



Rhode Island Primary Care Physicians Corporation  
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## RIPCPC BEHAVIORAL HEALTH AFFILIATE MEMBERSHIP AGREEMENT

RIPCPC BEHAVIORAL HEALTH AFFILIATE MEMBERSHIP AGREEMENT (the "Agreement") is made as of (the "Effective Date"), by and between RHODE ISLAND PRIMARY CARE PHYSICIAN'S CORPORATION, a Rhode Island Corporation ("RIPCPC"), and (the "Provider"), a duly licensed behavioral health provider having an office at \_\_\_\_\_

WHEREAS, RIPCPC agrees to provide to the PROVIDER RIPCPC credentialing, group purchasing, inclusion in specialist provider network, and other services as determined from time to time by RIPCPC (the "Services");

WHEREAS, the PROVIDER is a provider of health care services currently licensed to practice in the State of Rhode Island and is willing to effect economies of scale, contain health care costs and improve quality;

WHEREAS, the PROVIDER agrees to participate in the Services offered by RIPCPC; WHEREAS, RIPCPC and the PROVIDER desire to enter into this Agreement;

NOW, THEREFORE, in consideration of the promises, the mutual covenants herein contained, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

### 1.0 NATURE OF AGREEMENT

1.1 Nature of this Agreement RIPCPC's primary role under this Agreement is to develop a provider network and maintain a group purchasing arrangement. Under the terms of this Agreement, RIPCPC is not an insurer, an indemnifier of health care benefits, or a health care benefit provider.

1.2 Independent Contractor In the performance of all work, duties and obligations under this Agreement, the PROVIDER is at all times acting and performing as an independent contractor practicing the profession in which s/he is licensed. No relationship of employer and employee, partners or joint venturers, or principal and agent, is created by this Agreement other than the limited agency created by the appointment of RIPCPC as the PROVIDER's attorney-in-fact pursuant to Section 1.3. The PROVIDER shall have no authority to bind RIPCPC in any contract or obligation.

1.3 Appointment of RIPCPC as Attorney-in-Fact The PROVIDER hereby appoints RIPCPC as the PROVIDER's attorney-in-fact with the authority to act on behalf of the PROVIDER to negotiate various arrangements with suppliers, payers, insurance companies, health benefit trusts, integrated delivery systems or any other similar entity ("Other Entities") for the purchase of products at a discount or the inclusion on specialist provider panels.

1.4 Non-Exclusive Agreement The PROVIDER shall not be precluded from entering into other organizations or networks. This Agreement is not exclusive and does not limit the PROVIDER's ability to select, negotiate, or enter into other agreements or arrangements for any type of service.

1.5 Participation RIPCPC does not guarantee that the PROVIDER will be able to participate in all arrangements negotiated by RIPCPC.

1.6 Inquiries The PROVIDER agrees to respond to any written inquiry from RIPCPC or Other Entities regarding Services within ten (10) days of receipt of the inquiry. Failure to respond completely and timely to written inquiries or to otherwise cooperate with RIPCPC regarding the inquiries will be grounds for termination of this Agreement.

## 2.0 CREDENTIALING/UTILIZATION REVIEW/QUALITY ASSURANCE

2.1 Peer Review and Credentialing The PROVIDER hereby acknowledges that RIPCPC will individually credential and review the PROVIDER, and the PROVIDER agrees to cooperate with RIPCPC's credentialing and review process.

2.2 Utilization Review The PROVIDER agrees to cooperate and comply with all utilization review programs, policies and procedures, if any, established by RIPCPC. Such cooperation and compliance shall include, but shall not be limited to, responding to requests for information regarding the PROVIDER's treatments and admissions. The PROVIDER acknowledges that failure to cooperate with RIPCPC's utilization review programs, policies and procedures may result in termination of this Agreement.

2.3 Quality Assessment The PROVIDER agrees to cooperate and comply with the Quality Assessment Program, if any, as may be maintained by RIPCPC from time to time. The PROVIDER acknowledges that failure to cooperate with RIPCPC's Quality Assessment Program may result in termination of this Agreement.

2.4 Outcome and Performance Data RIPCPC shall be entitled to require, request reports regarding, and/or gather outcomes and performance data for the PROVIDER. The PROVIDER acknowledges and agrees that such data may be provided by Other Entities to RIPCPC and by RIPCPC to Other Entities. However, the PROVIDER shall have an opportunity to inspect the PROVIDER's individual data and to correct any errors and omissions.

