

**RCIPA, INC.**

**PARTICIPATION AGREEMENT**

**THIS AGREEMENT** is entered into as of the date set forth on the signature page appearing next to the Contracting Entity's signature, by and between **RCIPA, INC.** (which includes any other entity affiliated with RCIPA, Inc. (individually and collectively referred to as "RCIPA, Inc."), a New York corporation having its principal office at The Powers Building, 16 West Main Street, Suite 200, Rochester, New York 14614, and the contracting entity referenced on the signature page of this Agreement ("Contracting Entity").

**WHEREAS**, RCIPA, Inc. is a Physician controlled organization, whose purpose is to secure for Providers contracting opportunities with Payors; and

**WHEREAS**, RCIPA, Inc. has and will enter into agreements with Payors, under the terms of which RCIPA, Inc. will arrange for Providers to provide Covered Health Services to Enrollees who are entitled to receive such services under a Health Benefit Plan; and

**WHEREAS**, Contracting Entity desires to become a Participating Provider and to provide certain Health Services in accordance with the terms of this Agreement, and RCIPA, Inc. desires same.

**NOW, THEREFORE**, the parties agree as follows.

1. **Definitions.** The following terms will have the definitions indicated.
  - (a) *Agreement* - This document and all attachments and amendments to this document.
  - (b) *Allied Health Professional* - A licensed or New York State authorized provider of healthcare that is not a Physician.
  - (c) *Contracting Entity* - An individual, or an entity that has the authority to contract on behalf of its Providers. Reference in this Agreement to the Contracting Entity shall mean, where appropriate, an individual Provider who is a sole practitioner, or the entity and each Provider that is part of the entity.
  - (d) *Covered Health Services* - Health services which the Enrollees are entitled to receive under the terms of a Health Benefit Plan.
  - (e) *Co-Payment* - The amount which an Enrollee is required, under a Health Benefit Plan, to pay each time the Enrollee receives care or treatment.
  - (f) *Deductible* - An amount which an Enrollee is obligated to pay before payment by the Payor is required under the Health Benefit Plan.

(g) *Emergency* -A medical or behavioral condition, the onset of which is sudden, that manifests itself by symptoms of sufficient severity, including, but not limited to, severe pain, so that a prudent layperson possessing an average knowledge of medicine and health could reasonably expect the absence of immediate medical attention to result in: (i) placing the health of the person afflicted with such condition in serious jeopardy. or in the case of a behavioral condition placing the health of such person or others in serious jeopardy; (ii) serious impairment to such person's bodily functions; (iii) serious dysfunction of any bodily organ or part of such person; or (iv) serious disfigurement of such person.

(h) *Enrollee* - An individual and his/her eligible dependents who are entitled to receive Covered Health Services under a Health Benefit Plan.

(i) *Health Benefit Plan* - A Product under which the Enrollees will be provided with Covered Health Services.

(j) *Health Services* - Those Covered Health Services which Contracting Entity commonly performs within the scope of his/her license and practice.

(k) *Participating Provider* - A Provider who has contracted with RCIPA, Inc. to provide Covered Health Services under the terms of this Agreement.

(l) *Payor* - An HMO, insurer, third party payor (TPA), or employer that has a contract with RCIPA, Inc. to arrange for Participating Providers to provide Covered Health Services to Enrollees under a Health Benefit Plan.

(m) *Peer Review and Quality Management* - A system which includes, but is not limited to, credentialing and re-credentialing, reimbursement, and initiatives related to the quality, cost, appropriateness, effectiveness and utilization of Covered Health Services.

(n) *Physician* - An M.D. or D.O. duly licensed in New York State.

(o) *Primary Care Provider* - A Physician or a nurse practitioner who agrees to assume primary responsibility for coordinating the overall health care (including referrals and hospital admissions) for Enrollees who have selected or been assigned to such individual as their primary care provider. Primary Care Providers shall include individuals in the following types of practice: general practice/family practice, pediatrics, internal medicine and obstetrics/gynecology.

