

# Global TPA

## ATTESTATION OF PATIENT LOAD

**2016**

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(YEAR)

Contracted Primary Care Physician (PCP) must complete this Attestation of Patient Load form upon initial credentialing and then for every succeeding calendar year. By signing this form the Primary Care Physician (PCP) attests that the number of active patients from all populations serviced is less than 3,000 for the year indicated above.

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Provider Signature

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Printed Name

**\*PLEASE NOTE: Each Primary Care Physician (PCP) in a group practice must complete this form.**  
**Definition of an active patient: An active patient is one that is seen by the Provider a minimum of three (3) times per year.**

## ATTACHMENT H GROUP PARTICIPATION ADDENDUM

This Group Participation Addendum serves as an Attachment to the Group Participation Agreement ("Agreement") between Freedom Health, Inc. ("PLAN") and Access 2 (GROUP") and \_\_\_\_\_ (Physician/ Provider) for the purposes of setting forth the terms and conditions under which \_\_\_\_\_ (Physician/ Provider) who are subcontractors of GROUP ("GROUP Physician") shall render Covered Services to Members.

1. Definitions: Any capitalized terms not specifically defined in Group Participation Addendum shall have the same meaning as defined in the Agreement.
2. Credentialing: GROUP and/or GROUP Physician shall supply all information requested by PLAN to credential GROUP Physician. Prior to rendering Covered Services to Members, GROUP Physician must receive written approval for participation by PLAN. GROUP and/or GROUP Physician agrees to notify PLAN immediately of any change of status in GROUP Physician's license or any credentialing information provided to PLAN.
3. Rights and Obligations. GROUP Physician agrees to assume GROUP obligations under the Agreement that apply to GROUP Physician's provision of Covered Services to Members. GROUP Physician further agrees to be bound by certain provisions of the Agreement, including but not limited to all regulatory requirements applicable to PLAN. PLAN and GROUP may amend the Agreement without right of approval of GROUP Physician, and PLAN's notice to GROUP shall be sufficient to notify GROUP Physician of such amendment.
4. Reimbursement. GROUP shall be solely responsible to GROUP Physician if reimbursement for Covered Services rendered to Members is on a capitated basis. GROUP shall be solely responsible to Physician/Provider if reimbursement for Covered Services rendered to Members is on a fee-for-service basis. The reimbursement rate provided for Physician/Provider named on this Attachment H shall supersede the reimbursement rates contained in the Agreement or any other Attachments to the Agreement.
5. Priority of Agreements. GROUP and GROUP Physician have a written agreement regarding the provision of Covered Services to Members. In the event of any conflict between GROUP Physician's contract with the GROUP and this Group Participation Addendum, GROUP Physician agrees that the terms and conditions of this Group Participation Addendum shall prevail.
6. Non-Compete: During the term of this Agreement and for the one (1) year period following termination of this Agreement, regardless of the reason for termination, GROUP Physicians to agree not to, directly or indirectly: (A) engage in any activities which are in competition with PLAN's comprehensive health insurance, health maintenance organization or comprehensive benefits plans business, including but not limited to obtaining a license to become a managed health care plan offering HMO or POS products; or (B) apply for or obtain a license or certificate to act as an HMO, prepaid PLAN, provider service organization, Medicare Advantage organization, Medicaid managed care organization, and any other type of entity that competes with the business of PLAN or its affiliates or subsidiaries; or (C) contract or affiliate with another party which is a licensed managed care organization, where such affiliation or contract is for the purpose of offering and sponsoring HMO or POS products, and where GROUP Physicians obtain an ownership interest in the HMO or POS managed health care product to be marketed. GROUP Physician agrees that in the event the parties enter into agreements for other types of business, such non-compete shall apply to those new types of businesses. This provision shall survive the termination or expiration of any term or provision of this Agreement for a period of one (1) year from the effective date of termination. Group Physician acknowledges that this Section 3.32 is a separate and independent covenant and the enforcement of this Section is not subject to any claims of defense, offset or breach of this Agreement by PLAN.
7. Conflict of Interest Disclosure: GROUP Physicians shall have a continuing obligation to notify PLAN if GROUP Physicians may receive ownership in Competitive Plans in Section 1.6 or may be in violation of Section 6 of this Attachment.
8. Termination of Agreement. PLAN, GROUP and GROUP Physician agree that upon termination of the Agreement for any reason, PLAN and GROUP Physician may enter into a separate contract for to provide Covered Services to

Members, notwithstanding any non-compete clause of any contract between GROUP and GROUP Physician. In its sole and absolute discretion, PLAN may terminate this Group Participation Addendum with GROUP Physician and prevent GROUP Physician from providing Covered Services to Members, while continuing the Agreement with GROUP.

IN WITNESS WHEREOF, the parties have the authority necessary to bind the entities identified herein and agree to and acknowledge the foregoing through their signatures effective as of the Effective Date of the Agreement.

FREEDOM HEALTH, INC.

