PHARMACY BENEFIT MANAGEMENT SERVICES
CIGNA CUSTOMER AGREEMENT

(For use with BPO Arrangements)

Customer Agreement

THIS CUSTOMER AGREEMENT ("Agreement") is entered into as of the _____ by and between Cigna Health and Life Insurance Company ("Cigna") and _____ ("Customer").

WHEREAS, Cigna and CWI Benefits, Inc. ("BPO") have entered into an administrative services agreement and Schedule F, Pharmacy Benefit Management Services, ("Pharmacy Services Agreement") with the understanding that BPO would further subcontract certain responsibilities to Amwins Connect Administrators, Inc. ("TPA") to allow TPA and its clients to receive pharmacy services from Cigna through Cigna's Pharmacy Benefits Management Division ("Cigna Pharmacy Management"), a pharmacy benefits manager ("PBM");

WHEREAS, Customer is an employer group, association, trust, or other organization with respect to which TPA administers pharmacy benefits pursuant to an insurance policy, HMO contract or administrative services contract; and

WHEREAS, Customer wishes to access the Cigna Pharmacy Management program;

NOW THEREFORE, in consideration of the mutual promises herein exchanged and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. DEFINITIONS

A. "Affiliate" means any person or entity that controls, is controlled by or is under common control with Cigna, or Customer, as the term "common control" is defined in the Internal Revenue Code.

B. "Copayment" means that portion of the charge for each Covered Drug dispensed to the Member that is the responsibility of the Member as indicated in the applicable Drug Benefit Summary (which amount may also be characterized as coinsurance.)

C. "Covered Drug" means those prescription drugs, supplies, Specialty Drugs, and other items that are covered under a Plan, as indicated in the applicable Drug Benefit Summary.

D. "Deductible" means the aggregate annual amount the Member is required to pay for Covered Drugs before becoming entitled to the benefits under a Plan as indicated in the applicable Drug Benefit Summary.

E. "Drug Benefit Summary" means the prescription drug benefit summary form Cigna will provide to TPA which, when completed by Customer for each Plan, that describes the essential features adopted by Customer for the prescription drug components of the Plan(s).

F. "Eligibility Files" means the list submitted by TPA to Cigna on-line, FTP, or electronic format as mutually agreed upon by the parties indicating persons eligible for drug benefit coverage services under the Plan.

G. "Mail Service Pharmacy" means a duly licensed pharmacy selected by Cigna where brand, generic and Specialty Drug prescriptions are filled and delivered to Members via the United States Postal Service or other delivery service. As of the Effective Date, the Mail Service Pharmacy selected by Cigna is comprised of Tel-Drug, Inc. and Tel-Drug of Pennsylvania, L.L.C. (collectively known as "Cigna Home Delivery Pharmacy" or "Cigna Tel-Drug,") and is owned by Cigna.

Subject to applicable law, Cigna and Mail Service Pharmacy may contact Members and providers in support of the administration of the Plan, including contacting them in an effort to increase their awareness of the Preferred Drug List and Mail Service Pharmacy availability. Customer will support and promote mail order initiatives, including mail promotion programs.

H. "Member" means each person who is eligible (as determined solely by Customer) to receive prescription drug benefits under a Plan, as indicated in the Eligibility Files.

I. "Member Submitted Claim" means (i) a claim submitted by a Member for Covered Drugs dispensed by a pharmacy other than a Participating Pharmacy; (ii) a claim for Covered Drugs filled at a Participating Pharmacy for which the Member paid cash; or (iii) subrogation claims submitted by the United States or any state under Medicaid or similar government health care programs.

J. "Participating Pharmacy" means any licensed retail or mail pharmacy with which Cigna has executed an agreement to provide Covered Drugs to Members.

K. "Payer" means, with respect to each Customer, the entity designated as "Payer" in this Agreement. If a "Payer" is not designated in this Agreement Customer

shall be deemed the "Payer".

L. "Plan" means the program through which a Customer makes pharmacy benefits available to its Members, which includes the prescription drug benefits specified by Customer to Cigna on a Drug Benefit Summary, and which defines the costs, procedures, benefits, conditions, limitations, exclusions, and other obligations to which Members are subject thereunder.

M. "Preferred Drug List (PDL)" or "Formulary" means a selection of FDA approved medicinal products, including but not limited to, pharmaceuticals and biologicals, in various therapeutic categories that is approved by Cigna for use in the management of prescription drug benefits. The PDL may be modified from time to time, in Cigna's sole discretion, as a result of clinical and non-clinical factors, including as new therapeutic agents become available. In selecting preferred products, Cigna attempts to manage to the lowest net cost in the aggregate; however, not every preferred product on the Preferred Drug List is the product with the lowest net cost within the applicable therapeutic class. For example, the preferred product may be selected because it is clinically superior, the subject of a favorable Rebate arrangement between Cigna and the product's manufacturer, is anticipated to become available in a lower-cost generic drug form, or for other reasons. A copy of the PDL in effect as well as any changes will be delivered to TPA.

N. "Prescription Drug Claims" means a Member Submitted Claim or a claim for payment of a Covered Drug submitted to Cigna by a pharmacy.

O. "Protected Health Information" and "PHI" means Member-specific data as defined under 45 CFR Section 164.501 of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

P. "Rebates" means retrospective rebates that are paid to Cigna pursuant to the terms of a rebate contract negotiated independently by Cigna with a pharmaceutical manufacturer and directly attributable to the utilization of certain pharmaceuticals by Members.

Q. "Services" means the services set forth in this Agreement as provided by Cigna, through Cigna Pharmacy Management, and those specified in Exhibit A as they may be supplemented, enhanced, modified or replaced during the Term in accordance with this Agreement.