(p) *Primary Payor* - A Payor who is primarily responsible for the payment of an Enrollee's medical claims when the Enrollee is covered by multiple Payors.

(q) *Products* - Those Health Benefit Plans listed on the signature page of this Agreement.

(r) *Provider* - An individual or entity duly licensed or authorized in New York State to provide Covered Health Services, which includes, for example, Physicians and Allied Health Professionals.

(s) *RCIPA Policies* - Those policies, procedures and standards adopted, from time to time, by RCIPA, Inc.

(t) *Secondary Payor* - A Payor who is secondarily responsible for payment of an Enrollee's medical claims when the Enrollee is covered by multiple Payors.

(u) *Specialist Physician* - A Physician whose primary specialty is other than general practice/family practice, pediatrics, or internal medicine.

(v) *TIN* - A tax identification number issued by IRS to an individual or entity, and which is usually referred to as a social security number (SSN) or an employer identification number (EIN).

2. **Delivery of Health Services.** Contracting Entity shall do the following:

(a) Be duly licensed in New York State to provide Health Services.

(b) Accept as a patient and provide Health Services to any Enrollee who selects Contracting Entity or is referred to Contracting Entity, irrespective of the Enrollee's health history or current health condition, except when Contracting Entity has closed its practice to new patients as referenced in Section 2(h)(ii) of this Agreement.

(c) Not discriminate against any Enrollee in the delivery of Health Services because of source of payment, color, race, religion, ancestry, creed, marital status, sexual orientation, disability, type of illness or condition, age, sex, place of origin, or any other legally protected status. Health Services shall also be rendered in accordance with the same standards, and within the same time availability as Contracting Entity offers to Contracting Entity's private-pay patients.

(d) Assure that Health Services provided by Contracting Entity are made available to Enrollees in a manner that assures continuity of care, which includes, but is not limited to, coordinating overall health care, and the timely exchange of medical records and other information and records to all Participating Providers engaged in the treatment of the Enrollees.

(e) Provide Health Services in a manner that is consistent with community standards of care with respect to quality and utilization, and in a manner intended to preserve human dignity and patient privacy.

(f) Make necessary and appropriate arrangements with other appropriate Participating Providers to assure the availability of Health Services to Enrollees on a 24 hour, seven day a week basis. Such arrangements shall include, but not be limited to, after-hours coverage or coverage when Contracting Entity is otherwise not available.

(g) Participate in Peer Review and Quality Management programs applicable to a Health Benefit Plan.

(h) On 30 calendar days prior written notice to RCIPA, Inc., Contracting Entity may do the following: (i) refuse to continue to treat an Enrollee if there has been a failure

to establish a satisfactory Provider-patient relationship, or if an Enrollee has failed to keep a series of appointments without reasonable explanation; or (ii) refuse to accept Enrollees as new patients because Contracting Entity's entire case load of all patients does not so permit, except that Contracting Entity will continue to treat those Enrollees who have previously selected Contracting Entity or who have been referred to Contracting Entity.

(i) Participate in the sharing of medical records and other information and records, both during the term of this Agreement and subsequent to its termination, in a manner that is consistent with and/or required by applicable law.

(j) Comply with the standards for documentation, retention and confidentiality of medical records for Enrollees as set forth by RCIPA, Inc., the Payor, the National Committee for Quality Assurance ("NCQA"), and applicable law, which includes maintaining all of the respective medical records relating to Enrollees for six years after the date of service or, in the case of minors, until six years after the age of majority.

(k) Notwithstanding the foregoing, permit, to the extent required or permitted by applicable law, RCIPA, Inc., the Payor, and appropriate federal and state authorities, including the New York State Department of Health, to have access to Enrollee medical records and encounter data for the purpose of inspection and copying at no charge. Contracting Entity shall also provide RCIPA, Inc., the Payor and appropriate federal and state authorities with all financial data, reports and information concerning the appropriateness and quality of services provided to Enrollees as required or permitted by applicable law.

