inc. and the undersigned Associate Member, effective as of the date set forth opposite the signature of the President and Executive Director of University Physicians, Inc. on the final page of this Agreement. This Agreement is intended to supplement any specific existing or future contractual agreements between the Associate Member and the Board of Regents of the University of Colorado.

Associate members are those individuals who receive a University academic or clinical appointment as an instructor, assistant professor, associate professor, or professor and who are partially or fully employed by and receive the majority of their salary directly from an affiliated institution or who volunteer at the University. These members shall have no voting privileges and may not be members of the Board or its Management Committee.

- I. Associate Member hereby accepts the terms of this Agreement with UPI when Associate Member is participating in University programs or receives payment from the University. UPI is a Colorado non-profit corporation established for the University of Colorado School of Medicine by action of the University's Board of Regents on June 17, 1982. The Operating Agreement entered into by and between the University of Colorado and UPI (f/k/a University of Colorado Medical Services Foundation) is hereby incorporated by reference (copies of which are available from the UPI Administrative Office). Pursuant to the terms of the Operating Agreement, UPI has been designated as the University's agent to accomplish certain University purposes, including education, research and service, and UPI is designated as the exclusive billing agent for the University of Colorado Denver School of Medicine. Under the Operating Agreement, UPI bills, collects and supports clinical activities. A portion of the revenues therefrom shall be transferred to the University of Colorado Denver School of Medicine. In accordance with UPI bylaws, each Department ("Cost Center Unit") will be required to have in effect an incentive plan governing allocations of surplus UPI revenues that has been approved by a majority of the Cost Center Unit members and the Dean. The Associate Member may be eligible to earn incentive payments as provided in such incentive plan.
II. In consideration of the promises of UPI, Associate Member hereby assigns to UPI for purposes of billing, collection, administration, and distribution in accordance with the UPI's Bylaws and the Cost Center Unit Incentive Plan for Associate Member's Cost Center, all income for professional, clinical, consulting, advisory or similar services earned by Associate Member while serving as an academic or clinical faculty member in a University sponsored program.
III. While Associate Member remains a Member of UPI, Associate Member shall at all times fully comply with the Associate Member covenants and duties listed on Addendum I, attached hereto and incorporated herein by this reference, and abide by University appointment letter, UPI Compliance Plan, and applicable federal and State laws and regulation. Associate Member hereby acknowledges and agrees that Associate Member has reviewed Addendum I and hereby agrees to abide by Addendum I, the University Appointment Letter, UPI's Compliance Plan and applicable federal and state law and regulations.
IV. Associate Member shall have no direct interest in the accounts receivables, billings, or cash proceeds therefrom arising from or attributable to Member's income assignable under this Agreement.
V. This Agreement shall be binding upon and shall inure to the benefit of the signatories hereto, their respective heirs, devisees, personal representatives, transferees, successors and assigns. This Agreement may be unilaterally amended from time to time by UPI. Upon such amendment of this Agreement, UPI shall provide written notice to Member and Member shall become obligated thereto as if Member had signed the amendment. This agreement may be executed in more than one counterpart, each of which shall be considered an original.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date below written.

(PLEASE PRINT OR TYPE)

ASSOCIATE MEMBER:

Name: FIRST MI LAST TITLE
Faculty Rank:
Department: EMPLOYED IN
Office Address: UCD CAMPUS BOX #
STREET ADDRESS
CITY ZIP CODE
Office Telephone #

REFERENCE ONLY - NOT TO BE USED FOR SIGNATURE

SIGNATURE DATE
Home Address: STREET
CITY STATE ZIP CODE
Home Phone #
Professional License #
Social Security #

PLEASE ROUTE IN ORDER OF APPROVAL:

ASSOCIATE MEMBERSHIP APPROVAL:

ABOVE MEMBER IS HEREBY AUTHORIZED FOR ASSOCIATE MEMBERSHIP IN UNIVERSITY PHYSICIANS, INC.

REFERENCE ONLY - NOT TO BE USED FOR SIGNATURE
COST CENTER DIRECTOR DATE

REFERENCE ONLY - NOT TO BE USED FOR SIGNATURE
DEAN, SCHOOL OF MEDICINE DATE

UNIVERSITY PHYSICIANS, INC.
(a Colorado non-profit corporation)

By: REFERENCE ONLY - NOT TO BE USED FOR SIGNATURE
President DATED, AS OF

By: REFERENCE ONLY - NOT TO BE USED FOR SIGNATURE
Executive Director DATED, AS OF

MAILING ADDRESS: P. O. BOX 876, Aurora, CO 80040-0876

**ADDENDUM I  
TO  
UNIVERSITY PHYSICIANS, INC. ASSOCIATE MEMBER PRACTICE AGREEMENT**

**ASSOCIATE MEMBER PROFESSIONAL CONDUCT AND OTHER RELATED DUTIES OWED TO UNIVERSITY PHYSICIANS, INC.**

1. **Professional Conduct.** Associate Member shall at all times during this Agreement conduct Associate Member's professional activities in accordance and compliance with all applicable federal, state, city, and local laws and regulations and standards of the medical profession.
2. **Medical Records and Recordkeeping.** Associate Member shall complete and maintain, in a timely manner, adequate, legible and proper medical and administrative records with respect to all services rendered to or authorized for patients seen or treated by Associate Member. In addition, Associate Member shall complete and maintain all documents necessary for UPI to obtain reimbursement for the services rendered by Associate Member.
3. **Quality Assurance and Utilization Review.** Associate Member shall participate in risk management, utilization review and management, cost-effectiveness studies and quality assurance plans as are reasonably requested by UPI or third party payors with whom UPI contracts for the services of UPI members.
4. **Preserving Associate Member's Qualifications.** Associate Member represents Associate Member currently meets the following qualifications and shall at all times during the term of this Agreement maintain the following qualifications:
  - a. If applicable, licensure, certification, or registration and the ability to practice the Associate Member's profession in the State of Colorado. Associate Member shall have no qualifications, conditions or restrictions on his or her license, certification, registration or ability to practice Associate Member's profession in Colorado. Associate Member shall notify the University of Colorado Denver School of Medicine immediately of any discipline, restriction, surrender or any other action that affects the Associate Member's license, certification, registration or ability to practice the Associate Member's profession in the State of Colorado or any other jurisdiction.
  - b. If applicable, maintenance of an unrestricted federal DEA registration to prescribe all medications commonly prescribed by the Associate Member's specialty.
  - c. If applicable, eligibility to provide reimbursable services, and participation in the Medicare and Medicaid programs, and other similar state or federal government-sponsored programs.
  - d. Maintenance of professional standing and competence by attendance at continuing professional education courses, institutes or seminars from time to time; and membership in such professional organizations as shall be determined by the parties to be in the best interests of the University of Colorado Denver School of Medicine.

Agreed to:

Associate Member:

REFERENCE ONLY – NOT TO BE USED FOR SIGNATURE

Signature

Date

Print Name