

**INDIVIDUAL PHYSICIAN ADDENDUM**

The undersigned health care Physician ("Physician"), a member of Access Health Care Physicians, LLC ("Entity"), acknowledges and represents that Entity is his/her attorney-in-fact for the purposes of negotiating, consenting to and executing the Physician Group Agreement (the "Agreement"), between Aetna Health Inc., a Florida corporation ("Company") and Entity and any documents related to amendments to the Agreement. Terms capitalized herein but not otherwise defined shall have the meanings ascribed to them in the Agreement.

Physician hereby acknowledges that Physician has had the opportunity to review the Agreement, under which Entity, on behalf of Physician, agrees to participate in Company's provider networks and provide Covered Services to Members enrolled in the Plans. Physician hereby agrees to be bound by the terms and conditions of the Agreement, including, without limitation, compliance with the Participation Criteria applicable to Physician and all applicable Company rules, policies and procedures.

Physician hereby agrees that in the event: (i) Physician ceases to be a member of Entity; (ii) the Agreement expires or is terminated for any reason; (iii) the Entity is dissolved; (iv) a voluntary or involuntary bankruptcy or a proposed settlement of outstanding debts under applicable reorganization or insolvency laws is filed by or against Entity, a receiver is appointed or Entity makes an assignment for the benefit of creditors; or (v) the Entity otherwise ceases to exist, either voluntarily or involuntarily, the terms of the Agreement shall, at Company's option, survive with respect to Physician for the first six (6) months after such event ("Continuation Period"), in which case Physician shall continue to provide services to Members in accordance with the terms of the Agreement during the Continuation Period and compensation during the Continuation Period shall be at the then current Aetna Market Fee Schedule (AMFS). AMFS is the Company's fee schedule, updated annually, that is based upon the contracted location where service is performed.

With the exception of services provided to Members during the Continuation Period (when Physician will bill Company directly), Physician hereby agrees to seek compensation solely from Entity for services rendered to Members under the terms of the Agreement, and shall in no event bill Company, Payors, or Members for any such services (except for any Copayments, Coinsurance or Deductibles Members may be required to pay for certain Covered Services). Physician further agrees that in no event, including but not limited to non-payment by Company, insolvency of the Company or breach by Company of the Agreement, shall Physician bill, charge, collect a deposit from, seek remuneration or reimbursement from, or have any recourse against a Member or persons acting on Member's behalf for Covered Services. This provision shall not prohibit collection of Copayments, Coinsurance or Deductibles. Physician further agrees that this provision shall be construed for the benefit of Members, shall supersede any oral or written agreement to the contrary now existing or hereafter entered into between Physician or Entity and a Member or any person acting on behalf of a Member, and shall survive the termination of the Agreement, regardless of the cause giving rise to termination.

Company, Group and Physician desire to promote continuity of care. Accordingly, upon expiration or termination of the Continuation Period for any reason, Physician agrees to provide Physician Services at Company's discretion to: (a) any Member under a Physician's care who, at the time of the expiration or termination is a registered bed patient at a Participating Facility until such Member's discharge or Company's orderly transition of such Member's care to another provider; and (b) any Member, upon request of such Member or the applicable Plan Sponsor for one (1) calendar year.

IN WITNESS WHEREOF, the undersigned has executed this Individual Physician Addendum as of this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, intending to be legally bound hereby.

PHYSICIAN: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_