(l) Provide, in accordance with applicable law, copies of an Enrollee's medical records when the Enrollee transfers to another Provider in order to facilitate continuity of care and, upon request of RCIPA, Inc. or the Payor, to facilitate processing of payment, quality and utilization management, coordination of benefits, and Enrollee complaints.

(m) Allow representatives of RCIPA, Inc., the Payor, NCQA, and authorized government representatives appropriate access, as required or permitted by applicable law, upon reasonable request, to the Contracting Entity's premises and records for the purpose of inspecting the financial, administrative and medical records relating directly to Enrollees. Review of medical records shall be authorized by applicable law or pursuant to an Enrollee authorization. Upon request by RCIPA, Inc. or the Payor, Contracting Entity shall forward copies of medical records of Enrollees to RCIPA, Inc. or the Payor within the specified reasonable time frame. Upon request, Contracting Entity shall participate in personal interviews with representatives from NCQA and authorized government representatives.

(n) Comply with facility standards as set forth by RCIPA, Inc. and/or the Payor relative to physical accessibility, physical appearance, OSHA regulations, and fire safety requirements.

(o) Seek, in accordance with Payor and/or RCIPA Policies, appropriate pre-authorization for in-patient hospitalizations, specialty referrals, out-of-network referrals, and any other services which may be required.

(p) Cooperate with the Enrollee in Provider grievance procedures established by RCIPA, Inc. or the Payor; and, properly advise RCIPA, Inc. of any complaint concerning Contracting Entity or Contracting Entity's staff members.

(q) Contracting Entity shall be bound by all of the RCIPA Policies and the Payor's policies that are communicated to Contracting Entity, and to cooperate fully with peer review, utilization management and review, quality improvement plans, re-credentialing, and other professional programs and requirements which have been established or may be established by RCIPA, Inc. or the Payor, and which may be required to comply with applicable law and standards adopted by NCQA or another agency performing similar functions.

(r) Notify RCIPA, Inc. immediately in the event of (i) the suspension, restriction, loss or revocation of any license or certification, or (ii) disciplinary action initiated against the Contracting Entity by a hospital, governmental agency, or professional society, or (iii) any act, occurrence or condition which might materially affect the Contracting Entity's ability to properly carry out the Contracting Entity's obligations under this Agreement, or (iv) exclusion from the Medicare or Medicaid programs, or (v) any other disciplinary action which results in a reduction or limitation of clinical privileges.

(s) Comply with all applicable laws.

(t) Provide all Health Services in accordance with the terms and conditions of this Agreement and applicable law.

(u) Bill for Health Services provided by all of the Contracting Entity's Providers under the Contracting Entity's tax identification number ("TIN") (see Section 10 (a) regarding reporting of income for tax purposes).

### 3. **Compensation.**

(a) Contracting Entity shall be paid in accordance with the RCIPA, Inc. fee schedule applicable to a Health Benefit Plan, which fee schedule may include a risk arrangement applicable to the Health Benefit Plan.

(b) Contracting Entity shall not, under any circumstances including, but not limited to, a breach of this Agreement by RCIPA, Inc. or insolvency of RCIPA, Inc. or the Payor, bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against any Enrollee, or person acting on his/her behalf, for services provided pursuant to this Agreement. This provision does not prohibit Contracting Entity from collecting supplemental charges, Deductibles, Co-Payments, any other payment that is the responsibility of the Enrollee under the Health Benefit Plan, or fees for non-covered services delivered on a fee-for-service basis to the Enrollee, provided that the Contracting Entity shall have advised the Enrollee in writing that the services are uncovered and of the Enrollee's liability for payment for same prior to providing the service. If the Contracting Entity has not been given a list of Covered Health Services or the Contracting Entity is uncertain as to whether a service is a Covered Health Service, the Contracting Entity shall make reasonable efforts to contact the Payor or RCIPA, Inc. or its designee and obtain a coverage determination prior to advising the Enrollee as to coverage and liability for payment. This provision shall survive the

termination of this Agreement regardless of the cause giving rise to termination and shall be construed for the benefit of the Enrollee, and this provision supersedes any oral or written contrary agreement now existing or hereafter entered into between Contracting Entity and Enrollee or any person acting on such Enrollee's behalf.