2.5 Participation Expectations The PROVIDER agrees to comply with all expectations for participation delineated currently or in the future by the Behavioral Health Affiliate Membership Committee, including (but not limited to)

- a. to contact active clients' PCP within 2 hours for urgent communication
- b. to accept no less than 2 appropriate referrals per FTE Member per month
- c. to see at least 2 cases appropriate urgent referrals per Member per year within the next business day when requested by referring PCP and available
- d. to offer appointments to appropriate new referrals to be seen within 3 business days when requested by referring PCP, with the option for Members to indicate that they are temporarily unavailable for specified periods, e.g., vacations
- e. to communicate electronically as appropriate and to submit information electronically regarding contracted performance data
- f. to use standard communication forms and procedures selected by RIPCPC, including:

- a. to provide PCP written documentation of consultations with new patients referred urgently within the same day (or verbally, with written documentation provided the next day)
- b. to provide PCP written documentation of initial consultations with patients not referred urgently within one week from initial contact
- c. to provide PCP written documentation of ongoing meetings with patients monthly and additionally as clinically indicated and mutually agreed with PCP
- g. to address medical problems identified by PCP and indicate whether they will be targets of behavioral health care
- h. to communicate diagnosis, treatment plan, monthly progress, and identified barriers to expectable progress to PCP, with questions or notifications regarding interaction of medical and behavioral concerns as relevant
- i. to participate in Continuing Education (POD) meetings as required by RIPCPC expectations, currently 60% of scheduled meetings per year

2.6 Release The PROVIDER hereby releases RIPCPC and any of its affiliates, and their respective shareholders, members, directors, officers, employees or agents, from any liability, and agrees to waive all legal claims which the PROVIDER may now or hereafter have against such individuals or entities, related to any actions taken in good faith in connection with the credentialing of the PROVIDER or with the evaluation of patient care by the PROVIDER, the PROVIDER's professional qualifications or the merits of a complaint about the PROVIDER. The PROVIDER further releases from liability any individual or entity that

provides information to such individuals or entities bearing on the evaluation of patient care by The PROVIDER, the PROVIDER's professional qualifications or the merits of a complaint about the PROVIDER and who discloses such information in good faith.

### 3.0 GROUP PURCHASING

3.1 Obligations The PROVIDER hereby acknowledges that he or she has the present Intention of participating in all of the group purchasing arrangements sponsored by RIPCPC. This agreement shall not, however, be construed to obligate the PROVIDER to purchase any particular amount of a given service or product. The PROVIDER further acknowledges that RIPCPC is acting as a negotiator and will neither take title to, nor be obligated to pay for, any services or products by virtue of this Agreement.

### 4.0 PROVIDER PANEL

4.1 Inclusion PROVIDER acknowledges that RIPCPC shall use reasonable efforts to negotiate arrangements to include PROVIDER in relevant selective provider panels and managed care contracts; provided, however, that any negotiation shall not include the negotiation of fees or any capitated payment arrangement.

4.2 Participation RIPCPC does not guarantee that PROVIDER will be able to participate in any managed care contract or be included in any provider panel that has a contract with RIPCPC or members of RIPCPC.

### 5.0 INDEMNIFICATION

5.1 Indemnification The PROVIDER agrees to indemnify, defend, and hold harmless RIPCPC for any and all claims or liability arising out of RIPCPC's negotiating agreements and/or purchasing arrangements, or for using Services or products purchased under this Agreement.

## 6.0 REPRESENTATIONS AND WARRANTIES

6.1 PROVIDER's Representations and Warranties The PROVIDER hereby represents and warrants to RIPCPC and all Entitles that:

6.1.1 Licensure The PROVIDER is currently licensed to practice in the State of Rhode Island and is qualified to practice in the specialty in which the PROVIDER will be providing services. The PROVIDER will maintain all licenses and certifications required under state and federal law for professionals rendering the type of health care service the PROVIDER provides.

6.1.2 Medical Staff Privileges (if relevant) If the PROVIDER has listed medical staff privileges at a hospital acceptable to RIPCPC on his/her application, s/he shall maintain privileges at that or another hospital acceptable to RIPCPC, and shall comply with all rules and regulations of all hospitals at which the PROVIDER has staff privileges.

6.1.3 Accuracy of Application Information All of the information provided in the PROVIDER's RIPCPC application is true, complete, and not misleading in any material respect. The PROVIDER understands and agrees that all of RIPCPC's obligations under this Agreement are entered into in reliance upon the truth of the information and representations contained in the PROVIDER's application. RIPCPC shall have the right to terminate this Agreement immediately in the event that said information or representations are discovered to be untruthful, incomplete, or misleading in any material respect or that the PROVIDER has made any other material misrepresentation or omission to RIPCPC.

6.1.4 Insurance The PROVIDER maintains such policies of comprehensive general liability, professional liability, and other insurance as shall be necessary to insure the PROVIDER and its agents, servants, and employees, against all claims relating to any property damage, personal injury or death occasioned directly or indirectly by the performance or nonperformance of health care by the PROVIDER, or by the PROVIDER's agents, servants and employees acting within the scope of their duties.

