

CIGNA LIFESOURCE NETWORK ACCESS PAYER ACCESS AGREEMENT

CWIBenefits (“Company”) has entered into an Administrative Services Agreement (“ASA”) with Cigna Health and Life Insurance Company (“Cigna”) for the benefit of Cigna and its Affiliates and Company, which allows _____ (“Plan Sponsor”) access to Participating Providers included in the Cigna LifeSOURCE Transplant Network® (“Cigna LifeSOURCE”). In consideration for accessing Cigna LifeSOURCE, Plan Sponsor agrees to the terms of the ASA as well as those set forth below in this Payer Access Agreement (“PAA”), effective _____ (“Effective Date”).

WHEREAS Plan Sponsor is a self-funded employer that has issued a benefit Plan (“Plan”) that provides for the reimbursement of certain expenses incurred for health care services and supplies related to transplants in accordance with the terms and conditions of the Plan (“Transplant Services”); and

WHEREAS, Company and Cigna understand that, under the terms of the ASA, Company further subcontracts certain responsibilities to Group Benefit Services, Inc. (“TPA”); and

WHEREAS Cigna has established Cigna LifeSOURCE, a national network of credentialed transplant programs, for the provision of Transplant Services at rates of reimbursement specified in agreements (“Negotiated Rates”) with physicians, hospitals and other health care practitioners and entities (“Participating Providers”) (the “Participating Provider Agreements”); and

WHEREAS Plan Sponsor wishes to access Cigna LifeSOURCE in accordance with the ASA and the Participating Provider Agreements and make the provision of Transplant Services available to those individuals who are covered under the Plan (“Members”).

NOW THEREFORE, in consideration of the mutual covenants contained herein, Plan Sponsor agrees to the terms and conditions set forth in the ASA, including the definitions for capitalized terms used herein if not defined in this PAA as well as those set forth in this PAA.

1. This PAA shall automatically terminate upon (i) termination of the Plan, (ii) termination of Plan Sponsor’s agreement with TPA for administration of the Plan, (iii) termination of the ASA with respect to Company or Plan Sponsor, or (iv) termination of Plan Sponsor’s access to a network of Providers of Cigna or a Cigna Affiliate.
2. Plan Sponsor authorizes Company to perform the duties and obligations set forth in the ASA and in this PAA on behalf of Plan Sponsor.
3. Company, on behalf of Plan Sponsor, will notify Cigna of transplant referral and approval of payment. Plan Sponsor agrees that Company has the right to make transplant referrals on Plan Sponsor’s behalf and that evaluation services are approved upon referral of a transplant case by Company. Plan Sponsor will provide funding for Transplant Services approved on their behalf by Company and that are provided or supervised by a Participating Provider and rendered to Members in accordance with Participating Provider Agreement. Plan Sponsor will require Company to process and pay claims in accordance with terms of Participating Provider Agreement. In the event of conflict between the ASA, this PAA, and any Participating Provider Agreement, the Participating Provider Agreement shall prevail. Plan Sponsor acknowledges and agrees that, in some instances, payment to Participating Providers in accordance with Participating Provider Agreements may result in payment of amounts in excess of billed charges.
4. Payment shall be made by Company, on Plan Sponsor’s behalf, within thirty (30) days of Cigna’s receipt of claims or within a shorter period of time if required by Applicable Law. Plan Sponsor acknowledges it may incur late payment penalties for any late payment of claims to Participating Providers, including loss of Negotiated Rates. Such late payment penalties are the financial responsibility of Plan Sponsor and not Cigna. Plan Sponsor’s access to health services under this PAA creates an obligation between Plan Sponsor and the Participating Provider, and if Plan Sponsor fails to perform its obligations, the Participating Provider will have a direct cause of action against Plan Sponsor.
5. Cigna shall be compensated for all services rendered under the ASA and this PAA in accordance with Exhibit D-2 of Schedule D of the ASA (“Transplant Network Access Fees”). Plan Sponsor shall, through its agreement with TPA, provide for the compensation of Transplant Network Access Fees to

Cigna in accordance with the terms of the ASA and this PAA. Transplant Network Access fees are due to Cigna within thirty (30) days of Company's receipt of an invoice. Plan Sponsor shall provide funding for such fee payments by Company in a timely manner so that Company can remit such fee payments to Cigna within the above-described timeframe. Cigna will have a direct cause of action against Plan Sponsor if Cigna does not receive Transplant Network Access Fees from Company in accordance with the ASA and this PAA.