4. **Claims Submission.**

(a) Contracting Entity shall submit complete claims information to the Payor or its administrator ONLY AFTER THE PAYOR OR ITS ADMINISTRATOR HAS ISSUED AN EFFECTIVE DATE OF PARTICIPATION OF THE CONTRACTING ENTITY UNDER EACH SPECIFIC HEALTH BENEFIT PLAN. The claim must include, at a minimum, the following to be considered a clean and appropriate claim: (i) identification of actual professional treatment; (ii) identifying patient information; (iii) diagnosis in the ICD10 and/or subsequent mandated diagnosis code set format; (iv) date of service; (v) place of service; and (vi) an itemized record of services provided in the Healthcare Common Procedure Coding System (HCPC Level 1 CPT and Level 2) format, with billing shown by the required code. Such claims shall be submitted in accordance with applicable policies within 90 calendar days following the date on which the Health Service was rendered. When one charge is customarily made by Contracting Entity for a series of related Health Services, the claim shall be submitted within 90 calendar days after the date on which the charge is customarily made, except that Contracting Entity shall not charge for a Health Service before it is rendered.

(b) In the event Contracting Entity's claim is not received within the 90 calendar day period, then such claim shall be denied and Contracting Entity waives all rights to receive payment from the Payors, the Enrollee or RCIPA, Inc. If a claim has been returned to Contracting Entity because of incorrect or incomplete information, or because the claim form has been incorrectly completed, and a properly completed claim is not resubmitted within 90 days from the date the claim is returned, then such claim shall be denied and Contracting Entity waives all rights to receive payment.

(c) An extension of the 90 day filing requirement will be granted in the case of the death or disability of Contracting Entity or theft or destruction of records, provided that an application for extension has been submitted to the Payor or its administrator within 30 calendar days after the occurrence of such an event.

(d) In the event a claim for payment is properly denied, in whole or in part, or adjusted for any reason except when the basis for the denial relates to termination of the Enrollee from coverage, either before or after it is paid, Contracting Entity shall not seek payment for such part of the claim that has been denied or adjusted. If a claim is denied or adjusted after it is paid, a refund payment will be made or the refund may be obtained by offsetting the refund amount owing from payments to Contracting Entity for other past and future claims.

(e) Contracting Entity shall retain, for a period of six years after a Health Service is rendered, all documents relating to and/or supporting any claim submitted including documents relating to the submission of and payment for such claim, unless applicable law requires retention for a longer period.

(f) In the event the Contracting Entity becomes aware of an underpayment, overpayment or payment made in error to the Contracting Entity, the Contracting Entity will notify the Payor within ten (10) business days after obtaining such knowledge. Contracting Entity shall cooperate with the Payor in arranging for the correction of such error by, if applicable, return of payments made in error to the Payor or to the Member or to the Contracting Entity.

5. **Enrollee Status.** The Contracting Entity will confirm, with respect to each Enrollee it treats, enrollment status, Co-Payment amounts and Deductibles in a particular Health Benefit Plan with the applicable Payor.

6. **Insurance.** Contracting Entity shall maintain professional liability (i.e., malpractice) insurance to provide coverage for the Contracting Entity, both during the term of this Agreement and after its termination, for Health Services rendered, and such insurance shall be in amount no less than \$1,300,000 per claim with an annual aggregate of \$3,900,000, except when RCIPA, Inc. or Payors determines that a lesser or greater amount is appropriate. Such insurance shall insure Contracting Entity against claims arising by reason of personal injury or death occasioned directly or indirectly in connection with the rendering of any Health Service by Contracting Entity during the term of this Agreement. Certificates of insurance and other evidence of the required professional liability insurance shall be provided to RCIPA, Inc. upon request and shall provide that RCIPA, Inc. shall be given 30 calendar days prior written notice of cancellation, termination or non-renewal of the above referenced policies. By executing this Agreement, Contracting Entity authorizes Contracting Entity's insurance carrier to confirm to RCIPA, Inc. that the insurance required in this Section is in effect.

