

**Aetna Signature Administrators® PPO
Network Services Agreement**

This **Aetna Signature Administrators® PPO Network 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 (“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, a Risk Management Services Agreement with Time Insurance Company (marketed as “Assurant Health”), under which Assurant Health provides access to certain Network, Medical/Case Management and Risk Management services for Program Customer’s self-funded health benefits plan(s).

Program Customer further represents that it has authorized Assurant Health 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. 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 Assurant Health. 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 Assurant Health, 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. Program Customer understands that failure to comply with this requirement and/or other applicable terms of Network’s agreements with Participating Providers 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.
- 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 Risk Management Services agreement between Program Customer and Assurant Health and/or Program Customer’s failure to maintain an agreement with a designated TPA as specified by the Agreement, 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 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 Network, Assurant Health, Program Customer’s TPA 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) 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 Assurant Health 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 Delaware. 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: _____

Title: _____