6. For Members who begin receiving Transplant Services under the terms of the ASA and this PAA before those agreements end, the Participating Provider will continue to provide services to the Member in accordance with the terms of the Participating Provider Agreement, provided the following: (a) Plan Sponsor provides funding to pay for such Transplant Services; (b) Plan Sponsor complies with the terms of the Participating Provider Agreements; (c) Company complies with the terms of the ASA; and (d) Company pays Cigna its Transplant Network Access Fee on Plan Sponsor's behalf as set forth in the ASA and this PAA.
7. In addition to the Term and Termination provisions set forth in the ASA, Cigna may terminate Plan Sponsor's right to access Participating Providers for any material breach by Plan Sponsor, including failure to provide funding for re-priced claims.
8. If Plan Sponsor is accessing a network of Providers of Cigna or a Cigna Affiliate, Cigna LifeSOURCE will be Plan Sponsor's exclusive network for Transplant Services unless otherwise agreed to in writing by Cigna.
9. Any use of the name, logo, trademark, or service mark of Cigna or any Cigna Affiliate, including but not limited to Cigna LifeSOURCE Transplant Network, by Plan Sponsor without Cigna's prior written approval is prohibited.
10. Any controversies or claims between Cigna and Plan Sponsor and/or the Plan arising out of or in any way directly or indirectly connected with this PAA shall be resolved by binding arbitration before a single arbitrator mutually chosen by the parties. If the parties are unable to agree upon such an arbitrator within thirty (30) days after one of the parties has notified the other of the desire to submit a dispute for arbitration, then the parties will prepare a Request for a Dispute Resolution List and submit it to the American Health Lawyers Association Alternative Dispute Resolution Service (AHLA ADR Service) along with the appropriate administration fee. Under the Codes of Ethics and Rules of Procedure developed by the AHLA ADR Service, the parties will be sent a list of ten (10) arbitrators along with a background and experience description, references and fee schedule for each. The ten (10) arbitrators will be chosen by the AHLA ADR Service on the basis of their experience in the area of the dispute, geographic location and other criteria as indicated on the request form. The parties will review the qualifications of the suggested arbitrators and rank them in order of preference. Each party has the right to strike one (1) of the names from the list. The person with the lowest total will be appointed to resolve the dispute. Each party will assume its own costs related to the arbitration, which includes any costs, fees (including attorneys' fees), and expenses of any kind.
11. The relationship of the parties under this PAA is that of independent contractors.
12. This PAA is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this PAA as a third party beneficiary or otherwise, including, but not limited to, Members, Company, and Participating Providers.
13. This PAA as well as any subsequent amendments represent the entire agreement between the parties hereto and supersede any and all previous written or oral agreements or understandings regarding the subject matter of this PAA. Neither party may assign or transfer any duty or interest in this PAA without the written consent of the other party, and any attempted transfer or assignment without such consent shall be void, except Cigna may assign or transfer any duty or interest in this PAA to an Affiliate without the consent of Plan Sponsor.
14. This PAA may be amended upon the mutual written consent of the parties, except Cigna shall have the right to unilaterally amend the Agreement as follows: (1) upon ninety (90) days' written notice to Plan Sponsor to administer any changes in Cigna's business directly or indirectly caused by changes in law, provided, Plan Sponsor has the right to terminate the PAA within the ninety (90) day period following receipt of notice of such change from Cigna; (2) upon one hundred and eighty (180) days'

prior written notice to Plan Sponsor, provided Plan Sponsor has the right to terminate the PAA within the one hundred and eighty (180) day period following receipt of notice from Cigna; or (3) to the extent amendment is required by law.

15. Plan Sponsor acknowledges and agrees that Cigna and its Affiliates shall under no circumstance be financially responsible to Plan Sponsor, the Plan, a Member, a Participating Provider or any other party for the payment of any benefits under the Plan. It is understood and agreed that the payment of all benefits under a Plan is the responsibility of Plan Sponsor. This provision shall survive the termination of this PAA.

By accessing Cigna LifeSOURCE Participating Provider Agreements under the terms of the Agreement, Plan Sponsor agrees to be bound by the terms hereof.

Plan Sponsor Name: _____

By: Signature: _____

Printed Name: _____

Title: _____

Dated: _____

Please Provide TPA/Claims Administrator Information (if applicable):

Company Name: Group Benefit Services, Inc.
Address: 6 North Park Drive, Suite 310, Hunt Valley, MD 21030
Contact Name:
Phone Number:
Fax Number:

To activate this PAA, please send a signed copy via email to lifesourceweb@cigna.com or via fax to 860.946.6791.