R. "Specialty Drugs" are typically high-cost drugs that are most often given by injection or infusion and either (i) treat complex, chronic or life-threatening conditions, or (ii) have a narrow targeted treatment focus, or (iii) have special handling and distribution requirements. These drugs are defined by Cigna.

S. "Usual and Customary" or "U&C" means the retail price charged by a Participating Pharmacy for the particular drug in a cash transaction on the date the drug is dispensed as reported to Cigna by the Participating Pharmacy.

II. SERVICES

A. Commencing on the Effective Date or such other date as expressly provided herein, Cigna, through Cigna Pharmacy Management, shall provide to Customer the Services set forth in this Agreement and those specified in Exhibit A.

B. Drug Utilization Review and Clinical Programs

Plans may include various drug utilization review and clinical programs, including, but not limited to, prior authorization requirements. Any such programs shall be established and administered in accordance with clinical criteria and other requirements as determined by Cigna. Specifically with respect to prior authorization requirements, drugs requiring prior authorization must meet Cigna's approved guidelines before they are deemed to be Covered Drugs, except where Customer, or TPA acting on behalf of Customer, authorizes Cigna to approve coverage for other factors not otherwise expressly set forth in the guidelines. Customer acknowledges that prior authorization programs are based on objective criteria and the limited amount of patient information available to Cigna. Cigna shall not undertake, and is not required to determine medical necessity, to make diagnoses or to substitute Cigna's judgment for the professional judgment and responsibility of the health care provider. However, Customer may retain Cigna or TPA for the limited purpose of making appeal determinations or decisions confirming or overriding a denial.

III. FINANCIAL TERMS AND CONDITIONS

A. Payment Terms

Customer shall pay all fees as specified in the Pharmacy Services Agreement for Services provided under this Agreement within fourteen (14) calendar days of TPA's receipt of Cigna's invoice.

If Customer disputes any item on any invoice, it shall, within thirty (30) days of the date of the Cigna invoice, provide written notice to Cigna through TPA, of the nature of the dispute and amount in dispute. Notwithstanding any such dispute, Customer shall pay the invoice in full by the due date and, if it is determined that the invoice was erroneous and Customer made an overpayment as a result, Cigna shall refund the overpaid amount to Customer.

Customer shall be responsible for all claims for Covered Drugs that are dispensed to a Member on or before the later of: (1) the date of the Member's termination; (2) three (3) business days after Cigna receives notification

of the Member's termination in an Eligibility File or other written notice; or (3) one (1) business day after Cigna receives such notification electronically. Cigna shall not be responsible for ensuring the accuracy of the Eligibility Files and shall be entitled to payment from Customer for claims for Members shown as eligible on the date the claim was adjudicated. Cigna shall not bear the risk of fraudulent claims submitted by Members or by unauthorized persons using a Member's ID card or identification number.

In addition to its termination rights under Section VII.B. herein, in the event Customer is delinquent in payment of fees for two (2) consecutive months, Cigna shall have the right, in its sole discretion, to require Customer to submit a deposit in an amount equal to the average monthly invoice amount for the previous three (3) months, or if there is less than three (3) months billing history, then such deposit shall be based on the average monthly invoice of the actual billing history. Cigna shall retain the deposit until the termination of this Agreement. Any balance of such deposit remaining upon termination of this Agreement shall be returned to Customer upon payment of all fees due as of such termination following any run-off period. Cigna will place any such deposit in Cigna's general assets and Customer represents that such deposit shall not be composed of, in whole or in part, employee contributions under Customer's employee welfare benefit plan.

If Customer is not the Payer, Customer shall require Payer to comply with the terms of this Section III.

Notwithstanding the foregoing, in the event that there are amounts that are owed to Cigna by Payer or Customer for any Services rendered under this Agreement and such amounts are past due, Cigna shall have the right, at its sole discretion, to offset Rebates owed to Payer or Customer under this Agreement against past due amounts owed to Cigna under this Agreement.

B. Reporting

Customer grants Cigna permission to use both during and after the term of this Agreement, the anonymized PHI (de-identified in accordance with HIPAA) drug data collected by Cigna for research, provider profiling and other databases for benchmarking, drug trend, cost analyses, cost comparisons, or other business purposes of Cigna and their respective Affiliates. Cigna and/or its affiliates may receive payments from third parties for the provision of aggregate data, facilitating patient compliance with prescription drug therapy, providing health care services or supplies as subcontractors to other network providers, and other services. Customer acknowledges and agrees that Cigna shall retain full ownership rights over all compilations, analyses, and reports prepared by Cigna.

IV. USE OF RECORDS/CONFIDENTIALITY

A. PHI

The parties hereto agree that as relates to use and disclosure of PHI, electronic transaction standards and security of electronic PHI under HIPAA, they are subject to the terms of the privacy and security provisions as contained in Exhibit B hereto.

B. Proprietary Information

Customer agrees that information of Cigna including, but not limited to the following, shall constitute confidential and proprietary information ("Proprietary Information") unless otherwise public: reporting and system applications (web-based and other media) and system formats, databanks, clinical and Preferred Drug List management operations and programs and manuals, information concerning Rebates, prescription drug evaluation criteria, drug pricing information, and Participating Pharmacy agreements. Customer shall not use Cigna's Proprietary Information or disclose it to any third party, at any time during or after termination of this Agreement, except as specifically contemplated by this Agreement or upon prior written consent by Cigna. Upon termination of this Agreement, Customer shall cease using the Proprietary Information, and all such information shall be returned or destroyed to Cigna upon Cigna's direction.