6.1.5 Updates of Material Changes The PROVIDER will continuously update the application information provided to RIPCPC to reflect any material change. Without limiting the foregoing, the PROVIDER shall notify RIPCPC within three (3) days in the event of any of the following:

(a) any action taken to restrict the PROVIDER's licensure to provide health care services or to participate in the Medicare or Medicaid programs;

(b) any restriction, suspension or revocation of the PROVIDER's clinical staff membership or clinical privileges at any health care facility, or any other disciplinary action taken against the PROVIDER by any peer review body or any regulatory, licensing or accreditation agency or body;

(c) any settlement, trial verdict, or other final disposition of any suit brought or claim made against the PROVIDER for malpractice; or

(d) The insolvency or the filing of a petition in bankruptcy or receivership of the PROVIDER, any entity with which the PROVIDER practices, or any physician in any such entity.

## 7.0 TERM AND TERMINATION

7.1 Term The term of this agreement shall commence on the Effective Date listed below. This

Agreement shall automatically renew for subsequent renewal terms of one (1) year at the conclusion of the then-current term of this Agreement, unless either party gives the other party written notice of nonrenewal at least ninety (90) days prior to the termination date.

7.2 Termination without Cause Either party may terminate this Agreement at any time without cause by giving at least ninety (90) days prior written notice to the other party.

Notwithstanding the foregoing, nothing shall prevent termination of this Agreement at any time upon the mutual agreement of the parties.

7.3 Automatic Termination Notwithstanding any other provision in this Agreement, this Agreement shall terminate immediately and without notice if the PROVIDER is in breach of this Agreement or if the PROVIDER fails to maintain the representations and warranties provided under this Agreement. The PROVIDER acknowledges that an immediate termination will be effective as of the date the PROVIDER fails to maintain the representation or warranty; provided, however, that RIPCPC shall also have the right to suspend this Agreement pending a final decision regarding termination by RIPCPC or pending PROVIDER remedy of any such breach. The PROVIDER agrees that the RIPCPC Behavioral Health Affiliate Committee and RIPCPC Board shall have the right to terminate PROVIDER Membership for cause based on votes according to Committee and Board guidelines.

## 8.0 DISPUTE RESOLUTION

8.1 Arbitration Any disputes arising during the term of this Agreement shall be addressed first through informal discussions between the parties. If the parties are unable to resolve the dispute through such discussions, then any claim or controversy arising out of or relating to this Agreement, or the breach of it, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction. Venue shall be at a location in Providence, Rhode Island as designated by RIPCPC. Notwithstanding the foregoing, this provision shall not include any claims by one party concerning the liability of the other in the context of a medical malpractice suit.

## 9.0 MISCELLANEOUS

9.1 Additional Assurances The provisions of this Agreement shall be self-operative and shall require no further agreement by the parties except as may be specifically provided in this Agreement. However, at the request of either party, the other party shall execute such additional instruments and take such additional acts as may be reasonably requested in order to effectuate this Agreement.

9.2 Governing Law This Agreement shall be governed by and construed in accordance with the laws of the State of Rhode Island and with applicable federal laws and regulations.

9.3 Assignment This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives, successors and assigns. The PROVIDER may not assign this Agreement without RIPCPC' s prior written consent, and may not subcontract or delegate its rights, duties or obligations under this Agreement, in whole or in Part, without the prior written consent to RIPCPC.

9.4 Waiver The waiver by either party of any breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other

provision.

9.5 Notice Any notice, demand or communication required, permitted or desired to be given hereunder shall be deemed given when delivered either personally or by prepaid certified mail, return receipt request, addressed as follows:

If to the PHYSICIAN:

If to RIPCPC: Albert Puerini, M.D. 1150 New London Avenue Cranston, RI 02920  
cc: Behavioral Health Affiliate Committee

Or to such other address or person as either party may designate in writing.

9.6 Severability In the event that any portion of this Agreement is found to be void, illegal or unenforceable, the validity or enforceability of any other portion shall not be affected.

9.7 Directory RIPCPC and Other Entities may include in their respective directories the PROVIDER's name and other pertinent information regarding its credentials. The PROVIDER shall not promote or publicize its status under this Agreement without the prior written consent of RIPCPC.

9.8 Confidentiality The PROVIDER agrees to keep all information that the PROVIDER receives from RIPCPC, including but not limited to practice parameters and guidelines, data, reimbursement methods and rates, prices, trade secrets, program systems, and other documentation, confidential.

9.9 Entire Agreement This Agreement supersedes any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement.

9.10 Amendments This Agreement may be amended by either party upon written notice to the other if necessary in order to comply with applicable law. It may also be amended by RIPCPC upon thirty (30) days prior written notice to the PROVIDER, unless the PROVIDER objects to the proposed amendment within fifteen (15) days of the date the notice of amendment was sent.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below:

\_\_\_\_\_  
Behavioral Health Clinician

\_\_\_\_\_  
RHODE ISLAND PRIMARY CARE  
PHYSICIANS CORPORATION

\_\_\_\_\_  
Print Name

by: Albert Puerini, M.D.  
President

Date: \_\_\_\_\_

\_\_\_\_\_