



Horizon Blue Cross Blue Shield of New Jersey

Three Penn Plaza East
Newark, NJ 07105-2200
HorizonBlue.com

Instructions for completing the

HORIZON HEALTHCARE OF NEW JERSEY, INC. AGREEMENT WITH PARTICIPATING PHYSICIANS AND OTHER HEALTHCARE PROFESSIONALS

1. Review the information within this Agreement
(*The Agreement content follows these instructions.*).
2. Complete the required fields on pages 1, 9 and 20 of this Agreement.
 - Please do not highlight, alter, cross-out any text or make any special markings of alterations to this Agreement. An Agreement received with any such marks/alterations will be returned to you and will delay the credentialing process.
 - This form is a fillable PDF. You may complete most required fields electronically and then save and print a copy for submission. To save a completed copy of this PDF, click *File*, and then click *Save As*. Then rename the file and select the appropriate location to save to your computer.
3. Print a copy of the completed Agreement and sign page 20.
4. Mail a copy of this completed and signed Agreement along with the other required information outlined in the *Physician Checklist* or the *Other Health Care Professional Checklist* to:

**Horizon BCBSNJ
Credentialing & Recredentialing Department
3 Penn Plaza East, PP-14C
Newark, NJ 07105-2200**

Upon completion of the credentialing process and your approval by our Credentials Committee, Horizon BCBSNJ will:

- Enter the effective date and countersign the Agreement.
- Return a copy of the countersigned Agreement to you for your records.

If you have questions, please call our dedicated Physician Services team at **1-800-624-1110**, Monday through Friday, between 8 a.m. and 5 p.m., Eastern Time.

Reset

HORIZON HEALTHCARE OF NEW JERSEY, INC. AGREEMENT WITH PARTICIPATING PHYSICIANS AND OTHER HEALTHCARE PROFESSIONALS

Include your name here.

This Agreement ("Agreement") is made between Horizon Healthcare of New Jersey, Inc. ("Horizon"), and, _____ a licensed physician or other healthcare professional in the State of New Jersey or the State of _____ ("You" or "Your" and "Physician" or "Healthcare Professional", as applicable) and governs Your participation as a Participating Physician or Healthcare Professional (as defined herein).

If other than NJ, please indicate the state in which your primary practice is located.

RECITALS

WHEREAS, Horizon and its Affiliates (as defined herein) maintain networks of Participating Providers (as defined herein) for the purpose of providing Covered Persons (as defined herein) access to Covered Services (as defined herein); and

WHEREAS, You wish to participate in such networks for the purpose of making Your professional services available to Covered Persons; and

WHEREAS, You desire to participate as either
(Select one of the two options below and then select your specialty from the corresponding drop-down menu):

A Primary Care Physician (MD or DO) specializing in:

Click the arrow to the right and select your PCP specialty ...

Or

A Specialty Physician or Other Healthcare Professional specializing in:

Click the arrow to the right, scroll, and select your specialty ...

If you are applying as a PCP, please check this box and select your specialty (i.e., Family Practice, Internal Medicine or Pediatrics) from the drop-down menu.

If you are **NOT** applying as a PCP, please check this box and select your specialty from the drop-down menu.

NOW, THEREFORE, it is mutually agreed as follows:

1. DEFINITIONS

The following terms have meaning under this Agreement as follows:

- 1.1 "Affiliate" means any entity, as previously identified or as identified in the future by Horizon as an affiliate, which owns or is owned by Horizon, directly or indirectly, and any entity, as previously identified or as identified in the future by Horizon as an affiliate, which is under common ownership, directly or indirectly, with Horizon.

2. You shall maintain appropriate coverage for Your practice to assure the availability of Covered Services on a 24 hour day/7 day week basis for Emergencies and Urgently Needed Services or Urgent Care. You shall arrange for coverage by a Participating Healthcare Professional and shall ensure that in no event shall a covering healthcare professional bill a Covered Person for Healthcare Professional Services.
3. You agree that Horizon or an Affiliate may determine that Your Payment may be on a Capitation basis, upon at least ninety (90) days' advance notice of the Capitation amount and the manner in which Capitation is to be administered.

3. LICENSURE AND CREDENTIALING

You agree that throughout the entire term of this Agreement You shall comply with Horizon's credentialing standards, and cooperate in Horizon's credentialing and recredentialing program. In addition, You agree to maintain a current, unrestricted, valid license to practice medicine in the State of New Jersey or the State of _____, and active, unrestricted medical staff privileges at one or more Network Hospitals as may be required by Horizon. You shall notify Horizon immediately if Your (1) license to practice medicine in any state or license or certificate to practice in the area of Your specialty in any state, (2) certification(s) to prescribe medication, (3) medical staff privileges at any hospital, or (4) participation in the Medicare program, are voluntarily withdrawn, restricted temporarily or permanently, reclassified, suspended or revoked for any reason. You shall also notify Horizon immediately if You are granted a leave of absence by any hospital or You are indicted or convicted of a criminal offense regardless of the nature of the offense or upon becoming the subject of an investigation by a licensing body, hospital committee, or peer review organization, or if You become subject to any disciplinary action taken by any government program, hospital, managed care organization, licensing authority or peer review organization, including but not limited to an active or stayed reclassification, suspension, revocation or restriction of Your professional license or of a professional certification, voluntarily or involuntarily submitting to nonroutine supervision, admissions review, monitoring, education or remedial action.

You agree to provide Horizon with all information necessary to comply with Horizon's credentialing and re-credentialing activities, and further agree to provide Horizon with complete information within the time period requested. You agree to use the Council for Affordable Quality Healthcare (CAQH) system for submission of credentialing and recredentialing information, unless other arrangements are made with Horizon. You agree that any information You provide to Horizon (either directly or indirectly through CAQH) in connection with these activities which is subsequently found to be false, misleading, or incomplete could result in the termination of this Agreement.

You agree to comply with requirements for continuing education mandated by any hospital with which You are affiliated, the State of New Jersey, CMS or as otherwise required by Horizon. In addition, You agree that any nurses or any other health professionals employed by or providing services for You who may provide services to Covered Persons shall be duly licensed or certified under applicable law, and if applicable, credentialed by Horizon.

If other than NJ, please indicate the state in which your primary practice is located.

Please include your name and the date.

After printing a copy of the Agreement, sign here.

The Agreement will be returned to you if these fields are not completed.

Please **DO NOT** complete the fields highlighted in red.

This information will be entered upon the completion of the credentialing process and your approval by our Credentials Committee.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, as indicated below, to be effective on the _____ day of _____, in the year _____.