7. **Records.** Contracting Entity shall maintain and keep for each Enrollee complete and appropriate medical records and administrative and financial records regarding all Enrollees to whom Health Services are provided. Such records include, but are not limited to, information which accurately reflects, for each and every encounter with the Enrollee, the evaluation of the Enrollee and the treatment provided or arranged. Such records must also be adequate to assure continuity of care and to permit assessment of quality of care. If such a record does not exist for an encounter, it shall be presumed that a Health Service was not provided, and Contracting Entity shall not be paid for the encounter irrespective of the Health Service rendered. Such records shall be maintained and kept confidential in accordance with Contracting Entity's code of ethics and applicable law. Such records shall be maintained for at least six years or, in the case of minors, until six years after the minor reaches the age of majority.

8. **Applicable Health Benefit Plan.**

(a) Each Health Benefit Plan may have a different Payor and may have its own unique design.

(b) Contracting Entity understands that a Payor may require separate contracts with RCIPA, Inc. or its affiliates, depending upon the Health Benefit Plan. That being the case, this Agreement shall apply to each and every Health Benefit Plan, irrespective of the entity with whom the Payor contracts, which entity shall be deemed to be a party to this Agreement and shall be referred to as RCIPA, Inc.

9. **Termination.**

(a) This Agreement shall be effective as of the date set forth on the signature page next to the Contracting Entity's signature, and shall remain in effect until December 31<sup>st</sup> immediately following. This Agreement shall then automatically renew from year to year on the January 1<sup>st</sup> anniversary date, unless either party gives written notice to the other of its decision to not renew this Agreement at least 60 days prior to the January 1<sup>st</sup> anniversary date.

(b) Either party may terminate this Agreement due to a material breach by the other party on 30 calendar days prior written notice, but the breach may be cured during the 30-day notice period.

(c) This Agreement may be terminated with respect to an individual Provider immediately by RCIPA, Inc. if the Provider is found guilty of professional misconduct, or if the Provider's ability to provide Health Services is impaired, or if the Provider ceases to be a credentialed provider of RCIPA, Inc. or Payor, voluntarily or involuntarily.

(d) On termination the rights of each party hereunder shall terminate. However, termination shall not release Contracting Entity from its obligation to complete treatment under the terms of this Agreement, subject to the Principles of Medical Ethics of the American Medical Association and when requested to do so by RCIPA, Inc., and to cooperate in the referral of Enrollees to a new Participating Provider in order to assure continuation of care. At the option of the Enrollee who is involved in an ongoing course of treatment or who has entered the second trimester of pregnancy on the effective date of termination of this Agreement, the obligations of Contracting Entity shall continue for a period of 90 days in the case of ongoing treatment, or for a period that includes the provision of postpartum care directly related to delivery in case of pregnancy. Contracting Entity shall be paid for services provided under this Section in accordance with this Agreement. Termination shall not release Contracting Entity from Contracting Entity's obligations under those Sections of this Agreement which anticipate post-termination performance. Termination shall also not affect Contracting Entity's right to receive payment for Health Services rendered to Enrollees in accordance with the terms of this Agreement.

(e) Termination shall not amount to a release of any claim by either party for money owing, which includes, but is not limited to, repayment of paid claims if the basis for termination related to those claims, or refund of claims denied or adjusted. Any monies owing by Contracting Entity to RCIPA, Inc. shall be paid on demand. If not paid, the monies owing may be off-set against monies owing to Contracting Entity by RCIPA, Inc. for unpaid claims.