V. ERISA

A. Disclosure

With respect to any Customer or Plan that is subject to the provisions of the Employee Retirement Income Security Act, as amended, 29 U.S.C. Section 1001 et seq. ("ERISA"), Customer shall ensure that its activities in regard to such program are in compliance with ERISA. Customer acknowledges and agrees that TPA is responsible for disclosing to, and obtaining all necessary authorizations from, Customer regarding Rebates and any other compensation it receives under its relationship with Cigna**.** TPA's retention of any amounts attributable to the above for its account shall be pursuant to such authorizations.

B. Cigna is Not Fiduciary

In providing services under this Agreement, Customer acknowledges and agrees that Cigna is not acting on behalf of any employee welfare benefit plan (as defined in Section 3.21(a) of ERISA) nor on behalf of participants in such plans, nor as a fiduciary (as defined in Section 3.21(a) of ERISA) of any Plan and that Customer shall not name Cigna as a plan fiduciary. Customer acknowledges that Cigna does not accept fiduciary status and that the Customer should not appoint Cigna a fiduciary. Cigna has no power to make any decisions as to Plan drug benefits, Plan interpretations, practices or procedures, but rather provides administrative services

for the drug benefit program within a framework of policies, interpretations, rules, practices and procedures.

VI. DISCLOSURE OF FINANCIAL MATTERS

A. Cigna Financial Disclosure. Cigna derives margin from fees and revenue in one or more ways as further described in the "Cigna Financial Disclosure" as set forth in Exhibit C hereto ("Cigna Financial Disclosure") and as may be disclosed on the Cigna web site. In negotiating any of the fees and revenues described in the Cigna Financial Disclosure or in this Agreement, Cigna acts on its own behalf, and not for the benefit of or as agent for BPO, TPA, Customers, Members or the Plan. Except as provided for under this Amendment, Customer acknowledges and agrees that Cigna will retain all interest in any fees paid by BPO, TPA and/or Customer. Customer acknowledges for itself that it has no right to receive, or possess any beneficial interest in, any such fees.

B. TPA Financial Disclosure. TPA shall be responsible for disclosing to Customer its financial arrangements and interests with respect to the Services to be provided under this Agreement, and Customer shall look solely to TPA, and not to Cigna, for such disclosure.

C. Compliance with Law; Change in Law. Each party shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits. Cigna may pay a commission or other remuneration to BPO, TPA and/or a producer/broker in connection with this Agreement, which may vary based on plan design or other factors. To the extent such commission or remuneration information necessary for Customer to satisfy its duties under ERISA or other applicable law, including the duty to file annual reports, cannot be obtained by Customer from TPA, Cigna will provide such information to Customer upon written request. Cigna shall have no obligation whatsoever to provide Members with any documents required under ERISA (e.g., SPD) or other applicable law.

VII. TERM AND TERMINATION

A. Term

The initial term of this Agreement shall be one (1) year from the Effective Date of this Agreement ("Initial Term"). After the Initial Term, this Agreement will automatically renew for one (1) year terms, unless written notice of termination is provided by either party hereto at least thirty (30) days prior to the end of the Initial Term or any renewal term thereafter or otherwise in accordance with the termination provisions of this Agreement. If the Pharmacy Services Agreement with Company and/or Customer's agreement with Company terminates prior to the termination of this Agreement, this Agreement will automatically terminate on the same effective date. Cigna and Customer may then elect to work together, in good faith, to determine whether an arrangement can be put into place under which Customer may continue to access the Cigna Pharmacy Program.

B. Termination.

This Agreement may be terminated as follows:

By Cigna, (i) without cause, upon ninety (90) days' prior written notice to Customer; (ii) effective two (2) days after providing Customer with written notice that such Customer (or TPA or other party on behalf of such Customer) has failed to pay a claim; or (iii) immediately in the event TPA has sold the pharmacy benefit management services which are the subject of this Agreement to Customer, in violation of the Pharmacy Services Agreement.

Either party may terminate this Agreement for cause due to a breach of this Agreement by the other party ("Breaching Party"). Termination for cause shall be upon thirty (30) days' prior written notice provided to Breaching Party unless the reason for termination is cured to the satisfaction of the other party within such thirty (30) day notice period. With respect to actions or conduct of the Customer, "cause" includes but is not limited to failure of TPA to pay any fees. In addition, either party may terminate this Agreement for cause effective immediately and without any cure period upon written notice to the other party, if the other party becomes insolvent, makes an assignment of its property for the benefit of creditors, or consents to the appointment of a receiver or trustee.

In the event this Agreement is terminated in accordance with this Section VII.B and Cigna thereafter agrees to reinstate this Agreement, Cigna may, at its sole discretion, apply a reinstatement fee.

VIII. MISCELLANEOUS PROVISIONS

A. Indemnification. Customer will indemnify and hold harmless Cigna, its directors, officers, agents, and employees from and against any claims, liabilities, damages, losses, or expenses including, without limitation, attorneys' fees, arising from or in connection with: (1) any intentional or grossly negligent acts or omissions of Customer or its employees, agents or representatives with respect to the performance of Customer's obligations under this Agreement; and (2) Customer's material breach of this Agreement.

Cigna will indemnify and hold harmless Customer, its directors, officers, agents, and employees from and against any claims, liabilities, damages, losses, or expenses including, without limitation, attorneys' fees, arising from or in connection with: (1) any intentional or grossly negligent acts or omissions of Cigna or its employees, agents or representatives with respect to the performance of Cigna's obligations under this Agreement; and (2) Cigna's material breach of this

Agreement. The provisions of this Section VIII.A. shall survive termination of this Agreement regardless of the cause for termination.