**PHYSICIAN or
HEALTHCARE PROFESSIONAL**

Signature: _____

Print Name: _____

Date: _____

**HORIZON HEALTHCARE
OF NEW JERSEY, INC.**

By: _____

Print Name: _____

Title: _____

Date: _____

**HORIZON HEALTHCARE OF NEW JERSEY, INC.
AGREEMENT WITH PARTICIPATING PHYSICIANS
AND OTHER HEALTHCARE PROFESSIONALS**

This Agreement (“Agreement”) is made between Horizon Healthcare of New Jersey, Inc. (“Horizon”), and, _____ a licensed physician or other healthcare professional in the State of New Jersey or the State of _____ (“You” or “Your” and “Physician” or “Healthcare Professional”, as applicable) and governs Your participation as a Participating Physician or Healthcare Professional (as defined herein).

RECITALS

WHEREAS, Horizon and its Affiliates (as defined herein) maintain networks of Participating Providers (as defined herein) for the purpose of providing Covered Persons (as defined herein) access to Covered Services (as defined herein); and

WHEREAS, You wish to participate in such networks for the purpose of making Your professional services available to Covered Persons; and

WHEREAS, You desire to participate as either
(Select one of the two options below and then select your specialty from the corresponding drop-down menu):

- A Primary Care Physician (MD or DO) specializing in:

Or

- A Specialty Physician or Other Healthcare Professional specializing in:

NOW, THEREFORE, it is mutually agreed as follows:

1. DEFINITIONS

The following terms have meaning under this Agreement as follows:

- 1.1 **“Affiliate”** means any entity, as previously identified or as identified in the future by Horizon as an affiliate, which owns or is owned by Horizon, directly or indirectly, and any entity, as previously identified or as identified in the future by Horizon as an affiliate, which is under common ownership, directly or indirectly, with Horizon.

- 1.2 **“Capitation”** means prospective payment made at a predetermined, monthly rate. Capitation will only apply after you are given reasonable advance notice of Capitation amounts and the manner in which Capitation is to be administered. You shall not be eligible to be paid Capitation until such time as Your Panel (as defined herein) reaches a threshold of membership or You meet other criteria determined by Horizon.
- 1.3 **“CMS”** means the Centers for Medicare and Medicaid Services of the United States Government (formerly the Health Care Financing Administration) or successor agency.
- 1.4 **“Coinsurance”** means a percent of the Payment (as defined herein) which a Covered Person is responsible to pay for Covered Services.
- 1.5 **“Copayment”** means a specified dollar amount which a Covered Person is responsible to pay for Covered Services.
- 1.6 **“Covered Person”** means a person eligible to receive benefits under a Health Benefit Plan (as defined herein). Covered Persons include commercial, Medicare and other enrollees.
- 1.7 **“Covered Service”** means a service or supply provided to a Covered Person which the Covered Person is eligible to receive under a Health Benefit Plan.
- 1.8 **“Emergency”** means, except as to the Medicare Program, a medical condition manifesting itself by acute symptoms of sufficient severity including, but not limited to, severe pain, psychiatric disturbances and/or symptoms of substance abuse such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in: placing the health of the individual (or, with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy; serious impairment to bodily functions; or serious dysfunction of a bodily organ or part. With respect to a pregnant woman who is having contractions, an emergency exists where: there is inadequate time to affect a safe transfer to another hospital before delivery; or the transfer may pose a threat to the health or safety of the woman or unborn child.
- “Emergency”** means, as to the Medicare Program, a medical condition manifesting itself by acute symptoms of sufficient severity (including, but not limited to, severe pain) such that a prudent layperson, with an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in (a) serious jeopardy to the health of the individual or, in the case of a pregnant woman, the health of the woman or her unborn child, (b) serious impairment of bodily functions, or (c) serious dysfunction of any bodily organ or part. Emergency services include a medical screening examination and inpatient and outpatient services that are needed to stabilize an Emergency medical condition.
- 1.9 **“Health Benefit Plan”** means the contract describing the benefits partially or wholly insured, underwritten and/or administered by Horizon of which You have received or will receive notification that this Agreement applies and those of an Affiliate of which You have received or will receive notification that this Agreement applies. In addition, it

shall include programs administered by the Blue Cross and Blue Shield Association in which Horizon or an Affiliate participates. The Managed Medicaid Program will not be a Health Benefit Plan under this Agreement. Any written agreements or understandings between You and Horizon with respect to the Managed Medicaid Program shall remain in effect and are not superseded by this Agreement.

- 1.10 **“Healthcare Professional”** means a participating duly licensed healthcare professional (other than Primary Care Physician or Specialty Physician) who has a contractual arrangement with Horizon and/or an Affiliate for the provision of Healthcare Professional Services.
- 1.11 **“Healthcare Professional Services”** means those Covered Services provided by a Healthcare Professionals which are not Primary Care Services or Specialty Physician Services.
- 1.12 **“Medicare Program”** means a managed care program established by Horizon or an Affiliate under Title XVIII of the Social Security Act, including the Medicare Advantage program or successor program.
- 1.13 **“Network Hospital”** means a hospital which has a contractual arrangement with Horizon and/or an Affiliate to provide Covered Services for certain inpatient and outpatient hospital services.
- 1.14 **“Panel”** means the group of Covered Persons who have notified Horizon that they have selected You to be their Physician or who may be assigned to You.
- 1.15 **“Participating Physician”** means a physician who has a contractual arrangement with Horizon and/or an Affiliate to provide Covered Services.
- 1.16 **“Participating Provider”** means a Participating Physician, Network Hospital, or other health care professional or entity who has a contractual arrangement with Horizon and/or an Affiliate to provide Covered Services.
- 1.17 **“Payment”** means the amount payable to You for Covered Services which shall be either of the following type: (i) the lesser of Your billed charge or Horizon's or an Affiliate's applicable fee; or (ii) Capitation. You acknowledge that the type of Payment generally and the type of Payment for any particular Covered Service is determined by Horizon and is subject to revision from time to time. Horizon's standard (current) applicable fees for your area of practice are available upon request.
- 1.18 **“Primary Care Physician” or “PCP”** means a Participating Physician, within the specialties of internal medicine, family practice, pediatrics or other specialty as recognized by Horizon, who provides Primary Care Services as defined herein. In addition, Primary Care Physicians are responsible for the provision, supervision and coordination of Primary Care Services as defined herein for the PCP's Panel. (A Primary Care Physician may sometimes be referred to as a “Personal Care Physician” in Horizon and Affiliate materials.) For purposes of Section 2.4 below, PCPs shall be considered to be Specialty Physicians when not acting as a PCP. If Horizon so agrees, a Specialty

Physician may serve as the PCP for a Covered Person, in which case the Specialty Physician shall be considered to be a PCP under this Agreement as to such Covered Person(s) only and shall be considered a Specialty Physician for all other purposes. If Horizon so agrees, a Healthcare Professional may serve as the PCP for a Covered Person, in which case the Healthcare Professional shall be considered to be a PCP under this Agreement as to such Covered Person(s) only and shall be considered a Healthcare Professional for all other purposes.

