

COMPASSIONATE CARE NETWORK – New Jersey (CCN-NJ)

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Physician Participating Provider Agreement

This Physician Participating Provider Agreement (“Agreement”) is made as of _____ (the “Effective Date”) by and between Compassionate Care Network-New Jersey, A NJ Nonprofit Corporation (“CCN-NJ”), a New Jersey, non-profit corporation, and _____, (“Physician”) a New Jersey physician duly licensed by the New Jersey State Board of Medical Examiners with offices located at _____.

WHEREAS, CCN-NJ is a non-profit corporation with a mission of improving access to medical and health care services to those individuals who may otherwise have limited access to such services; and

WHEREAS, certain individuals who agree to become members of CCN-NJ (“Members”) are entitled to the benefits of such membership, which include, among other things, access to those duly licensed health care providers who agree to join the CCN-NJ network (“CCN-NJ Participating Providers”); and

WHEREAS, CCN-NJ carries out its mission by developing its network of CCN-NJ Participating Providers, such as Physician, who share CCN-NJ’s goal of increasing access to health care services to Members; and

WHEREAS, Physician understands that CCN-NJ is not an insurance company, HMO, health benefit plan, or any other type of entity that is responsible for paying claims arising from the provision of health care services; and

WHEREAS, Physician understands that CCN-NJ is not an organized delivery system, independent practice association, or any other type of entity that contracts on behalf of health care providers; and

WHEREAS, Physician now desires to make him/herself available to Members, furthering the mission of CCN-NJ and accordingly, become a CCN-NJ Participating Provider according to the terms set forth below;

NOW THEREFORE IT IS AGREED AS FOLLOWS:

I. Qualifications of Physician

Physician represents that he or she currently possesses a plenary license to practice medicine in the State of New Jersey issued by the New Jersey State Board of Medical Examiners (“NJBME”) and further represents that such license is not currently

suspended (regardless of whether such suspension is active or suspended) or revoked. Physician represents that he or she is not currently under investigation by any governmental entity, such as, but not limited to NJBME, the New Jersey Department of Banking and Insurance, the New Jersey Department of Human Services, the U. S. Centers for Medicare & Medicaid Services (“CMS”), or any other federal or State of New Jersey governmental agency.

Physician represents that the information set forth in Exhibit A is accurate and complete as of the Effective Date.

II. Obligations of Physician

Physician shall provide non-emergent professional physician services, within the scope of his or her professional license, to Members according to the terms of this Agreement. Physician shall charge members no more than \$25.00 for a primary care office visit and no more than \$35.00 for a specialty care office visit.

Physician shall obtain the Member’s consent prior to providing any additional services and incurring any costs in excess of the \$25.00 with respect to a primary care office visit and \$35.00 with respect to a specialty care office visit.

Physician shall provide Member with the expected cost of all additional services and procedures (e.g., labs, imaging, medicines, vaccines, etc.) prior to providing such services or procedures to the Member. Physician will make best efforts to provide these additional services at the best discounted rate available to Physician. If Physician is unable to provide a discounted rate, Physician shall advise the Member accordingly and further explain that the Member can choose to obtain the services with a different provider of their choice.

Physician is solely responsible for collecting payment from the Member prior to rendering any service in connection with this Agreement. Issues arising from the collection of payment from Members shall be resolved by Physician and the Member and are not the responsibility of CCN-NJ. Physician shall resolve all issues with the Members directly.

III. Obligations of CCN-NJ

CCN-NJ shall maintain a directory of CCN-NJ Participating Providers and shall make such directory available to the general public and potential Members as CCN-NJ deems appropriate in furtherance of its mission.

CCN-NJ shall take all other reasonable actions necessary to administer the network of CCN-NJ Participating Providers.

IV. Professional Malpractice Insurance

Physician shall maintain, at his or her own expense, professional malpractice liability insurance in amounts no less than \$1 million per occurrence/\$3 million annual aggregate. Physician shall provide CCN-NJ with reasonable proof of such insurance upon CCN-NJ’s request.

V. Indemnification

Physician shall indemnify and hold CCN-NJ, its trustees, officers, agents and employees, harmless from any and all damages, expenses, claims, lawsuits and judgments, including attorney's fees, which CCN-NJ may become liable to pay or defend as a result of any breach of this Agreement, or which may arise from and any act (or omission) of Physician relating to this Agreement.

VI. Compliance Laws

Physician shall strictly comply with all New Jersey and federal laws pertaining to this Agreement, including, without limitation, laws governing referrals (such as those laws commonly referred to as Codey and Stark), anti-kickbacks, insurance fraud, billing for health care services, and the like.

VII. Compliance with Medicare, Medicaid, Other Third Party Payors

It is understood that Physician's participation in the CCN Participating Provider network is not intended and shall not cause Physician to violate any requirements of Physician's participation in Medicare, Medicaid or any other participation arrangement with any third party, such as an HMO, PPO, health services corporation, self-funded health plans, etc. Physician shall be solely responsible for understanding his or her obligations with respect to all such governmental programs, commercial networks, and other provider participation arrangements.

VIII. Notice

Physician agrees to notify CCN-NJ within 10 calendar days of the occurrence of any of the following:

1. any act taken to restrict, suspend or revoke any license or certification of Physician or disciplinary action initiated or taken against Physician by a hospital, governmental agency or professional society;
2. any suit or other legal or governmental proceeding (including arbitration or administrative action) brought against Physician and the final disposition of such action;
3. any other situation which might materially affect Physician's ability to properly carry out Physician's obligations under this Agreement; or
4. any change in name, address, telephone number or license number of Physician.

IX. Term and Termination

This Agreement shall have an initial term of one year, commencing on the Effective Date, and shall renew automatically for additional one-year terms beginning each

anniversary thereof. Either party may terminate this Agreement without cause by providing 90 days prior written notice to the other party.

This Agreement shall automatically terminate upon the occurrence of any of the following:

1. Physician's license to practice medicine is suspended or revoked for any reason.
2. Physician fails to maintain malpractice insurance as required by this Agreement.
3. Physician is indicted or convicted of a crime of moral turpitude or any criminal charge (excluding minor traffic offences).

AGREED BY:

PHYSICIAN:

**COMPASSIONATE CARE
NETWORK-NJ:**

Signature

Signature

Print Name

Print Name and Title

Date

Date

EXHIBIT A

Physician's Address:

Street

City/State/Zip

Telephone

Fax

Email

Physician's Practice Area and Board Certification Status

Specialty: _____

Board Certified: Yes___ No___

If Yes, name of Board: and Year of Certification _____

Hospital Privileges

I have hospital privileges at the following hospitals:

Administrative

Office Manager:
