

Aetna Signature Administrators®
Network and Managed Care Services Agreement

This **Aetna Signature Administrators® Network and Managed Care Services Agreement** (the “Network Program Agreement”) is entered into, effective as of _____ by and between Aetna Life Insurance Company on behalf of itself and its applicable Affiliates (“Aetna” or “Network”) and _____, a self-funded plan sponsor (“Program Customer”).

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Network and Program Customer hereby agree as follows:

Program Customer represents that it has entered into, and will maintain throughout the term of this Network Program Agreement, an Administrative Services Agreement (“Administrative Services Agreement”) with National General Benefits Solutions (“National General”), under which National General (itself and/or through National General’s contracted third party administrator approved by Aetna) provides Program Customer access to certain Aetna network, risk assumption and medical/case management services for Program Customer’s self-funded health benefits plan(s).

Program Customer further represents that it has entered into, and will maintain throughout the term of the Network Program Agreement, a stop loss policy acceptable to Aetna with National Health Insurance Company, a National General affiliate, (the “Stop Loss Policy”) for which a portion of the financial risk for the Plan is borne by Aetna through a reinsurance agreement between Aetna and National Health Insurance Company.

Program Customer further represents that it has authorized National General to negotiate, consent to and execute a Network Administration, Coordination and Oversight and Medical Management Services Agreement with Network (the “Agreement”) on Program Customer’s behalf (including, but not limited to, any amendments thereto). In accordance with the Agreement, certain network, claims repricing, medical management and related services will be provided by Network and/or its Affiliates to Program Customer under Aetna’s Aetna Signature Administrators® program. Terms capitalized herein but not otherwise defined shall have the meanings ascribed to them in the Agreement.

Program Customer hereby acknowledges that it may request to review the relevant portions of the Agreement and such provisions of the Agreement will be made available to Program Customer by National General. Program Customer hereby agrees to comply with and be bound by all terms and conditions of the Agreement, as it may be amended from time to time by Network and National General, including, without limitation, any applicable implementation manuals and all applicable Network rules, policies and procedures. In addition, without in any way limiting the foregoing:

1) Program Customer agrees to fund claims for covered services rendered by Participating Providers in accordance with Contract Rates and other terms of the Agreement and, specifically, in accordance with any specific provisions negotiated between Network and Participating Providers. Program Customer understands that failure to comply with this requirement, including, but not limited to, the applicable terms of Network’s agreements with Participating Providers (including, but not limited to, those terms related to timely claims payment, retrospective review/audit, precertification, and arbitration), may result in a loss of the network discounts provided under the terms of the Agreement and/or suspension or termination of Program Customer’s access to Network Services. Customer understands that Contract Rates may include value based contracting terms, risk share components and/or other similar arrangements that may, from time to time, result in additional payments to Participating Providers in accordance with the terms of their network participation agreements.

2) Program Customer represents and warrants that it currently is in compliance and that it shall, at all times while this Network Program Agreement remains in effect, remain in compliance with all applicable Federal, state and local laws, regulations, governmental directives and rules including, but not limited to, ERISA, HIPAA, PPACA and all applicable Federal and state privacy laws and regulations.

3) Program Customer understand and agrees that Network may terminate Program Customer’s access to Network Services (and, thereby, this Network Program Agreement) in accordance with the terms of the Agreement. In the event of the termination of the Administrative Services Agreement or the termination of the Stop Loss Policy, for any reason, this Network Program Agreement shall terminate automatically (subject to any run-off period provisions contained in the Agreement).

4) Program Customer agrees that, under no circumstances shall Network or any of its Affiliates be considered the “appropriate named fiduciary” for purposes of reviewing denied claims under the terms of Program Customer’s Health Plan. Program Customer hereby agrees to indemnify and hold harmless Network and its Affiliates from and against any and all claims, liabilities, causes of action, judgments, damages, losses costs and expenses (including, but not limited to, reasonable attorneys’ fees and costs) arising out of or related to: (a) Program Customer’s breach of its representations or warranties under the Agreement and/or this Network Program Agreement or its failure to comply with the terms of the Agreement and/or this Network Program Agreement; (b) Program Customer’s failure to provide timely, accurate eligibility information regarding a Member to National General and/or a Participating Provider; and/or (c) the administration, processing, determination or denial of a claim under a Program Customer’s Health Plan. Program Customer acknowledges that Network and its Affiliates do not provide medical care or treatment and are not responsible for outcomes.

5) NGBS Advantage. If Program Customer chooses to offer the NGBS Advantage plan, which provides no access to or coverage for out of network benefits, Program Customer additionally agrees that: (a) Aetna has no obligation whatsoever to alter or increase network availability and Aetna makes no representations or warranties regarding the adequacy of the NGBS Advantage network in any particular state or zip code; (b) Program Customer will allow out of network coverage, on an exceptions basis, if a Member does not have adequate access to the applicable specialty; and (c) Program Customer shall include clear, adequate notification of network limitations and the absence of out of network coverage on all ID cards, marketing materials and health plan documents.

6) Miscellaneous. This Network Program Agreement may be amended only upon the mutual written agreement of Network and Program Customer or as required (in Network’s determination) by law or regulation. Without limiting any other obligation of Program Customer under the Agreement, Program Customer agrees that all confidentiality and dispute resolution/arbitration obligations of National General contained in the Agreement shall also apply to Program Customer as if it were a party to the Agreement. Network and Program Customer are independent contractors and not employees or agents of each other. To the extent not preempted by Federal law, this Network Program Agreement shall be governed by the laws of the State of Connecticut. This Network Program Agreement may not be assigned or delegated, in whole or in part, by Program Customer.

[PROGRAM CUSTOMER]

Aetna Life Insurance Company

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____ Date: _____

Title: _____ Date: _____