B. Limitation of Liability. Except for the indemnification obligations set forth in the Agreement, each party's liability to the other hereunder shall in no event exceed the actual proximate losses or damages caused by breach of this Agreement. In no event shall either party or any of their respective Affiliates, directors, employees, or agents be liable for any indirect, special, incidental, consequential, exemplary or punitive damages or any damages for lost profits relating to a relationship with a third party, however caused or arising, whether or not they have been informed of the possibility of their occurrence.

C. Third Party Beneficiary Exclusion. This Agreement 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 Agreement as a third party beneficiary or otherwise, including, but not limited to, Members.

D. Trademarks. Each party acknowledges the other's sole and exclusive ownership of its trade names, commercial symbols, trademarks, and servicemarks, whether presently existing or later established (collectively "Marks"). Each party agrees that it shall not use the other's Marks in advertising or promotional materials or otherwise without the owner's prior written consent.

E. Effect of Agreement; Severability; Conflicts. This Agreement, including all exhibits and attachments hereto, which are specifically incorporated into this Agreement, sets forth all the promises, covenants, agreements, conditions, and understandings between the parties hereto, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions expressed or implied, oral or written, except as herein contained. Any controversies or claims between Cigna and Customer and/or the Plan arising out of or in any way directly or indirectly connected with this Agreement 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 arbitrator shall be selected from the American Arbitration Association's ("AAA") Roster of Neutrals. 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 AAA on the basis of their experience in the area of the dispute, geographic location and other criteria as provided by the parties. The parties will review the qualifications of the suggested arbitrators and rank them in order of preference from one to nine. 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.

F. Amendment. This Agreement may be amended upon mutual written agreement of the parties. Cigna may amend this Agreement upon thirty (30) days written notice to Customer. Customer shall be deemed to have agreed and consented to such amendments unless Customer informs Cigna in writing of any objections to the amendment within ten (10) days of Customer's receipt of such amendment. If Customer objects to any amendment, Customer shall have the right, at its option, to terminate this Agreement effective at the end of the thirty (30) day notice period or to continue this Agreement with such amendment. If Cigna's performance of its obligations under this Agreement is made materially burdensome or expensive due to a change in federal, state or local laws or regulations or the interpretation thereof, the parties shall negotiate an appropriate adjustment to the fees paid to Cigna by Customer. If the parties cannot agree on an adjusted fee, Cigna may terminate this Agreement on thirty (30) days prior written notice to Customer.

G. Binding Effect and Assignment. This Agreement shall be binding upon the parties hereto, their heirs, administrators, successors and assigns. Neither party may assign nor transfer its interests herein, except as otherwise provided herein, without the written consent of the other, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Cigna shall have the right, exercisable in its sole discretion, to assign or transfer its rights or delegate its interests hereunder to an Affiliate, successor, or purchaser of all or any portion of the assets or stock of Cigna.

H. Governing Law. This Agreement shall be construed in accordance with the laws of the state of Delaware, without regard to its conflict of law provisions.

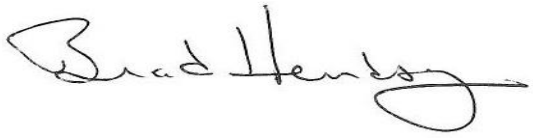
I. Compliance with Laws. The parties shall perform their obligations under this Agreement in accordance with applicable laws and regulations. Cigna shall have no obligation whatsoever to communicate the terms of the Cigna Pharmacy Management program to Members or provide Members with any documents required under ERISA (e.g., SPD) or other applicable law.

J. Independent Contractors. The parties are independent contractors, and no party is or shall represent itself as having, and nothing in this Agreement shall be construed as creating between the parties, a relationship between the parties as employer-employee, partners, principal-agent, joint venturers, or any relationship other than that of independent parties.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

IN WITNESS WHEREOF, Cigna and Customer have caused this Agreement to be executed by their duly authorized representatives:

Cigna Health and Life Insurance Company



Brad Hendsey
Vice President, Payer Solutions

_____
Date

_____
Company Name

_____
Signature

_____
Print Name

_____
Title

_____
Date

Payer Name (if Customer is not Payer):
Amwins Connect Administrators, Inc.

Customer Agreement
BPO Customer Business Associate Agreement

I. GENERAL PROVISIONS

Section 1. Business Associate Status. The parties acknowledge that Cigna Health and Life Insurance Company ("Cigna") is a Business Associate of the customer ("Customer", "Employer" and/or "Plan Sponsor"), a sponsor of a group health benefit Plan or Plans ("Plan"), due to the existence of one or more administrative agreements for Plan related services between Customer and Cigna that involve the creation, receipt, maintenance or transmission of Protected Health Information (collectively and/or individually referred to as an "Agreement"). In order to support the parties compliance obligations, the parties agree to adhere to the requirements set forth herein.

Section 2. Effect. As of the effective date of the Agreement, the terms and provisions of this Addendum are incorporated in and shall supersede any conflicting or inconsistent terms and provisions of the Agreement. This Addendum sets out terms and provisions relating to the use and disclosure of Protected Health Information ("PHI") without written authorization from the Individual.

Section 3. Amendment to Comply with Law. The parties agree to amend this Addendum to the extent necessary to allow either the Plan to comply with applicable laws and regulations including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 and its implementing Administrative Simplification regulations (45 C.F.R. Parts 142, 160, 162 and 164) ("HIPAA"), also known as the HIPAA Standards for Electronic Transactions, the HIPAA Security Standards, and the HIPAA Privacy Rule; the Health Information Technology for Economic and Clinical Health Act, which was included in the American Recovery and Reinvestment Act of 2009 (P.L. 111-5 ("ARRA")) and its implementing regulations and guidance ("HITECH").

Section 4. Relationship of the Parties. The parties intend that Cigna is an independent contractor and not an agent of Customer or the Plan.

II. PERMITTED USES AND DISCLOSURES BY CIGNA

Section 1. Disclosures Generally. Except as otherwise provided in this Addendum, Cigna may use or disclose PHI to perform functions, activities, or services for, or on behalf of the Plan, as specified in the Agreement, provided that such use or disclosure would not violate the HIPAA Privacy & Security Rule if done by the Plan.

Section 2. To Carry Out Plan Obligations. To the extent Cigna is to carry out one or more of Plan's obligations under Subpart E of 45 CFR Part 164, Cigna agrees to comply with the requirements of Subpart E that apply to the Plan in the performance of such obligations.

Section 3. Management & Administration.

(a) Cigna may use PHI for the proper management and administration of Cigna or to carry out the legal responsibilities of Cigna.

(b) Cigna may disclose PHI for the proper management and administration of Cigna, provided that disclosures are: (i) required by law or (ii) Cigna obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it is disclosed to the person, and the person notified Cigna of any instances or which it is aware in which the confidentiality of the information has been breached.

(c) Except as otherwise limited in this Addendum, Cigna may use PHI to provide Data Aggregation services relating to the health care operations of the Plan or to de-identify PHI. Once information is de-identified, this Addendum shall not apply.

Section 4. Required by Law. Cigna may use or disclose PHI as required by law.

III. OTHER OBLIGATIONS AND ACTVITIES OF CIGNA

Section 1. Receiving Remuneration in Exchange for PHI Prohibited. Cigna shall not directly or indirectly receive remuneration in exchange for any PHI of an Individual, unless an authorization is obtained from the Individual, in accordance with 45 C.F.R. §164.508, that specifies whether PHI can be further exchanged for remuneration by the entity receiving PHI of that Individual, unless otherwise permitted under the HIPAA Privacy Rule.

Section 2. Limited Data Set or Minimum Necessary Standard and Determination. Cigna shall, to the extent practicable, limit its use, disclosure, or request of Individuals' PHI to the minimum necessary amount of an Individuals' PHI to accomplish the intended purpose of such use, disclosure, or request and to perform its obligations under the underlying Agreement and this Addendum. Cigna shall determine what constitutes the minimum necessary to accomplish the intended purpose of such use, disclosure or request. Cigna's obligations under this Section shall be subject to modification to comply with future guidance to be issued by the Secretary.

Section 3. Security Standards. Cigna shall use appropriate safeguards to comply with Subpart C of 45 C.F.R. Part 164 with respect to Electronic PHI to prevent use or disclosure of PHI other than as provided for by the Agreement.

Section 4. Protection of Electronic PHI. With respect to Electronic PHI, Cigna shall:

(A) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI that Cigna creates, receives, maintains, or transmits on behalf of the Plan as required by the Security Standards;

(B) Ensure that any agent, including a subcontractor, to whom Cigna provides Electronic PHI agrees to implement reasonable and appropriate safeguards to protect such information; and,

(C) Report to the Plan any Security Incident of which it becomes aware.

Section 5. Reporting of Violations. Cigna shall report to the Plan any use or disclosure of PHI not provided for by this Addendum of which it becomes aware. Cigna agrees to mitigate, to the extent practicable, any harmful effect from a use or disclosure of PHI in violation of this Addendum of which it is aware.

Section 6. Security Breach Notification. Cigna will notify the Plan of a Breach (including privacy related incidents that might, upon further investigation, be deemed to be a Breach) without unreasonable delay and, in any event, within ten business days after Cigna's discovery of same. This notification will include, to the extent known:

i. the names of the individuals whose PHI was involved in the Breach;

ii. the circumstances surrounding the Breach;

iii. the date of the Breach and the date of its discovery;

iv. the information Breached;

v. any steps the impacted individuals should take to protect themselves;

vi. the steps Cigna is taking to investigate the Breach, mitigate losses, and protect against future Breaches; and,

vii. a contact person who can provide additional information about the Breach.

For purposes of discovery and reporting of Breaches, Cigna is not the agent of Customer or the Plan (as "agent" is defined under common law). Cigna will investigate Breaches, assess their impact under applicable state and federal law, including HITECH, and make a recommendation to the Plan as to whether notification is required pursuant to 45 C.F.R. §§164.404-408 and/or applicable state breach notification laws. With Plan's prior approval, Cigna will issue notices to such individuals, state and federal agencies - including the Department of Health and Human Services, and/or the media as required pursuant to, and in accordance with the requirements of applicable law (including 45 C.F.R. §§164.404-408). Cigna will pay the costs of issuing notices required by law and other remediation and mitigation which, in Cigna's discretion, are appropriate and necessary to address the Breach. Cigna will not be required to issue notifications that are not mandated by applicable law. Cigna shall provide the Plan with information necessary for the Plan to fulfill its obligation to report Breaches affecting fewer than 500 Individuals to the Secretary as required by C.F.R. §164.408(c).

Section 7. Disclosures to and Agreements by Third Parties. In accordance with 45 C.F.R. §164.502(e)(1)(ii) and 164.308(b)(2), Cigna agrees to ensure that any subcontractors that create, receive, maintain or transmit PHI on behalf of Cigna agree to the same restrictions and conditions with respect to such PHI that apply to Cigna with respect to such information.

Section 8. Access to PHI. Cigna shall provide an Individual with access to such Individual's PHI contained in a Designated Record Set in response to such Individual's request in the manner and time required in 45 C.F.R. §164.524.