- 1.19 **“Primary Care Services”** means those Covered Services encompassed in the specialties of internal medicine, family practice, pediatrics, or other specialty as recognized by Horizon that are provided by PCPs, including but not necessarily limited to:
- (a) All primary ambulatory care visits and routine office procedures;
 - (b) Periodic physical examinations;
 - (c) Routine injections and immunizations, including some vaccinations;
 - (d) Hospital care and subacute care;
 - (e) All routine office care and Emergency and Urgently Needed Services or Urgent Care within the scope of Your practice; and
 - (f) Appropriate referrals, when required, to and coordination with Specialty Physicians and other health care providers.
- 1.20 **“Self-Insured Account”** means an employer group or other sponsor whose benefit program is administered and/or managed, but not fully underwritten, by Horizon or an Affiliate.
- 1.21 **“Specialty Physician”** means a Participating Physician who has a contractual arrangement with Horizon and/or an Affiliate for the provision of Specialty Physician Services.
- 1.22 **“Specialty Physician Services”** means those Covered Services provided by Specialty Physicians (except when acting as a PCP for a Covered Person), including Emergency and Urgently Needed Services or Urgent Care within the scope of the Specialty Physician’s practice.
- 1.23 **“Urgently Needed Services”** or **“Urgent Care”** means as follows:
- (a) **“Urgently Needed Services”**, as to the Medicare Program, means services required to prevent a serious deterioration of a Covered Person’s health that results from an unexpected illness, injury or condition that requires care within twenty-four (24) hours.
 - (b) **“Urgent Care”**, except as to the Medicare Program, and except where otherwise provided by a Health Benefit Plan that is not an insured plan issued or delivered in the State of New Jersey, means a non-life threatening condition that requires care by a provider within twenty-four (24) hours.

2. YOUR SERVICES AND OBLIGATIONS

2.1 **Covered Services.** You agree that throughout the entire term of this Agreement You will provide Covered Services as follows:

- (a) in accordance with the terms of this Agreement and the applicable provider manual that Horizon will provide to You, as it currently exists and as it may be later revised;
- (b) within the scope of Your professional license in a competent, professional and ethical manner, in accordance with the prevailing standards of medical practice, using appropriate skill, knowledge and diligence, as recognized by the American Board of Medical Specialties or other entity, as provided in Horizon's policies, and as reflected in active hospital privileging where required by Horizon;
- (c) in a manner so as not to discriminate against Covered Persons on the basis of source of payment, race, color, creed, sex, ethnicity, religion, marital status, sexual orientation, gender identity, nationality, age, health status, mental or physical disability, medical condition, claims expense or experience, need for or receipt of health services, evidence of insurability, genetic information, place of residence, membership in health plan, status as a Medicare or Medicaid beneficiary, or any other basis prohibited by law;
- (d) in a manner so as to comply with state and federal regulation relating to advance directives; and
- (e) in compliance with all CMS instructions, Medicare law and regulations as to Covered Services provided to Covered Persons under the Medicare Program, as to which program the Parties acknowledge that Horizon oversees and is accountable to CMS as provided by law or regulation.

You expressly acknowledge and agree that, notwithstanding the scope of services You may be licensed to provide, Horizon has the right to limit or restrict the Covered Services You may provide to Covered Persons through criteria adopted by Horizon and made known to You.

2.2 **Referrals.** You agree that You will refer Covered Persons to Participating Providers, or to providers other than Participating Providers, in accordance with applicable Horizon and Affiliate policies, rules and procedures. In the event that You refer a Covered Person to a provider other than a Participating Provider You agree that You shall be responsible for verifying that the Covered Person has and elects to utilize out-of-network benefits, and for ensuring that the Covered Person signs an out-of-network consent form provided by Horizon or a substitute form approved by Horizon.

2.3 **Policies, Rules and Procedures.** You agree to comply with the policies, rules and procedures of Horizon and Affiliates as set forth in the applicable provider manual that Horizon will provide to You which is incorporated herein by reference and made a part hereof. You acknowledge that such policies, rules and procedures may be revised from

time to time. Horizon shall provide reasonable notice of such changes including changes to utilization review and quality improvement programs or benefits. Horizon will provide thirty (30) days' advance notice of any material adverse change; should You object to such change, you may terminate pursuant to Section 12.1 below. In addition, medical policy guidelines are posted on Horizon's website at least thirty (30) days in advance. You agree to participate in, cooperate with and comply with all applicable administrative policies, rules and procedures established or to be established by Horizon and Affiliates, including but not limited to provider disciplinary policies, utilization management, quality of care review, grievances and appeals of Covered Persons as requested by Horizon or Covered Persons, quality improvement, external audit programs, HEDIS (Health Plan Employer Data Information Set) activities, other cost containment programs such as but not necessarily limited to pre-admission certification, length of stay, second surgical opinion, discharge planning, concurrent review, and case management. You agree to comply with all applicable administrative policies, rules and procedures established by the New Jersey Department of Health and Senior Services, the New Jersey Department of Banking and Insurance, and federal requirements such as those promulgated by CMS. You agree to be bound by the final determinations rendered under such policies and programs, subject to the appeal rights set forth in the provider manual, and to assist Covered Persons in complying with such programs. You acknowledge that it is Your responsibility to review the policies, rules and procedures provided to You by Horizon or an Affiliate and further acknowledge that the policies, rules and procedures of Horizon and Affiliates may be amended from time to time. You acknowledge that Your failure to comply with any policies, rules and procedures may constitute a breach of this Agreement allowing Horizon to terminate this Agreement. In addition, upon Your breach of this Agreement, Horizon may limit or deny payment for services and/or take any other action as Horizon deems appropriate, subject to any applicable appeal rights set forth in the provider manual. In addition to the policies, rules and procedures described above, You agree that You will comply with the requirements of Horizon's provider audit and risk adjustment programs, and Horizon's claim edit and processing procedures.

You acknowledge that Your failure to obtain pre-certification from Horizon for services or procedures for which certification is required including, without limitation, all hospital elective admission, day stay, outpatient hospital, and imaging, may constitute a breach of this Agreement allowing Horizon to limit or deny payment for services, to terminate this Agreement or to take any other action as Horizon deems appropriate. You should refer to the applicable provider manual for a list of services and procedures for which pre-certification is required, for applicable appeal rights, and for information about payment penalties for failure to obtain authorization.

Horizon shall conduct continuous quality improvement activities that include a mechanism for Participating Providers to express complaints to Horizon. You may express a complaint directly to Horizon through Your provider services representative. In no event shall Horizon terminate this Agreement or penalize You solely because You have filed a complaint against Horizon or an Affiliate, or appealed a decision of Horizon or an Affiliate.

Nothing in this section shall be construed to require pre-certification of Emergency services or Urgently Needed Services or Urgent Care.

