PHYSICIAN SERVICES AGREEMENT

This Physician Services Agreement ("Agreement") is between Valley Health System ("System") (references to “Plan Sponsor” “Payor” “we” or “our” in this Agreement mean Valley Health System or its designee) and you (references to “you” or “your” in this Agreement mean the physician signing this Agreement) with regard to our Plan administered by CIGNA Healthcare of New Jersey, hereinafter “CIGNA” and is effective on June 1, 2009 (the “Effective Date”). By entering into this Agreement, you agree to provide Covered Services to Participants under the terms of this Agreement.

This Agreement shall apply to services rendered to Valley Health System employees and their eligible dependents under our Plan, and only affects physicians who do not have a contractual relationship with CIGNA. Should you have an existing Agreement with CIGNA, the terms and conditions of that agreement shall prevail.

Definitions for terms of art used in this Agreement can be found in Exhibit A.

SECTION 1. PHYSICIAN’S RESPONSIBILITIES

Physician’s Services.
You will provide Covered Services with the same standard of care, skill and diligence customarily used by similar physicians in your community, the requirements of applicable law, and the standards of The Joint Commission. You will provide Covered Services to all Participants in the same manner, under the same standards, and with the same time availability as offered to other patients. You will not differentiate or discriminate in the treatment of any Participant because of race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, age, health status, veteran’s status, handicap or source of payment. You must remain a member in good standing on the Medical Staff of The Valley Hospital.

Utilization Management.
You will comply with the requirements of and participate in Utilization Management as specified in this Agreement. Payment may be denied for failure to comply with such Utilization Management requirements, and you cannot bill the Participant for any such denied payment. Utilization Management requirements include, but are not limited to, the following: a) You will secure pre-certification from CIGNA for those services and procedures for which it is required; b) Where pre-certification is not required for a hospital admission, including but not limited to emergency admissions, you will notify CIGNA within 24 hours after the admission; c) You will provide CIGNA with all of the information requested by CIGNA or its designee to make Utilization Management determinations within the timelines specified by CIGNA in such request; and d) You will refer Participants to, or arrange for provision of Covered Services by, Participating Providers except in the case of an emergency or as otherwise required by law.

Records.
You will maintain medical records and documents relating to Participants as may be required and for the period of time required by law. You will comply with all laws and regulations regarding the confidentiality of medical Records. Upon request, you will provide us with a copy of Participants' medical records and other records maintained by you relating to Participants. You must provide these records to CIGNA and within the timeframes requested by CIGNA. You will also make these records available during normal business hours for inspection by CIGNA, accreditation organizations, or to any governmental agency that requires access to these records. This provision shall survive the termination of this Agreement.
Cooperation with CIGNA.
You will cooperate with CIGNA in the implementation of CIGNA's Participant appeal procedure. You will also cooperate with CIGNA in implementing those policies and programs as may be reasonably requested by CIGNA for purposes of CIGNA's business operations or required by CIGNA to comply with applicable law or accreditation requirements.

SECTION 2. OUR RESPONSIBILITIES
Benefit Information.
We will provide you with access to benefit information concerning the type, scope and duration of benefits to which a Participant is entitled.

SECTION 3. COMPENSATION
Payments For Services.
Payments for Covered Services will be the lesser of your billed charge or the applicable fee under Exhibit B, subject to the Payment Policies and less any applicable Co-payments, Coinsurance and Deductibles. The rates in this Agreement will be payment in full for all services furnished to Participants under this Agreement. You must submit claims for Covered Services at the location identified by us on the back of the Identification Card and in the manner and format specified in this Agreement. Claims for Covered Services must be submitted within 180 days of the date of service or, if our Plan is the secondary payor, within 180 days of the date of the explanation of payment from the primary payor. Claims received after this 180 day period may be denied, and you will not be permitted to bill CIGNA, our Plan or the Participant for those denied services. Amounts due and owing under this Agreement with respect to complete claims for Covered Services will be payable within the timeframes required by applicable law.