Section 9. Availability of PHI for Amendment. Cigna shall respond to a request by an Individual for amendment to such Individual's PHI contained in a Designated Record Set in the manner and time required in 45 C.F.R. §164.526, except that the Plan shall handle any requests for amendment of PHI originated by the Plan, Plan Sponsor or the Plan's other business associates, such as enrollment information.

Section 10. Right to Confidential Communications and to Request Restriction of Disclosures of PHI. Cigna shall comply with, and shall assist the Plan in complying with, and responding to Individuals' requests for confidential communications or to restrict the uses and disclosures of their PHI under 45 C.F.R. §164.522. This shall include complying with requests to restrict the disclosure of certain PHI with which the Plan is required to agree, in accordance with 45 C.F.R. §164.522.

Section 11. Accounting of PHI Disclosures. Cigna shall provide an accounting of disclosures of PHI to an Individual who requests such accounting in the manner and time required in 45 C.F.R. §164.528.

Section 12. Processes and Procedures. In carrying out its duties set forth in Article III, Sections 8 – 11, above, Cigna will implement the Standard Business Associate Processes and Procedures (the "Processes and Procedures") attached hereto for requests from Individuals, including the requirement that requests be made in writing, the creation of forms for use by Individuals in making such requests, and the setting of time periods for Plan to forward to Cigna any such requests made directly to the Plan or Plan Sponsor. In addition, Cigna will implement the Processes and Procedures relating to disclosure of PHI to Plan Sponsor or designated third parties.

Section 13. Availability of Books and Records. Cigna hereby agrees to make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Cigna on behalf of the Plan, available to the Secretary for purposes of determining the Plan's compliance with the Privacy Rule.

IV. TERMINATION OF AGREEMENT WITH CIGNA

Section 1. Termination Upon Breach of Provisions Applicable to PHI. Any other provision of the Agreement notwithstanding, the Agreement may be terminated by the Plan upon prior written notice to

Cigna in the event that Cigna materially breaches any obligation of this Addendum and fails to cure the breach within such reasonable time as the Plan may provide for in such notice; provided that in the event that termination of the Agreement is not feasible, in the Plan's sole discretion, the Plan shall have the right to report the breach to the Secretary.

If Cigna knows of a pattern of activity or practice of the Plan that constitutes a material breach or violation of the Plan's duties and obligations under this Addendum, Cigna shall provide a reasonable period of time, as agreed upon by the parties, for the Plan to cure the material breach or violation. Provided, however, that, if the Plan does not cure the material breach or violation within such agreed upon time period, Cigna shall terminate the Agreement, if feasible, at the end of such period.

Section 2. Use of PHI upon Termination. The parties hereto agree that it is not feasible for Cigna to return or destroy PHI at termination of the Agreement; therefore, the protections of this Addendum for PHI shall survive termination of the Agreement, and Cigna shall limit any further uses and disclosures of such PHI to the purpose or purposes which make the return or destruction of such PHI infeasible.

V. OBLIGATION OF THE PLAN

The Plan will not request Cigna to use or disclose PHI in any manner that would not be permissible under HIPAA or HITECH if done by the Plan.

VI. DEFINITIONS FOR USE IN THIS ADDENDUM

Definitions. Certain capitalized terms used in this Addendum shall have the meanings ascribed to them by HIPAA and HITECH including their respective implementing regulations and guidance. If the meaning of any term defined herein is changed by regulatory or legislative amendment, then this Addendum will be modified automatically to correspond to the amended definition. All capitalized terms used herein that are not otherwise defined have the meanings described in HIPAA and HITECH. A reference in this Addendum to a section in the HIPAA Privacy Rule, HIPAA Security Rule, or HITECH means the section then in effect, as amended.

"**Breach**" means the unauthorized acquisition, access, use, or disclosure of Unsecured PHI which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information. A Breach does not include any unintentional acquisition, access, or use of PHI by an employee or individual acting under the authority of Cigna if such acquisition, access, or use was made in good faith and within the course and scope of the employment or other professional relationship of such employee or individual with Cigna; any inadvertent disclosure from an individual who is otherwise authorized to access PHI at a facility operated by Cigna to another similarly situated individual at the same facility; and such information is not further acquired, accessed, used, or disclosed without authorization by any person.

"**Designated Record Set**" shall have the same meaning as the term "designated record set" as set forth in the Privacy Rule, limited to the enrollment, payment, claims adjudication, and case or medical management record systems maintained by Cigna for the Plan, or used, in whole or in part, by Cigna or the Plan to make decisions about Individuals.

"**Effective Date**" shall mean the date noted above or the earliest date by which the Plan is required to have executed a Business Associate Agreement or other privacy compliance agreement with Cigna pursuant to the requirements of applicable law.

"**Electronic Protected Health Information**" shall mean PHI that is transmitted by or maintained in electronic media as that term is defined in 45 C.F.R. §160.103.

"**Limited Data Set**" shall have the same meaning as the term "limited data set" as set forth in as defined in 45 C.F.R. §164.514(e)(2).

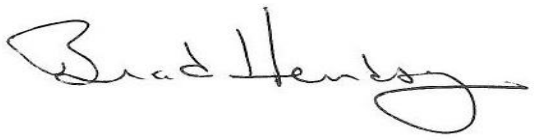
"**Protected Health Information**" or "**PHI**" shall have the same meaning as set forth at C.F.R. §160.103.

"**Secretary**" shall mean the Secretary of the United States Department of Health and Human Services.

"**Security Incident**" shall have the same meaning as the term "security incident" as set forth in 45 C.F.R. §164.304.

"**Unsecured Protected Health Information**" shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued under Section 13402(h)(2) of ARRA.

