

has a legal right to know under any state or federal law. I understand and agree that this Authorization, Attestation and Release is irrevocable for as long as this application is pending and, if accepted for Participation, for so long as the participating provider agreement remains in force and effect. I agree to execute another form of consent if law or regulation limits the application of this irrevocable authorization. I agree that information obtained in accordance with the provisions of this Authorization, Attestation and Release is not and will not be a violation of my privacy.

Attestation

I certify that all information provided by me in this application is true, correct and complete to the best of my knowledge and belief and that I will notify the Entity and/or its Agent(s) within 10 days of any material changes to the information I have provided in my application or authorized to be released pursuant to the credentialing process, I understand that corrections to the application are permitted at any time prior to a determination of Participation by the Entity, and must be submitted on-line or in writing, and must be dated and signed by me (by a written or electronic signature). I further understand and agree that any material misstatement or omission in the application may constitute grounds for withdrawal of the application from consideration; denial or revocation of Participation; and/or immediate suspension or termination of Participation. This action may be disclosed to the Entity and/or its Agent(s).

Provider's Initials and Date

I further acknowledge that I have read and understand the foregoing Authorization, Attestation and Release. I understand and agree that a facsimile or photocopy of this Authorization, Attestation and Release shall be as effective as the original.

Signature: _____

Name: _____
(Please type or print)

Social Security Number: _____

Date: _____

SUBCHAPTER 2. DESIGNATION OF HEMOPHILIA HEALTH CARE PROVIDERS

Authority

N.J.S.A. 26:2S-10.3.

Source and Effective Date

R.2004 d.437, effective December 6, 2004.
See: 35 N.J.R. 4963(a), 36 N.J.R. 5337(b).

8:38C-2.1 Scope and applicability

(a) This subchapter shall apply to all carriers offering health benefits plans that are managed care plans, and to all such health benefits plans offered by a carrier.

(b) This subchapter shall apply to all persons desiring to contract with carriers for the provision of home treatment services for bleeding episodes associated with hemophilia.

8:38C-2.2 Definitions

For the purposes of this subchapter, the words and terms set forth below shall have the following meanings, unless the context clearly indicates otherwise:

"Blood infusion equipment" means at least syringes and needles.

"Blood product" means products that include, but are not limited to, Factor VII, Factor VIII, and Factor IX.

"Carrier" means an insurance company authorized to transact the business of insurance in this State and doing a health insurance business in accordance with N.J.S.A. 17B:17-1 et seq., a hospital service corporation authorized to do business pursuant to N.J.S.A. 17:48-1 et seq., a medical service corporation authorized to do business pursuant to N.J.S.A. 17:48A-1 et seq., a health service corporation authorized to do business pursuant to N.J.S.A. 17:48E-1 et seq., or a health maintenance organization authorized to do business pursuant to N.J.S.A. 26:2J-1 et seq.

"Covered person" means the natural person on whose behalf a carrier is obligated to pay benefits or provide health care services pursuant to the health benefits plan.

"Department" means the New Jersey Department of Health and Senior Services.

"Designation" or "designated" means that a health care provider has been approved by the Department to contract with carriers for the purpose of rendering services for the home treatment of bleeding episodes associated with hemophilia.

"Health benefits plan" means a policy or contract for the payment of benefits for hospital and medical expenses or the provision of hospital and medical services, that is delivered or issued for delivery in this State by a carrier. The term "health benefits plan" specifically includes:

1. Medicare supplement coverage and risk contracts for the provision of health care services covered by Medicare to the extent that State regulation of such contracts or policies is not otherwise preempted by Federal law; and
2. Any other policy or contract not otherwise specifically excluded by statute or this definition.

The term "health benefits plan" specifically excludes:

1. Accident only policies;
2. Credit health policies;
3. Disability income policies;
4. Long-term care policies;
5. TRICARE/CHAMPUS coverage, or supplements thereto;
6. Hospital confinement indemnity coverage;
7. Coverage arising out of a workers' compensation law or similar such law;
8. Automobile medical payment insurance or personal injury protection insurance issued pursuant to N.J.S.A. 39:6A-1 et seq.; and
9. Coverage for medical expenses contained in a liability insurance policy.

"Health care practitioner" means a natural person licensed pursuant to Title 45 of the New Jersey Statutes.

"Health care provider" means a health care practitioner or other person licensed to deliver one or more health care services pursuant to Title 45 or Title 26 of the New Jersey Statutes, or a health care service firm.

"Health care service firm" means health care service firm as that term is defined at N.J.A.C. 13:45B-14.2.

"Managed care plan" means a health benefits plan that integrates the financing and delivery of appropriate health care services to covered persons by agreement with participating health care providers, who are selected to participate on the basis of explicit standards, to furnish a comprehensive set of health care services and financial incentives for covered persons to use the participating health care providers and procedures set forth in the plan.

"Person" means both natural and legal person, except as otherwise specified.