Underpayments.
If you believe you have been underpaid for a Covered Service, you must submit a written request for an appeal or adjustment with CIGNA within 180 days from the date of our payment or explanation of payment. The request must be submitted in accordance with the dispute resolution process set out in this Agreement. Requests for appeals or adjustments submitted after this date may be denied for payment, and you will not be permitted to bill CIGNA, our Plan or the Participant for those services.

Co-payments, Coinsurance and Deductibles.
You shall collect from Participants applicable Co-payments, Coinsurance and Deductibles in accordance with the process set out in this Agreement or Attachments, or as indicated on patient Identification Card. You may bill participants directly for any uncovered services.

Limits On Billing Participants For Your Services.
You cannot bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against Participants or persons other than the applicable Payor for Covered Services or for any amounts denied or not paid under this Agreement due to your failure to comply with the requirements of CIGNA's Utilization Management Program or other Guidelines or attachments, failure to file a timely claim or appeal, or due to the application of the Payment Policies. This provision does not prohibit collection of any applicable Co-payments, Coinsurance and Deductibles. This provision shall survive termination of this Agreement for Covered Services rendered during the term of this Agreement and is intended to be for the benefit of Participants, and supersedes any oral or written agreement to the contrary now existing or hereafter entered into between you and a Participant or persons acting on the Participant's behalf. Modifications to this section will become effective no earlier than the date permitted by applicable law.
Overpayments.
You will refund to CIGNA any excess payment made by us to you if you are for any reason overpaid for health care services or supplies. CIGNA may, at its option, deduct the excess payment from other payments to you, and you will be notified of any such deduction as specified in any Guidelines or Attachments.

Audits.
Upon reasonable notice and during regular business hours, CIGNA will have the right to review and make copies of all records maintained by you with respect to all payments received by you from all sources for Covered Services provided to Participants. CIGNA will have the right to conduct audits of such records and may audit its own records to determine if amounts have been properly paid under this Agreement. Any amounts determined to be due and owing as a result of such audits must be promptly paid or, at the option of the party to whom such amounts are owed, offset against amounts due and owing by such party hereunder. This provision shall survive the termination of this Agreement.

Coordination of Benefits.
Certain claims for Covered Services are claims for which another payor may be primarily responsible under coordination of benefit rules. You may pursue those claims in accordance with the process set out in the applicable regulations. When a Participant’s coverage under a Benefit Plan is secondary, our Plan will pay you in accordance with New Jersey Coordination of Benefits regulation (N.J.S.A.11:4-28).

Applicability of the Rates.
The rates in this Agreement apply to all services rendered to Participants under our Benefit Plan types covered by this Agreement, including services covered under a Participant's in-network or out-of-network benefits, and whether our Plan or Participant is financially responsible for payment.

Laboratory Test Procedures.
Laboratory test procedures must be performed in a laboratory owned and operated by The Valley Hospital or a CIGNA/Valley designated location to be eligible for reimbursement.

Other Services or Testing.
Certain outpatient services and testing are required to be performed at The Valley Hospital. (i.e. EKG's, labs, endoscopies, etc). You must call CIGNA prior to scheduling or performing these services in your office.

SECTION 4. TERM AND TERMINATION

Term of This Agreement.
This Agreement begins on the Effective Date and continues from year to year unless terminated as set forth below.

How This Agreement Can Be Terminated.
Either of us can terminate this Agreement at any time by providing at least 60 days advance written notice to the other party. Either of us can terminate this Agreement immediately if the other becomes insolvent. The System can terminate this Agreement immediately if you no longer maintain the licenses required to perform your duties under this Agreement, you are disciplined by any licensing, regulatory, accreditation organization, or any other professional...
organization with jurisdiction over you, or if you no longer a member in good standing on the Medical Staff at The Valley Hospital. Termination will not release you, CIGNA or us from obligations under this Agreement prior to the effective date of termination.