CIGNA HEALTH AND LIFE INSURANCE COMPANY



Brad Hendsey
Vice President, Payer Solutions

PLAN SPONSOR
Sign below and return to Cigna care of:

TPA's name and address for collection of the NSA and Business Associate Agreement:

TPA Name: Amwins Connect Administrators, Inc.
TPA Address: 6 North Park Drive, Suite 310
Hunt Valley, MD 21030

Plan Sponsor Full Name: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Cigna
Standard Business Associate Processes and Procedures

These Standard Business Associate Processes and Procedures apply to each Agreement between Customer and Cigna. Unless otherwise defined, capitalized terms have the meaning provided therein, or if not defined in such Addendum, as defined in 45 C.F.R. parts 142, 160, 162 and 164 ("HIPAA"), also known as the HIPAA Standards for Electronic Transactions, the HIPAA Security Standards, and the HIPAA Privacy Rule and/or the Health Information Technology for Economic and Clinical Health Act, which was included in the American Recovery and Reinvestment Act of 2009 (P.L. 111-5 ("ARRA")).

Section 1. Access to PHI. When an Individual requests access to PHI contained in a Designated Record Set and such request is made directly to the Plan or Plan Sponsor, the Plan shall forward the request to Cigna within five (5) business days of such receipt. Upon receipt of such request from the Plan, or upon receipt of such a request directly from an Individual, Cigna shall make such PHI available directly to the Individual within the time and manner required in 45 C.F.R. §164.524. The Plan delegates to Cigna the duty to determine, on behalf of the Plan, whether to deny access to PHI requested by an Individual and the duty to provide any required notices and review in accordance with the HIPAA Privacy Rule.

Section 2. Availability of PHI for Amendment.

(a) When an Individual requests amendment to PHI contained in a Designated Record Set, and such request is made directly to the Plan or Plan Sponsor, within five (5) business days of such receipt, the Plan shall forward such request to Cigna for handling, except that the Plan shall retain and handle all such requests to the extent that they pertain to Individually Identifiable Health Information (such as enrollment information) originated by the Plan, Plan Sponsor, or the Plan's other business associates. Cigna shall respond to such forwarded requests as well as to any such requests that it receives directly from Individuals as required by 45 C.F.R. §164.526, except that Cigna shall forward to the Plan for handling any requests for amendment of PHI originated by the Plan, Plan Sponsor, or the the Plan's other business associates.

(b) With respect to those requests handled by Cigna under subparagraph (a) above, the Plan delegates to Cigna the duty to determine, on behalf of the Plan, whether to deny a request for amendment of PHI and the duty to provide any required notices and review as well as, in the case of its determination to grant such a request, the duty to make any amendments in accordance with the terms of the Privacy Rule. In all other instances, the Plan retains all responsibility for handling such requests, including any denials, in accordance with the HIPAA Privacy Rule.

(c) Whenever Cigna is notified by the Plan that the Plan has agreed to make an amendment pursuant to a request that it handles under subparagraph (a) above, Cigna shall incorporate any such amendments in accordance with 45 C.F.R. §164.526.

Section 3. Accounting of Disclosures. When an Individual requests an accounting of disclosures of PHI held by Cigna directly to the Plan or Plan Sponsor, the Plan shall within five (5) business days of such receipt forward the request to Cigna to handle. Cigna shall handle such requests, and any such requests for an accounting of disclosures received directly from Individuals, in the time and manner as required in 45 C.F.R. §164.528.

Section 4. Requests for Confidential Communications or to Restrict Disclosure of PHI. Cigna shall handle Individuals' requests made to it for privacy protection for PHI in Cigna's possession pursuant to the requirements of 45 C.F.R. §164.522. The Plan shall forward to Cigna to handle any such requests the Plan receives from Individuals that affect PHI held by Cigna.

Section 5. General Provisions Regarding Requests. Cigna may require that requests pursuant to Sections 1 through 4 above be made in writing and may create forms for use by Individuals in making such requests. When responding to an Individual's request as provided above, Cigna may inform the Individual

that there may be other "protected health information" created or maintained by the Plan and/or the Plan's other business associates and not included in the Cigna's response. Cigna shall not be responsible for performing any duties described in this Addendum with respect to any such other "protected health information." In carrying out its duties set forth herein, Cigna may establish such additional procedures and processes for requests from Individuals as permitted by the Privacy Rule.

Section 6. Disclosure of PHI to the Plan Sponsor. To the extent that the fulfillment of Cigna's obligations under the Agreement requires Cigna to disclose or provide access to PHI to Plan Sponsor or any person under the control of Plan Sponsor (including third parties), Cigna shall make such disclosure of or provide such access to PHI only as follows:

(i) Cigna shall disclose Summary Health Information to any employee or other person under the control of Plan Sponsor (including third parties) upon the Plan Sponsor's written request for the purpose of obtaining premium bids for the provision of health insurance or HMO coverage for the Plan or modifying, amending or terminating the Plan; and

(ii) If the Plan elects to provide PHI to the Plan Sponsor, Cigna shall disclose or make available PHI, other than Summary Health Information, at the written direction of the Plan to only those employees or other persons identified in the Plan documents and under the control of Plan Sponsor solely for the purpose of carrying out the Plan administration functions that Plan Sponsor performs for the Plan. Such employees or other persons (including third parties) will be identified by the Plan in writing (by name, title, or other appropriate designation) to Cigna as a condition of disclosure of PHI pursuant to this Section 6(ii). The Plan may modify such list from time to time by written notice to Cigna.