Special Requirements As to the Medicare Program. You acknowledge that Horizon is receiving Federal funds under the Medicare Program, and that as a contractor with Horizon as to the Medicare Program You are subject to all laws and regulations applicable to entities receiving Federal funds, including, for example, the Civil Rights Act of 1964 and the Americans with Disabilities Act. You further agree to participate in, and cooperate with, independent quality review, improvement organizations, and Medicare appeals and expedited appeals procedures, as to Covered Services provided to Covered Persons under the Medicare Program. You acknowledge receipt of summary of benefits under the Medicare Program; You shall be notified of the particulars of coverage, including benefit maximums, limitations and exclusions, applicable to a particular Covered Person at the time that You request authorization.

Reports and Data Provided As to the Medicare Program. You submit and certify the accuracy, completeness and truthfulness of all data, including but not limited to encounter data, and all reports generated by You or Your office as to services provided to Covered Persons under the Medicare Program. The certifications or obligations in this Section 2.3 shall survive the termination of this Agreement regardless of the cause of such termination.

2.4 **Additional Primary Care Physician, Specialty Physician and Healthcare Professional Requirements.**

- (a) Subsections 2.4(a) 1-5 shall apply if You are a PCP or are acting as a PCP:
1. You agree to provide Primary Care Services to all Covered Persons in Your Panel and to other Covered Persons who are eligible to receive services from You under a Health Benefit Plan. You agree to arrange for the provision of Covered Services in accordance with the applicable Health Benefit Plan.
 2. You acknowledge that You shall not be eligible to be paid Capitation until such time as Your Panel reaches a threshold of membership determined by Horizon.
 3. You agree to accept Covered Persons into Your Panel until such time as Your Panel reaches a threshold of membership determined by Horizon unless You have provided Horizon with ninety (90) days advanced written notice of your intention to close Your Panel. If You close Your Panel, You must continue to serve all Your existing Horizon Covered Persons, include those who, prior to becoming Covered Persons, have been Your existing patients. You acknowledge and agree that Horizon reserves the right to limit the number of persons in Your Panel even without regard to any Horizon minimum Panel size requirement.
 4. You acknowledge that a Covered Person may request to be transferred to another Primary Care Physician. You may also, in accordance with the applicable Horizon or Affiliate policies, rules and procedures, request the transfer of a Covered Person to another Primary Care Physician. However,

You shall not seek to have a Covered Person transferred because of the amount of professional services required or because of the Covered Person's physical condition. Under no circumstance shall You refuse to provide or arrange for the provision of care to a Covered Person solely because of the cost of or volume of services required or because of the physical condition of the Covered Person.

5. You shall maintain appropriate physician coverage for Your practice to assure the availability of Covered Services on a 24 hour day/7 day week basis for Emergency services and Urgently Needed Services or Urgent Care, and shall be available for office hours (or shall provide appropriate coverage for office hours) to Covered Persons at least 28 hours per week and at least the number of days per week as required under Horizon's policies, rules and procedures. You shall arrange for coverage by a Participating Physician and shall ensure that in no event shall a covering physician bill a Covered Person for Primary Care Services.

(b) Subsections 2.4(b)1-3 shall apply if You are a Specialty Physician:

1. You agree to render treatment to Covered Persons referred to You, when required, in accordance with the applicable Horizon or Affiliate policies, rules and procedures, and in accordance with applicable authorization requirements. You agree, in accordance with applicable confidentiality laws, to timely provide the Primary Care Physician with a written report of treatment and findings at no charge to Covered Person, Horizon, Affiliates, or the Primary Care Physician.
2. You shall maintain appropriate physician coverage for Your practice to assure the availability of Covered Services on a 24 hour day/7 day week basis for Emergencies and Urgently Needed Services or Urgent Care. You shall arrange for coverage by a Participating Physician and shall ensure that in no event shall a covering physician bill a Covered Person for Specialty Physician Services.
3. You agree that Horizon or an Affiliate may determine that Your Payment may be on a Capitation basis, upon at least ninety (90) days' advance notice of the Capitation amount and the manner in which Capitation is to be administered.

(c) Subsections 2.4(c)1-3 shall apply if You are a Healthcare Professional:

1. You agree to render treatment to Covered Persons referred to You, when required, in accordance with the applicable Horizon or Affiliate policies, rules and procedures, and in accordance with applicable authorization requirements. You agree, in accordance with applicable confidentiality laws, to timely provide the Primary Care Physician and/or referring Specialty Physician with a written report of treatment and findings at no charge to Covered Person, Horizon, Affiliates, or the Primary Care Physician and/or referring Specialty Physician.

2. You shall maintain appropriate coverage for Your practice to assure the availability of Covered Services on a 24 hour day/7 day week basis for Emergencies and Urgently Needed Services or Urgent Care. You shall arrange for coverage by a Participating Healthcare Professional and shall ensure that in no event shall a covering healthcare professional bill a Covered Person for Healthcare Professional Services.
3. You agree that Horizon or an Affiliate may determine that Your Payment may be on a Capitation basis, upon at least ninety (90) days' advance notice of the Capitation amount and the manner in which Capitation is to be administered.

3. LICENSURE AND CREDENTIALING

You agree that throughout the entire term of this Agreement You shall comply with Horizon's credentialing standards, and cooperate in Horizon's credentialing and recredentialing program. In addition, You agree to maintain a current, unrestricted, valid license to practice medicine in the State of New Jersey **or the State of _____**, and active, unrestricted medical staff privileges at one or more Network Hospitals as may be required by Horizon. You shall notify Horizon immediately if Your (1) license to practice medicine in any state or license or certificate to practice in the area of Your specialty in any state, (2) certification(s) to prescribe medication, (3) medical staff privileges at any hospital, or (4) participation in the Medicare program, are voluntarily withdrawn, restricted temporarily or permanently, reclassified, suspended or revoked for any reason. You shall also notify Horizon immediately if You are granted a leave of absence by any hospital or You are indicted or convicted of a criminal offense regardless of the nature of the offense or upon becoming the subject of an investigation by a licensing body, hospital committee, or peer review organization, or if You become subject to any disciplinary action taken by any government program, hospital, managed care organization, licensing authority or peer review organization, including but not limited to an active or stayed reclassification, suspension, revocation or restriction of Your professional license or of a professional certification, voluntarily or involuntarily submitting to nonroutine supervision, admissions review, monitoring, education or remedial action.

You agree to provide Horizon with all information necessary to comply with Horizon's credentialing and re-credentialing activities, and further agree to provide Horizon with complete information within the time period requested. You agree to use the Council for Affordable Quality Healthcare (CAQH) system for submission of credentialing and recredentialing information, unless other arrangements are made with Horizon. You agree that any information You provide to Horizon (either directly or indirectly through CAQH) in connection with these activities which is subsequently found to be false, misleading, or incomplete could result in the termination of this Agreement.

You agree to comply with requirements for continuing education mandated by any hospital with which You are affiliated, the State of New Jersey, CMS or as otherwise required by Horizon. In addition, You agree that any nurses or any other health professionals employed by or providing services for You who may provide services to Covered Persons shall be duly licensed or certified under applicable law, and if applicable, credentialed by Horizon.

4. OBLIGATIONS OF HORIZON

Horizon agrees that it is responsible for the performance of administrative and other functions as are appropriate for the administration of this Agreement. Horizon or an Affiliate may supply Covered Persons with identification cards or other evidence of participation in a Health Benefit Plan, however, You acknowledge that possession of such identification does not guarantee that the holder thereof is, in fact, a Covered Person. Horizon agrees to maintain communication with You through, for example, provider bulletins and newsletters, and may provide You with access to educational seminars and other educational materials. Horizon will periodically publish directories of Participating Providers which shall include Your name and may also include Your address, phone number, and hospital affiliations, as well as other information, including without limitation information as to specialties, quality, cost, effectiveness, or other criteria, whether based upon publicly available information or other sources; and Affiliates may also publish similar directories. You acknowledge that in the course of carrying out the obligations required hereunder, Horizon may designate others to act on its behalf.

5. RECORDS

You agree to maintain complete and accurate medical records for Covered Persons to the extent required in the scope of Your licensure, using accepted medical records documentation and storage procedures as may reasonably be required by Horizon and Affiliates, and to follow medical records documentation guidelines established by Horizon and Affiliates. You agree to retain such medical records for a period of seven years, or seven years from the Covered Person's attainment of the age of majority, or longer if required by law.

You agree to preserve the confidentiality, in accordance with all applicable law, of Covered Persons' medical information. You also agree to treat the terms of this Agreement as confidential, except and notwithstanding any provision contained herein, You shall not be prohibited or restricted from disclosing to any Covered Person, patient designated representative or prospective Covered Person, any information which You deem appropriate regarding a condition or course of treatment with such person including the availability of other therapies, consultations or tests, or the provisions, terms, or requirements of Health Benefit Plans.

You agree that Horizon, Affiliates and their designees have the right, subject to reasonable advance notice, to review any and all documents, books and records, including but not limited to medical records, maintained by You in connection with services provided under this Agreement, and You agree, upon Horizon's request, to provide copies of these materials, in the manner and within the time frame set forth in the applicable provider manual that Horizon will provide to You, as it currently exists and as it may be later revised. You agree that medical records of Covered Persons shall also be made available to the State of New Jersey Department of Health and Senior Services, the State of New Jersey Department of Banking and Insurance, CMS or other government agencies as may be required by law.

You and Horizon have the mutual right, subject to applicable confidentiality laws, to a Covered Person's medical records, as well as timely and appropriate communication of patient information, so that both You and Horizon may perform their respective duties efficiently and effectively for the benefit of the Covered Person.

Special Requirements As to the Medicare Program. You acknowledge and agree that CMS and the Comptroller General, or their authorized designees, and Horizon or its authorized agents, and any other applicable state or federal authorities and their agents that are involved in assessing quality of care or investigating member grievances or complaints, have the right to inspect, audit or otherwise evaluate the quality, appropriateness (including whether care is medically necessary and appropriate) and timeliness of services performed, or Your facilities, and to audit and inspect any books, contracts or records relating to the services performed, the amounts paid therefor, or Your ability to bear the risk of potential financial loss, as to services performed under the Medicare Program. The obligations in this Section shall continue for a period of six (6) years following termination or expiration of this Agreement, and shall survive the termination of this Agreement regardless of the cause of such termination. You agree to maintain medical records for Covered Persons under the Medicare Program for a period of at least ten (10) years, or longer if required by law.

6. BILLING AND COMPENSATION

You agree to comply with Horizon's billing and claims procedures and to submit claims within one hundred eighty (180) days of the date of service. Horizon reserves the right to require You to submit claims to Horizon according to Horizon's electronic claims processing procedures. You acknowledge and agree that Horizon has the right to deny Payment for claims submitted after one hundred eighty (180) days of the date of service; which period shall not begin to run until You receive notification of the primary payor's responsibility if Horizon or an Affiliate is the secondary payor. In addition, You agree to use, when applicable, the most appropriate CPT code for billing and You acknowledge that Horizon or its designee has and shall have the right to determine the most appropriate CPT codes, to reassign, rebundle and unbundle claims, subject to the appeal rights set forth in the provider manual. You agree to accept Payment in accordance with such reassignment and bundling and You further agree to cooperate with subrogation (to the extent not otherwise prohibited by the New Jersey collateral source rule, where applicable) and coordination of benefits procedures, including the identification of services and individuals for which there maybe a financially responsible party other than Horizon including, without limitation, under government programs, and to assist in efforts to coordinate payments with those parties. Under certain government programs, coordination of payments and determination of liability will be in accordance with applicable state and federal law and regulations.

Upon Horizon's request, You agree to provide Horizon with a copy of Your fee schedule. You agree to bill Covered Persons for any applicable Copayment and Coinsurance, and deductible or other amounts associated with exclusions or limitations contained in the Covered Person's Health Benefit Plan when applicable. You acknowledge and agree that Covered Persons in the Medicare Program who are full-benefit dual eligibles (that is, who are also eligible for and enrolled in New Jersey Medicaid benefits) are not responsible for any Copayment or Coinsurance and You agree not to bill or seek to collect from any such person any Copayment or Coinsurance. You may seek payment from Medicaid for any remaining balance.

Horizon is committed to prompt payment for Covered Services rendered to Covered Persons. Payment shall be made to You within the time period provided by applicable law after the receipt of a claim which is complete and suitable for processing. For insured New Jersey plans, the applicable time frame is thirty (30) calendar days for electronic claims and forty (40) calendar days for paper claims. To the extent required by applicable law, You will be paid

interest on claims not paid within the time period provided by applicable law (unless an exception applies); see provider manual for interest rates as to insured New Jersey plans.

Notwithstanding anything to the contrary which may be contained in this Agreement, Horizon or an Affiliate shall have no obligation to You for payment of services rendered to Covered Persons of Self-Insured Accounts beyond the extent to which funds are provided by the Self-Insured Account. However, in the event Payment is not made to You for Covered Services rendered to a Covered Person of a Self-Insured Account, You may pursue any legal remedy available outside of this Agreement for collection of Your charges.

You agree to accept Payment and any applicable Copayment and Coinsurance, and deductible when applicable, as payment in full for Covered Services and not to bill the Covered Person for charges in excess thereof regardless of whether You were paid by Horizon, an Affiliate, their designee, a third party, Medicare or other government program, other payor, or the Covered Person, unless the Covered Person is enrolled in any Horizon Benefit Plan which allows for a payment in excess of Horizon's allowance for Covered Services and you have been advised by Horizon that You may bill the patient the additional amount. If You are paid Capitation, You agree that Payment may be adjusted to reflect changes in Your Panel or other criteria. You acknowledge that Payment may also be adjusted to correct overpayments, payments made in error and to include penalties resulting from provider disciplinary policy or other sanctions, subject to all applicable laws and regulations. Horizon or its designee shall have the right to offset all such amounts referenced herein from future Payments payable to You or to require You to return excess amounts paid to You within ninety (90) days of a written request for reimbursement, subject to all applicable laws and regulations. New Jersey law applicable to insured New Jersey plans (a) requires Us to provide forty-five (45) calendar days notice of any adverse adjustment in Payment, (b) requires that the offset be stayed pending internal appeal and state sponsored binding arbitration, and (c) limits adjustment by Us or requests for adjustments by You to 18 months from the date of the first payment on the claim (for more information please see Appendix Provider Claim Payment Appeal Process or refer to Your provider manual).