Services Upon Termination.
If this Agreement is terminated without cause, you will continue to provide Covered Services for those Participants suffering from a chronic condition requiring continuity of care for whom an alternative means of receiving necessary care was not arranged at the time of such termination. You will continue to provide Covered Services to such Participants so long as the Participant retains eligibility under our Plan, until the earlier of completion of such services or the assumption of treatment by another provider. You will be paid for Covered Services provided to any such Participant after termination of this Agreement in accordance with the terms of the Participant's Benefit Plan and this Agreement.

SECTION 5. GENERAL PROVISIONS
Confidentiality.
As a result of this Agreement, you may have access to certain of our confidential and proprietary information. You must hold that information, including the terms of this Agreement, in confidence and will not use or disclose that information to any person without our prior written consent except as may be required by law. This provision does not prohibit communications necessary or appropriate for the delivery of health care services, communications about coverage and coverage appeal rights or any other communications specifically protected under applicable law. This provision survives the termination of this Agreement.

Independent Parties.
You are an independent contractor. We do not have an employer-employee, principal-agent, partnership, or similar relationship. Nothing in this Agreement, including your participation in Utilization Management programs, nor any coverage determination made by CIGNA or a Payor, is intended to interfere with or affect your independent medical judgment in providing health care services to your patients.

Governing Law.
This Agreement shall be governed and construed in accordance with the Laws of the State of New Jersey, without regard to its conflict of law principles. All disputes arising out of this Agreement shall be resolved by a court of competent jurisdiction in the State of New Jersey and both parties consent to jurisdiction in the State and Federal Courts of New Jersey.

Amendments.
This Agreement may not be amended or modified in any manner except by an instrument in writing signed by both parties.

Assignment and Delegation.
Physician may not assign any rights or delegate any obligations under this Agreement without the prior written consent of the Hospital.

Notices.
Any notice required under this Agreement must be in writing and sent by United States mail, postage prepaid, to CIGNA, as Plan Administrator and you at the addresses below. CIGNA may also notify you by sending an electronic notice with automatic receipt verification to your e-mail address below. Either of us can change the address for notices by giving written notice of the change to the other in the manner just described.
Prior Agreements.
This Agreement voids and nullifies prior Physician Agreement with HNA/Triveris, if applicable, as it relates to the services provided to Valley Health System employees and their eligible dependents.

Waiver of Breach/Severability/Entire Agreement/Copy of Original Agreement.
If any party waives a breach of any provision of this Agreement, it will not operate as a waiver of any subsequent breach. If any portion of this Agreement is unenforceable for any reason, it will not affect the enforceability of any remaining portions. This Agreement, including any exhibits to this Agreement, contains all of the terms and conditions agreed upon and supersedes all other agreements between us, either oral or in writing, regarding the subject matter. A copy of this fully executed Agreement is an acceptable substitute for the original fully executed Agreement.

AGREED AND ACCEPTED BY:

____________________________________________________
Address: _____________________________________________

Email Address: ________________________________________

By: __________________________________________________
Printed Name: _________________________________________
Title: __________________________________________________
Date Signed: ___________________________________________

Federal Tax ID: ________________________________
National Provider Identifier: ______________

Valley Health System, Inc.

By: __________________________________________________

All payments for the health care services provided under this Agreement should be made payable to the physician name set out above with the individual taxpayer identification number set out above.
EXHIBIT A

DEFINITIONS

1. Covered Services: Means those healthcare services for which a Participant is entitled to receive coverage under the terms and conditions of the Plan.

2. Participants: A Valley Health System employee and his eligible dependants under this Plan.

3. Participating Provider: Means a physician or group of physicians that has a direct contractual relationship with us to provide Covered Services with regard to the Plan covering the Participant.

4. Payment Policies: Are the guidelines utilized for calculating payment of claims under this Agreement.
EXHIBIT B

The CIGNA reimbursement rates will be accepted as payment in full for all services furnished to Participants under this Agreement less any applicable Co-payments, Coinsurance and Deductibles.