(f) If this Agreement is to be implemented prior to approval by the New York State Department of Health, any changes to this Agreement required by the Department of Health will be made by the parties to this Agreement, or this Agreement will be terminated if so directed by the Department of Health.



10. **Miscellaneous.**

(a) No waiver by either party of a breach or violation of any provision of this Agreement shall be effective unless in writing, or shall operate as or be construed to be a waiver of any subsequent breach.

(b) This Agreement shall be governed by and construed in accordance with the laws of New York State.

(c) Every provision of this Agreement is intended to be severable. If any provision is held to be invalid or unenforceable by law or by a court of competent jurisdiction, all other provisions shall nevertheless continue in full force and effect. In lieu of such invalid or unenforceable provision, there shall be added as a part of this Agreement a legal, valid, and enforceable provision as similar in terms to such invalid or unenforceable provision as may be possible.

(d) Contracting Entity shall not assign or otherwise transfer this Agreement or any interest in this Agreement to any other party, nor may Contracting Entity arrange to have another Provider render a Health Service which Contracting Entity is responsible for rendering, except for coverage as permitted under Section 2(f) above.

(e) In the performance of Contracting Entity's obligations under this Agreement, it shall at all times act with respect to RCIPA, Inc. as an independent contractor. Neither RCIPA, Inc. nor the Payor shall have or exercise any direct control or direction over the methods by which Contracting Entity shall perform professional services or the Provider-patient relationship.

(f) Contracting Entity hereby authorizes RCIPA, Inc. and the Payor to use its name, address, phone number, type of practice and an indication of willingness to accept additional Enrollees in its roster of Participating Providers and in other materials relating to the Health Benefit Plan.

(g) Contracting Entity shall cooperate in programs relating to coordination of benefits and other third party claims, and execute any documents that may be required or appropriate for that purpose.

(h) All amendments or modifications to this Agreement shall be sent by RCIPA, Inc. to Contracting Entity or communicated electronically (e.g., by e-mail or facsimile), and shall be deemed accepted by Contracting Entity, unless Contracting Entity notifies RCIPA, Inc. to the contrary within 30 days after receipt of the notice, in which case the Contracting Entity or RCIPA, Inc. may terminate this Agreement.

(i) The signature page may be amended from time to time by RCIPA, Inc. by the addition or deletion of Health Benefit Plans, provided that such addition or deletion is sent by RCIPA, Inc. to Contracting Entity or communicated electronically (e.g., by e-mail or facsimile) prior to the effective date of the change.

(j) In the event any dispute shall arise with regard to performance or interpretation of any of the terms of this Agreement, such dispute shall be resolved by a judicial proceeding in federal or state court, unless RCIPA, Inc. or Contracting Entity elects to submit such dispute to arbitration in Rochester, New York before an arbitrator under the American Health Lawyers' Association Alternative Dispute Resolution Services Rules of Procedure, or before a board of arbitrators consisting of three members under the commercial rules and regulations of the American Arbitration Association. Such election by RCIPA, Inc. or Contracting Entity may be made at any time prior to the commencement of a judicial proceeding or, in the event a judicial proceeding is commenced, at any time prior to the last day to answer the summons and complaint. The cost of the arbitration shall be borne equally by the parties. The parties shall be bound by the decision of the arbitrator and judgment on the award may be entered in a court of competent jurisdiction. The Commissioner of the Department of Health shall not be bound by any arbitration decision.

(k) Any notice required to be given under the terms of this Agreement shall be delivered personally during normal business hours, or sent by certified mail, return receipt requested, postage prepaid, or by such other means authorized in this Agreement. Any notice which is mailed shall be deemed given on the second business day after the day of mailing (not counting the day mailed), irrespective of the date of receipt. Notices may be signed and given by the attorney for the party giving the notice.