You are entitled to bill Covered Persons directly for services provided by You which are not Covered Services as long as You have informed the Covered Person prior to rendering the service that the service is not a Covered Service and that the Covered Person will be responsible for payment, and the Covered Person nonetheless requests the service be rendered.

You acknowledge that You shall not be paid under the following circumstances: Your provision of a service which is not a Covered Service, including, without limitation, services or supplies which are not medically necessary and services or supplies for which benefits are not provided under a Covered Person's Health Benefit Plan; Your provision of services for which You request retroactive approvals, certifications or authorization; services You performed when You failed to comply with Horizon's or an Affiliate's policies, rules and procedures, including but not limited to services which Horizon's or an Affiliate's policies, rules and procedures require be directed to other Participating Providers, even if You typically could have performed such services in Your office. You agree to accept an adjustment in Payment imposed in connection with any of Horizon's or an Affiliate's quality improvement, utilization management and provider incentive programs, and similar programs, subject to applicable appeal rights and applicable law.

In the event Your compensation may be increased or decreased by the occurrence, or nonoccurrence, of a predetermined event, Horizon shall clearly specify such events to You in a separate writing and You shall have the right to receive an annual accounting of funds held in connection therewith.

You may qualify for a bonus based on inclusion in Horizon's Incentive Plan as set forth in the applicable provider manual that Horizon will provide to You, as it currently exists and as it may be later revised and which is incorporated herein by reference and made a part hereof. In the event you disagree with Horizon's determination of whether you qualify for a bonus or the amount of such bonus, You may appeal said determination to the Chief Operating Officer of Horizon, or his or her designee. Such appeal must be made in writing within thirty (30) days of said determination.

Nothing in this Agreement or in any Horizon's Incentive Plan shall constitute a financial incentive to You to withhold Covered Services that are medically necessary.

7. HOLD HARMLESS

You agree that in no event, including but not limited to nonpayment, insolvency of Horizon or Affiliate(s), or breach of this Agreement, whether or not you believe that Your compensation hereunder is made in accordance with the reimbursement provisions hereof or is otherwise inadequate, shall You bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any other recourse against a Covered Person or any other person acting on a Covered Person's behalf (other than Horizon), for services provided pursuant to this Agreement. This provision does not prohibit You from collecting Copayments and Coinsurance, and deductibles when applicable, as specifically provided in the Health Benefit Plan, or fees for non-covered services delivered to a Covered Person; provided, however, that You shall not bill Covered Persons for services or supplies for which Horizon provides benefits. This provision shall survive the termination of this Agreement for any reason and supersedes any written or oral contrary agreement now or existing hereafter entered into between You and Covered Persons or persons acting on their behalf.

If the Covered Person is enrolled in any Horizon Benefit Plan which allows for a payment in excess of Horizon's allowance for Covered Services, You will be advised by Horizon whether or not You may bill the patient an additional amount. This also applies when another Blue Cross and Blue Shield Plan makes a payment under reciprocity or hold harmless programs. Horizon's allowance will be evaluated and may be revised periodically.

You further agree that in the event of Horizon's or an Affiliate's insolvency or other cessation of operations, services to Covered Persons will continue through the period for which premium has been paid and services to Covered Persons who are inpatient on the date of insolvency or other cessation of operations will continue until their discharge.

No change in this Section 7 or other sections (except as required by law or regulation) shall be made without prior written approval of the applicable regulatory authority (when required).

8. RELATIONSHIP OF THE PARTIES

- 8.1 It is the intent of You and Horizon that You and Horizon be and remain independent contractors. It is not the intent of You and Horizon to establish an agency or employee relationship between You and Horizon. Neither You, Horizon, nor the employees, agents or representatives of either are intended to be considered the employee, agent or representative of the other. None of the provisions of this Agreement are intended to create or to be construed as creating any partnership, joint venture, agency or employer-employee relationship between or among You, Horizon or any of our respective employees, agents or representatives.
- 8.2 Nothing contained in this Agreement shall be construed to require You to recommend any procedure or course of treatment which You deem professionally unacceptable. You recognize that You are responsible for the quality and type of health care services You provide to Covered Persons. You are free to communicate openly with a Covered Person about all appropriate diagnostic testing and treatment options, including alternative medications, regardless of benefit coverage limitations.
- 8.3 None of the provisions of this Agreement shall prevent You or Horizon from participating in or contracting with any provider, preferred provider organization, health maintenance organization, or any other health delivery or insurance program. Nor shall anything contained herein require that Horizon include You as a Participating Provider in every network established by Horizon or an Affiliate.
- 8.3 You agree that in the event You desire to have Your participation with Horizon's or an Affiliate's network be coordinated by a third party organization (e.g., physician group, physician hospital organization, or other entity), or if You wish to move to a different third party organization, the terms and conditions of this Agreement shall remain in effect, including, but not limited to the Hold Harmless and Amendments provisions hereof. Notwithstanding the previous sentence, You agree that You shall not hold Horizon or its Affiliate responsible for payments made for Your services when such payments are made to such third party organization. In addition, You acknowledge Your continuing responsibility to participate in, and comply with, applicable Horizon and Affiliate quality assurance and utilization management programs and to abide by applicable Horizon and Affiliate policies, rules and procedures and those of the third party organization which are approved by Horizon or an Affiliate.

9. GENERAL PROVISIONS

- 9.1 You and Horizon agree to cooperate fully with each other, and You agree to cooperate fully with Horizon and its designees, in administering the provisions of this Agreement. You also agree to cooperate with Horizon and Affiliates in accreditation programs in which they may participate and for which they may apply.
- 9.2 You agree to notify Horizon within ten (10) days of Your knowledge or receipt of notice of any changes in Your business address/location, hospital affiliation, business name, and/or ownership, telephone numbers, tax identification numbers, or of Your affiliation

with any other prepaid health plan or facility in an ownership, executive or administrative capacity.

