

PROVIDER APPLICATION AND AGREEMENT

This Agreement is effective on the date noted on the signature page of this Agreement by and between the Provider (hereinafter referred to as "Provider"), and New Jersey Health and Wellness Network (hereinafter referred to as "Company" or "NJHWN").

WHEREAS, Company and Provider mutually desire to enter into an Agreement whereby Provider shall provide services to participating Members of Company in a quality manner which preserves and enhances patient dignity;

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained and other good and valuable consideration, the parties agree as follows:

- A. Provider agrees to provide services to Company's Member and shall not differentiate or discriminate in the treatment of Members for any reason.
- B. Company will provide to Members an identification card, which clearly identifies the patient as a Member of Company. Provider's staff is responsible to ensure person presenting the ID Card is the Member by requesting a valid ID, such as a Driver's License etc... It is understood that the ID Card is valid for the Member or Member's entire immediate registered family, whichever is applicable.
- C. Provider understands and agrees that Company may use its name, address, telephone number, E-mail address description of services, fees and/or other pertinent information in the Company List of Participating Providers. Provider further agrees to permit Company to disclose a listing of Provider's Regular Billed Charges and/or Negotiated Discount Rates.
- D. Provider agrees to submit to Company the following: Copy of Medical License and Copy of Malpractice Insurance Face Sheet.
- E. Each Participating Provider will be listed in the Company's Provider List as accepting 20% off of Regular Billed Charges or the Negotiated Discount Rates, whichever is greater. In the case when the discount fee schedule box in Exhibit A is checked, provider agrees to contractually abide by NJHWN's DISCOUNT FEE SCHEDULE. For the procedures that are not listed in the Listing of Provider's Regular Billed Charges or Negotiated Discount Rates, you will provide a 20% discount to our Member from your Regular Billed Charges. Provider agrees that Company and Company's Members will receive this Discount for a minimum term of one year from contracted date, after which time the Company may change the Discount amount by providing advance written notice to Provider. Company may from time to time ask Provider for, and Provider agrees to furnish, customary fee structure to Company so Company can verify that appropriate discounts are given to members. Payment will come from the Member when services are rendered.
- F. Provider shall collect from Member, at the time the service is rendered, full payment for services in accordance with Exhibit A. Provider agrees that: in no event, including, but not limited to, nonpayment by Member or Member's breach of this Agreement, shall Provider bill, charge, collect, seek compensation, remuneration or reimbursement from, or have any recourse against Company. Provider and Member agree that Member must pay for services at the time services are rendered. Provider agrees that Company is *not* an insurance company and that any and all monies due from Member must be collected from the Member. In the event a Member does not pay for services at the time of the visit, Provider agrees to collect the Identification Card from the Member and mail it to Company at:

NJ Health and Wellness Network
450 Shrewsbury Plaza Suite 291
Shrewsbury, NJ 07702
- G. Each party will indemnify the other and hold the other harmless from and against any and all losses and liabilities (including related legal expenses) arising from any third party claim, action, cause of action, contest or dispute to the extend the losses or liabilities are the result of the indemnifying party's negligent or intentional act or omission. This provision shall survive the termination of this Agreement.
- H. Provider is an Independent Contractor in performance of this Agreement. Nothing contained herein shall be construed to create the relationship of employer and employee or principal and agent between Company and Provider. Furthermore, nothing in this Agreement is intended to create nor shall it be construed to create any employment, agency, joint venture or partnership relationship between the parties. Company shall have no dominion or control over Provider, the patient relationship, Provider's personnel or facilities, or Provider's services.

- I. If any portion of this Agreement is found to be void or illegal, the validity or enforceability of any other portion shall not be affected. This Agreement shall be governed by the laws of the State of New Jersey.
- J. This Agreement shall immediately terminate in the event that the Provider is no longer licensed/registered to practice or engage in the practice of Provider's specialty in the state of licensure.
- K. Company and Provider agree to comply with all applicable federal and state laws and regulations.

The parties acknowledge that this Agreement will remain in effect for a period to include a term ending no sooner than _____, unless Company terminates the Agreement: a) Immediately and with written notice if Company, in its reasonable judgement, feels that continued participation may put a Member's health in jeopardy b) Upon ninety (90) days prior written notice from Company with or without cause. This Agreement shall continue to govern the relationship of the parties until either party terminates, by providing the other party with at least ninety (90) days prior written notice prior to the renewal date. Any such notices shall be sent certified mail, return receipt requested and shall be effective upon deposit in the U.S. Mail, postage prepaid.

This Agreement shall be renewed automatically on the anniversary date hereof. The parties acknowledge by their execution of this Agreement, that they have read, and agreed to, the entire contents of this Agreement. This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof, and supersedes all prior, oral or written, expressed or implied, agreements, understandings and policies.

In witness thereof, the undersigned have executed this Agreement to be effective on _____, 2008.

Provider

NJ Health and Wellness Network

X _____

Printed Name

Printed Name

Title

Title

Date

Date

Tax ID Number

EXHIBIT B

PROVIDER(S) AND LOCATION(S) FOR DIRECTORY LISTING

Please attach copy: Medical License and Proof of Malpractice Insurance

<p>Please list me as a:</p> <p>Primary Care Physician</p> <p><input type="checkbox"/> Family Practice</p> <p><input type="checkbox"/> Internal Medicine</p> <p><input type="checkbox"/> Pediatrics</p> <p><input type="checkbox"/> OB/GYN</p>	<p>Specialist</p> <p>List Specialty: _____</p>
---	---

GROUP NAME: _____

LIST INDIVIDUAL PROVIDER'S: (Groups: Complete ONE application and attach a copy of EACH provider's credentials)

_____	_____
_____	_____
_____	_____

LOCATION(S):

Address 1: _____ Address 2: _____

County: _____ County: _____

Phone: _____ Phone: _____

Fax: _____ Fax: _____

Office EMAIL1: _____ Office EMAIL2: _____

Office WEBSITE1: _____ Office WEBSITE2: _____

Please list *additional* addresses/locations on a separate sheet and submit with application

BOARD CERTIFIED: YES NO

BOARD ELIGIBLE: YES NO

CREDIT CARDS ACCEPTED: VISA MASTER CARD AMERICAN EXPRESS
 DISCOVER OTHER: (Specify: _____)

PLEASE MAIL OR FAX COMPLETED APPLICATIONS TO:

NJ Health and Wellness Network

Attention: Provider Enrollment Specialist
450 Shrewsbury Plaza Suite 291
Shrewsbury, NJ 07702

Phone: (732) 229-3344

Fax: (732) 728-0870

GROUPS WITH MORE THAN ONE PROVIDER ONLY NEED TO COMPLETE ONE
APPLICATION, BUT PLEASE ATTACH THE FOLLOWING INFORMATION FOR EACH
PROVIDER:

- Copy of Medical License
 - Proof of Malpractice Insurance
-