(l) Notwithstanding any of the provisions of this Agreement, the parties shall comply with the provisions of Chapter 705 of the Laws of 1996 (the Managed Care Reform Act of 1996), Chapter 551 of the Laws of 2006, Chapter 451 of the Laws of 2007 and Chapter 237 of the Laws of 2009, and all amendments thereto.

(m) Nothing in this Agreement is intended to, or shall be deemed to, transfer liability for any act or omission on the part of RCIPA, Inc. or a Payor, by indemnification or otherwise, to the Contracting Entity.

(n) Nothing in this Agreement shall result in a transfer of full or ultimate risk for the cost of Health Services to the Contracting Entity.

(o) With respect to the delivery of Health Services to Enrollees receiving benefits under the Medicare Part C or D Program, Contracting Entity shall comply with applicable provisions of the Medicare Addendum which, if applicable, will be attached to this Agreement.

(p) Information: For RCIPA, Inc. related news, updates, fee schedule announcements etc., please sign up for the RCIPA StatSheet [www.rcipa.com/statsheet.php](http://www.rcipa.com/statsheet.php).

(q) Change in Providers: Contracting Entity shall notify RCIPA, Inc. as soon as practical of any Provider who is no longer associated with the Contracting Entity and thus no longer billing under the Contracting Entity's TIN, and Contracting Entity must also include the effective termination date for the Provider. Contracting Entity shall notify RCIPA, Inc. of any new Providers joining the Contracting Entity with sufficient advance notice so that the Provider can be enrolled with RCIPA, Inc. and enrolled and/or credentialed by the Payors. Please note

that the credentialing process can take up to ninety (90) days. Therefore, it is imperative that the Contracting Entity notify RCIPA, Inc. as soon as possible. If the Provider is not enrolled and/or credentialed, and the Provider provides care and submits a claim, the claim will be treated as a claim by a non-participating Provider and the claim will not be covered by this Agreement or the RCIPA, Inc. fee schedule and may be denied.

(r) Fee Schedule: RCIPA, Inc. fee schedule information and insurance partner information can be found at [www.rcipa.com](http://www.rcipa.com).

(s) IRS Form W-9: Please complete the IRS Form W-9 for the Contracting Entity's TIN (i.e., its EIN or SSN).

(t) Entity Information: Please contact RCIPA, Inc. immediately if any Entity information changes. This includes, for example, a change of address, new practice locations, new billing contact person, new telephone numbers, change of name or the addition of an assumed name.

(u) Contracting Entity TIN: Payment under this Agreement to the Contracting Entity will be reported by Payors for tax purposes to the federal government under the Contracting Entity's TIN number set forth below. If the Contracting Entity changes its TIN number, or obtains an additional TIN number, or transfers its TIN number, a new Participation Agreement must be signed and the Roster of Providers enrolled must be changed to reflect the new TIN. If the Contracting Entity submits a claim for payment for Health Services rendered under a TIN for which there is no RCIPA, Inc. Participation Agreement, the claim will not be governed by this Agreement or the RCIPA fee schedule and may be denied.

**[Signature Page Follows]**

**SIGNATURE PAGE RCIPA, INC. PARTICIPATION AGREEMENT**

Health Benefit Plans Covered by the Agreement

RCIPA Partner information: <http://www.rcipa.com/partners.php>

*Health Benefit Plans administered by POMCO*

*Health Benefit Plans administered by Independent Health / Nova Healthcare*

CONTRACTING ENTITY SECTION

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↑ Signature (TIN owner or authorized representative of the TIN)    ↑ Agreement Effective Date

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↑ Print Name (TIN owner or authorized representative of the TIN)

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↑ Tax Identification Number (EIN or SSN) (the billing tax id)    ↑ Group NPI (if applicable)

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↑ Legal Taxpayer Name (the legal name that appears on the W-9)

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↑ DBA (if applicable)

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RCIPA STAFF USE ONLY BELOW THIS LINE

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This Agreement has been duly recorded and executed by RCIPA, Inc. Date \_\_\_\_\_

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↑ By

↑ Title