- 9.3 You agree to obtain written permission from Horizon prior to using its or an Affiliate's name or Your status as a Participating Provider in promotional or other materials.
- 9.4 This Agreement shall be governed by the laws of the State of New Jersey. The invalidity or unenforceability of any term or conditions hereto shall in no way affect the validity or enforceability of any other term or provision. Both parties agree to comply with all applicable state, federal and local laws and regulations, and You agree to cooperate in compliance activities related thereto.
- 9.5 The failure of either party to enforce or insist upon compliance with any provisions of this Agreement in any instance shall not be construed as or constitute a waiver of that party's right to enforce or insist upon compliance with such provision, rule or regulation, either currently or in the future.
- 9.6 The obligations of Horizon and each Affiliate shall apply to each entity only with respect to that entity's Health Benefit Plan(s). No affiliated entity shall be responsible for, or a guarantor or indemnitor of, the Horizon or Affiliate obligations under this Agreement of any other affiliated entity under this Agreement.
- 9.7 You agree that except as required by law and for the purposes of carrying out this Agreement, You will keep confidential all information relating to the compensation and compensation methodology under this Agreement, and any information regarding Horizon's and Affiliates' business activities, which are not otherwise available to the general public, without the prior written consent of Horizon. You also agree that all information and materials provided to You pursuant to this Agreement which are not otherwise available to the general public shall remain the property of Horizon, or an Affiliate, including but not limited to provider manuals and any operations manuals. You shall not disclose any of such information or materials except where such disclosure may be required to perform Your obligations hereunder, or where otherwise permitted under Section 5 hereof, or as may otherwise be required by law.
- 9.8 You may not assign, delegate, or transfer, in whole or in part, any rights or obligations hereunder without prior written consent of Horizon.
- 9.9 This Agreement constitutes the entire understanding between the parties and supersedes all prior oral or written agreements or understandings between them with respect to the matters provided for herein, except that any written agreements or understandings between You and Horizon with respect to the Managed Medicaid Program shall remain in effect and are not superseded by this Agreement. Any conflict between the terms of this Agreement and any written agreements or understandings between You and Horizon with respect to the Medicare Program shall be governed by the terms of this Agreement.
- 9.10 Any provision of this Agreement in conflict with any applicable federal or state law shall be construed and applied to conform to the requirements of all applicable federal and state law.

- 9.11 Horizon may require that communications pursuant to this Agreement, such as the provider manual, policies, rules, procedures, verification of eligibility, claims submission, claims payment inquiries/verification, credentialing/recredentialing be done by electronic means.
- 9.12 You expressly acknowledge that this Agreement constitutes a contract between You and Horizon, that Horizon is an independent corporation operating under a license with the Blue Cross Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans (the "Association"), permitting Horizon to use the Blue Cross and/or Blue Shield service mark in the State of New Jersey, and that Horizon is not contracting as the agent of the Association. You further acknowledge and agree that You have not entered into this Agreement based upon representations by any person other than Horizon and that no person, entity or organization other than Horizon shall be held accountable or liable to You for any of Horizon's obligations to You created under this Agreement. This paragraph shall not create any additional obligations whatsoever on Horizon's (or an Affiliate's) part other than those obligations created under other provisions of this Agreement.
- 9.13 Horizon (and each Affiliate) reserves the right to control the use of its name(s), symbol(s), trademark(s), or service mark(s) presently existing or later established. You shall not use Horizon's (or an Affiliate's) and/or the Blue Cross and Blue Shield Association's name, symbols, trademarks or service marks in advertising or promotional materials or otherwise, without the prior written consent of Horizon, and shall cease any such usage immediately upon written notice of or upon termination of this Agreement, whichever is sooner.

10. INSURANCE

You agree that throughout the term of this Agreement, You shall maintain, at Your cost and expense, professional and general liability insurance in an amount required by Horizon but in no event less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, and general liability insurance in an amount required by Horizon, but in no event less than \$1,000,000, or self-insurance or other arrangement acceptable to Horizon that provides at least the equivalent coverage. You agree to provide to Horizon, upon Horizon's request, evidence that such coverage is in force, and to immediately notify Horizon (not less than ten (10) days prior to cancellation of such coverage) in the event there is a change in the minimum amount or type of such coverage You maintain.

11. TERM OF AGREEMENT

This Agreement shall become effective on the effective date indicated below and the initial term of this Agreement shall be for one (1) year commencing immediately thereafter. Horizon and You agree that this Agreement shall automatically renew on each annual anniversary date unless either party provides ninety (90) days advance written notice of its intention not to renew to the other party.

12. TERMINATION

- 12.1 Horizon may terminate this Agreement immediately, without the right to a hearing, upon written notice to You, if you have breached this agreement, if, in the opinion of the medical director of Horizon, you represent an imminent danger to an individual Covered Person or the public health, safety or welfare, or if Horizon determines You have committed fraud.

You or Horizon may terminate this Agreement by providing the non-terminating party with ninety (90) days advance written notice of their intention to terminate this Agreement. If this Agreement is terminated by Horizon under this paragraph, Horizon shall provide You with notice of Your right to request a hearing within thirty (30) days of the date of notice of termination, and the procedure therefor, and notice of Your right to obtain a reason for the termination if the reason is not stated in the notice. If so requested by You, Horizon shall provide the reason(s) for termination in writing (if not stated in the notice), and shall hold a hearing, in accordance with applicable statute or regulation, within thirty (30) days of the date of Horizon's receipt of the request. Your participation the hearing process shall not be deemed to be an abrogation of Your legal rights.

You shall promptly provide to Horizon a listing of Covered Persons under Your care when requested to do so by Horizon, if either party gives notice of termination of this Agreement, so that Horizon can notify Covered Persons who may be impacted by the termination of this Agreement.

- 12.2 You acknowledge and agree that breach of this Agreement by You may include but is not limited to the following: (a) any material misstatement or omissions from Your application for participation in Horizon or renewal of such application or any other information provided by You to Horizon; (b) any failure to provide notice to Horizon as required pursuant to this Agreement; (c) any indictment or conviction of a crime; (d) any failure to maintain current, valid, unrestricted license(s) to practice medicine or license(s) or certification(s) to practice your specialty and, if required by Horizon, certification(s) to prescribe medication; (e) any failure to maintain active, unrestricted medical staff privileges in at least one Network Hospital, if required by Horizon; (f) repeated failure to comply with requests for recredentialing documentation or any failure to maintain credentialing standards; (g) repeated failure to comply with requests for change of address; (h) You being the subject of any disciplinary proceeding or if any disciplinary action is taken by any government program, hospital, managed care organization, or licensing authority, including but not limited to: active or stayed reclassification, suspension, revocation or restriction of Your professional license or of a professional certification; voluntarily or involuntarily submitting to a leave of absence from any hospital, non-routine supervision, admissions review, monitoring, education or remedial action; (i) Your failure to abide by the terms and conditions of this Agreement; or (j) Your repeated failure to abide by any policies, rules and procedures established or which may be established by Horizon or an Affiliate.

- 12.3 In no event shall Horizon terminate this Agreement or penalize You solely because You have advocated on behalf of a Covered Person in seeking appropriate, medically

necessary health care services, filed a complaint against Horizon or an Affiliate, or appealed a decision of Horizon or an Affiliate.