GROUP: **Access2**

Signed By: \_\_\_\_\_

Signed By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

GROUP Physician Designee:

Signed By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Print Group Physician Name	Signature	Effective Date	Reimbursement

☐ Affiliate

☐ Employee

GROUP agrees to notify the plan within 10 business days of any status change to the above Primary Care Physician's contract in relation to affiliate or employee status.



## ATTACHMENT F GROUP PARTICIPATION ADDENDUM

This Group Participation Addendum serves as an Attachment to the Group Participation Agreement ("Agreement") between Optimum HealthCare, Inc. ("PLAN") and Access 2 ("GROUP") and \_\_\_\_\_ (Physician/ Provider) for the purposes of setting forth the terms and conditions under which \_\_\_\_\_ (Physician/ Provider) who are subcontractors of GROUP ("GROUP Physician") shall render Covered Services to Members.

1. Definitions: Any capitalized terms not specifically defined in Group Participation Addendum shall have the same meaning as defined in the Agreement.
2. Credentialing: GROUP and/or GROUP Physician shall supply all information requested by PLAN to credential GROUP Physician. Prior to rendering Covered Services to Members, GROUP Physician must receive written approval for participation by PLAN. GROUP and/or GROUP Physician agrees to notify PLAN immediately of any change of status in GROUP Physician's license or any credentialing information provided to PLAN.
3. Rights and Obligations. GROUP Physician agrees to assume GROUP obligations under the Agreement that apply to GROUP Physician's provision of Covered Services to Members. GROUP Physician further agrees to be bound by certain provisions of the Agreement, including but not limited to all regulatory requirements applicable to PLAN. PLAN and GROUP may amend the Agreement without right of approval of GROUP Physician, and PLAN's notice to GROUP shall be sufficient to notify GROUP Physician of such amendment.
4. Reimbursement. GROUP shall be solely responsible to GROUP Physician if reimbursement for Covered Services rendered to Members is on a capitated basis. GROUP shall be solely responsible to Physician/Provider if reimbursement for Covered Services rendered to Members is on a fee-for-service basis. The reimbursement rate provided for Physician/Provider named on this Attachment F shall supersede the reimbursement rates contained in the Agreement or any other Attachments to the Agreement.
5. Priority of Agreements. GROUP and GROUP Physician have a written agreement regarding the provision of Covered Services to Members. In the event of any conflict between GROUP Physician's contract with the GROUP and this Group Participation Addendum, GROUP Physician agrees that the terms and conditions of this Group Participation Addendum shall prevail.
6. Non-Compete: During the term of this Agreement and for the one (1) year period following termination of this Agreement, regardless of the reason for termination, GROUP Physicians to agree not to, directly or indirectly: (A) engage in any activities which are in competition with PLAN's comprehensive health insurance, health maintenance organization or comprehensive benefits plans business, including but not limited to obtaining a license to become a managed health care plan offering HMO or POS products; or (B) apply for or obtain a license or certificate to act as an HMO, prepaid PLAN, provider service organization, Medicare Advantage organization, Medicaid managed care organization, and any other type of entity that competes with the business of PLAN or its affiliates or subsidiaries; or (C) contract or affiliate with another party which is a licensed managed care organization, where such affiliation or contract is for the purpose of offering and sponsoring HMO or POS products, and where GROUP Physicians obtain an ownership interest in the HMO or POS managed health care product to be marketed. GROUP Physician agrees that in the event the parties enter into agreements for other types of business, such non-compete shall apply to those new types of businesses. This provision shall survive the termination or expiration of any term or provision of this Agreement for a period of one (1) year from the effective date of termination. Group Physician acknowledges that this Section 3.32 is a separate and independent covenant and the enforcement of this Section is not subject to any claims of defense, offset or breach of this Agreement by PLAN.
7. Conflict of Interest Disclosure: GROUP Physicians shall have a continuing obligation to notify PLAN if GROUP Physicians may receive ownership in Competitive Plans in Section 1.6 or may be in violation of Section 6 of this Attachment.

8. Termination of Agreement. PLAN, GROUP and GROUP Physician agree that upon termination of the Agreement for any reason, PLAN and GROUP Physician may enter into a separate contract for to provide Covered Services to Members, notwithstanding any non-compete clause of any contract between GROUP and GROUP Physician. In its sole and absolute discretion, PLAN may terminate this Group Participation Addendum with GROUP Physician and prevent GROUP Physician from providing Covered Services to Members, while continuing the Agreement with GROUP.

IN WITNESS WHEREOF, the parties have the authority necessary to bind the entities identified herein and agree to and acknowledge the foregoing through their signatures effective as of the Effective Date of the Agreement.

OPTIMUM HEALTHCARE, INC.

IPA: **Access 2**

Signed By: \_\_\_\_\_

Signed By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

GROUP Physician Designee:

Signed By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Print Group Physician Name	Signature	Effective Date	Reimbursement

- ☐ Affiliate  
☐ Employee

GROUP agrees to notify the plan within 10 business days of any status change to the above Primary Care Physician's contract in relation to affiliate or employee status.