- 12.4 Termination, expiration or non-renewal of this Agreement shall not release You from Your obligation to complete treatment of Covered Persons then receiving treatment. In addition, in the event that this Agreement is terminated by either party, expires or is not renewed, subsequent to the termination or expiration or non-renewal of this Agreement, You shall continue to provide Covered Services to Covered Persons subsequent to the effective date of termination, expiration or non-renewal of this Agreement under the terms of this Agreement for a period of four (4) months from the effective date of termination, expiration or non-renewal, unless a longer period is required as follows: (a) in the case of pregnancy, through post-partum evaluation up to six weeks after delivery; (b) in the case of post-operative care, for a period of up to six (6) months; (c) in the case of oncological treatment, for a period of up to one (1) year; and (d) in the case of psychiatric treatment (where a Covered Service) for a period of up to one year. During this period, You shall be compensated for such services in accordance with the terms of this Agreement. During this period, You shall: accept as payment in full the Payment in effect as of the date prior to the start of this period; abide by all the terms and conditions of this Agreement, including without limitation the hold-harmless provision; adhere to applicable Horizon and Affiliate's quality assurance requirements and provide Horizon with necessary medical information related to such care; otherwise adhere to Horizon or Affiliate's policies, rules and procedures, including but not limited to procedures regarding referrals and obtaining pre-authorization and a treatment plan approved by Horizon. Your obligations regarding confidentiality and access to medical records shall survive the termination of this Agreement.

The requirements stated above shall apply only to those Covered Persons who were existing patients to whom You provided care within the twelve (12) months period immediately preceding the effective date of termination, expiration or non-renewal of this Agreement as long as You inform all other Covered Persons (those who were not existing patients to whom You provided care within the twelve (12) month period immediately preceding the effective date of termination, expiration or non-renewal of this Agreement) that You are not a Participating Provider prior to providing services. If an appointment was made by such other Covered Person prior to the effective date of the termination, expiration or non-renewal of this Agreement, You agree to inform such other Covered Person prior to the appointment date that You are no longer a Participating Provider.

13. AMENDMENTS

This Agreement may be amended at any time by the mutual written agreement of the parties. Horizon may amend this Agreement on sixty (60) days advance written notice to You. If You object to such amendment, within thirty (30) days of delivery of the notice of amendment You may give notice to terminate this Agreement by providing Horizon with notice of Your intent to terminate this Agreement; in which event the amendment will not apply to You, and Your termination of this Agreement will be in accordance with Sections 12.1 and 12.4 above.

14. INDEMNIFICATION

You agree to indemnify and hold harmless Horizon, its Affiliates and their directors, officers, employees, agents and designees, from any and all claims, demands, actions, causes of action, damages, losses and threats of loss, and liabilities, including without limitation, reasonable attorney fees, which may in any manner arise from or be attributable to any breach of this Agreement, or negligent acts or omissions, by You, Your employees, agents or representatives, except as prohibited by N.J.S.A. 2A:53A-33.

15. NOTICES

Each party to this Agreement warrants that it has full power and authority to enter into this Agreement and the person signing this Agreement on behalf of either party warrants that he/she has been duly authorized and empowered to enter into this Agreement.

Notice required to be given pursuant to this Agreement by Physician or Healthcare Professional to Horizon shall be in writing and shall be sent by United States mail, certified, return receipt requested, postage prepaid, or via Federal Express or other similar professional overnight courier to:

Network Relations
Horizon Healthcare of New Jersey, Inc.
3 Penn Plaza East PP-14J
Newark, NJ 07105-2200

Notice required to be given pursuant to this Agreement by Horizon to Physician or Healthcare Professional shall be sent either: (1) via the Company website, (2) electronically via email or fax mail, or (3) sent by United States mail, certified, return receipt requested, postage prepaid, via Federal Express or other similar professional overnight courier to:

Provider:
Address: Your mailing address on file with Horizon
Email: Your email on file with Horizon
Fax: Your fax number on file with Horizon

or such other address as the Parties shall designate in writing.

For purposes of this Agreement notices shall become effective on the day of receipt, counting the day of actual receipt of the notice as the first day of notice.

16. COMPLAINTS AND INQUIRIES

Horizon has a dedicated provider services toll-free telephone line and representatives available to respond to questions or complaints You may have in connection with Your relationship with us under this Agreement. To access Provider Services, You may call **1-800-624-1110** or such other telephone number or electronic means subsequently supplied to You by Horizon.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, as indicated below, to be effective on the _____ day of _____, in the year _____.

**PHYSICIAN or
HEALTHCARE PROFESSIONAL**

Signature: *Carmelle Phillips*

Print Name: _____

Date: _____

**HORIZON HEALTHCARE
OF NEW JERSEY, INC.**

By: _____

Print Name: _____

Title: _____

Date: _____

APPENDIX

PROVIDER CLAIM PAYMENT APPEAL PROCESS

If You have a dispute with Horizon relating to the payment of a claim (except for utilization management determinations and except for certain claims described below):

- (a) You may file an appeal in writing within 90 calendar days of receipt of the claim determination, for services rendered on, or after, July 11, 2006. The appeal shall be submitted on the Health Care Provider Application to Appeal a Claims Determination Form, including all supporting information. The form may be found at www.state.nj.us/dobi or www.horizonblue.com/providers and shall be submitted to:

**Appeals Department
Horizon BCBSNJ
P.O. Box 10129
Newark, NJ 07101-3129**

- (b) Horizon's decision will be communicated to You in writing on or before 30 calendar days following receipt of an appeal form. If a favorable determination is made, Horizon will make payment within 30 calendar days of the notification along with 12% interest accrued from the date the appeal was received by Horizon. If a decision is not communicated to You within 30 calendar days, or if You disagree with Horizon's decision, You may refer the dispute to external arbitration.
- (c) You may initiate an arbitration proceeding within 90 calendar days of receipt of the internal appeal decision, by completing an application and payment of arbitration fees. To be eligible for this second level arbitration appeals process, Your dispute must be in the amount of \$1,000 or more. You may aggregate claims (by carrier and covered person or by carrier and CPT code) in order to reach the \$1,000 minimum. The independent arbitrator's decision is binding and will be issued on or before 30 calendar days following receipt of the required documentation. Payment will be issued within 10 business days of the arbitrator's decision. The application and additional information may be found at www.njpicpa.maximus.com.

The provider claim payment appeal and arbitration process is not available for appeal of utilization management determinations and is only available for claims for services rendered to members covered by insured health plans delivered or issued for delivery in the State of New Jersey; it may not be available where not required under New Jersey law or regulation.

For further detail on the provider claim payment appeal process or arbitration process, please refer to the provider manual, Horizon's website, or call the Horizon Appeals Department at **1-800-624-1110** or such other telephone number or electronic means subsequently supplied to You.

The provider claim payment appeal and arbitration process is automatically subject to change as a result of any change to regulation or law (legislative or judicial) on the subject.