Section 7. Disclosures of PHI to Third Parties. Upon Plan's written request, Cigna will provide PHI to certain designated third parties who assist in administering the Plan and who are authorized by the Plan to receive such information solely for the purpose of assisting in carrying out Plan administration functions ("Designated Third Parties"). Such parties may include, but are not limited to, third-party administrators, consultants, brokers, auditors, successor administrators or insurers, and stop-loss carriers. As a condition to providing PHI to a Designated Third Party, Cigna may require that the Plan have a business associate agreement (within the meaning of the Privacy Rule) with such Designated Third Party.

Customer Agreement
Cigna PBM Services

Services provided by Cigna, through Cigna Pharmacy Management, are the following. Any service not listed below, including, but not limited to, coordination of benefits, shall not be a service under this Agreement.

Eligibility and Benefit Set-up

- Administration of Eligibility Files via TPA
- Eligibility maintenance via TPA
- Hard copy eligibility submission by TPA
- Benefit design set-up for each Plan

Claim Adjudication

- Administration of standard plan designs that include tiered copayment, coinsurance, maximum limits, out-of-pocket limits, deductibles
- In-network claims adjudication via on-line claims adjudication system
- Twelve months on-line claims history retention (for use in claims processing)
- Processing associated with home delivery pharmacy program prescriptions
- Paper claims processing
- Prescription Drug Claims are adjudicated typically on-line at time of service without access to information on other coverage, and therefore coordination of benefits for Prescription Drug Claims does not occur and such claims will be paid regardless of coverage under another plan.

Pharmacy Network

Retail

- Access to 30-day and 90-day Participating Pharmacy networks
- Establish, maintain, credential, and contract an adequate panel of Participating Pharmacies
- Development and distribution of communication materials to Participating Pharmacies regarding the program
- Toll-free access to pharmacists to obtain drug utilization review assistance
- Toll-free telephone access for location of Participating Pharmacies in zip code area
- Pharmacy Audits

Mail Service Pharmacy– Cigna Home Delivery only

- Processing of new prescriptions received via physician fax or mail
- Members shall pay their applicable Copayments and/or Deductibles to Mail Service Pharmacy prior to the dispensing of a prescription
- Refill orders received by phone, mail or Internet
- Handling and standard postage expense of home delivery prescriptions
- Communication/educational materials included in medication packages

Specialty Drugs and Specialty Pharmacy Networks

- Utilization of Cigna's Specialty Drug program, including the Specialty Pharmacy Network and Specialty Drug list.
- Specialty Program covers the Member's initial fill of a prescription for a Specialty Drug at a retail Participating Pharmacy. Members must fill all subsequent Specialty Drug prescriptions at Specialty Pharmacy Network.

Copayments

Participating Pharmacies shall charge and collect from Members the applicable Copayment and/or Deductible for each Covered Drug dispensed; provided that a Member's Copayment for a Covered Drug shall be the lowest of the applicable Copayment set forth on the applicable Drug Benefit Summary, the U&C or the discounted drug cost.

Clinical Programs

- Maintenance of Preferred Drug List(s) that identifies preferred and non-preferred products.
- Cigna Clinical Prior Authorization and Managed Drug List.
- Integrated Concurrent Drug Utilization Review (DUR)
- Retrospective DUR - a program summarizing physician prescribing patterns
- Other clinical programs at Cigna's discretion.

Reporting

- On-line reporting tool (includes security access and training)*
- Electronic claims detail extract file (NCPDP format) available upon request based on agreed schedule
- Adhoc reports*

- Standard Hard Copy Reports*

* Additional fees apply.

Member Communication Materials

- Cigna Pharmacy Management Welcome Package for new members
- Direct reimbursement claim form
- Replacement of any Member Communication Materials or PDL materials upon member's request
- Cigna/Member website capabilities from Mycignaforhealth.com

- Cigna shall provide the first Welcome Package at no charge to the Customer. Reissuance or replacement of any Welcome Packages, individual Member Communication Materials or PDL materials requested by TPA or Customer shall be provided at an additional charge.

Customer Service (if Cigna is providing service)

- Toll-free telephone access to Customer Service for the program for use by Members, Customers and physicians
- Administrative Prior Authorization for ample days supply, vacation supply, physician network, maximum cost exceeded.

Account Management– Provided through TPA.

Customer Agreement
Cigna Financial Disclosure

The following sets forth the ways that Cigna derives revenue from Cigna Pharmacy Management and/or manufacturers and from its Customers under this Agreement.

1. Pharmacy Network Rates

Cigna may realize a differential between the retail and Mail Service Pharmacy network contracted rates and the contracted rates extended to Customers. This can include differential pricing on ingredient cost discounts, pharmacy dispensing fees or per claim administration fees. In addition, the payment terms under Customer Agreements may result in Cigna receiving payments from Customers before Cigna is required to pay the Participating Pharmacies. In such cases Cigna retains the benefit of the use of these funds until Cigna pays the Participating Pharmacies.

Cigna Home Delivery Pharmacy retains the difference between its acquisition cost and the contracted rate for the drugs (including Specialty Drugs) extended to Customers.

2. Manufacturer Rebates and Associated Administrative Fees.

Cigna contracts with pharmaceutical manufacturers for retrospective discounts, or Rebates, on the utilization of certain branded prescription products by applicable Members. Often, a portion of these Rebates is paid to Customers, through TPA, in connection with the Customer's pharmaceutical benefit management services in the form of a minimum Rebate Guarantee. Cigna typically receives Rebates from pharmaceutical manufacturers before such payments are owed to Customers, and Cigna retains the benefit of funds held until payment is made to a Customer. In addition, Cigna may receive administration fees paid by pharmaceutical manufacturers.

Rebates do not include, and therefore Cigna shall not remit, any payments Cigna or its affiliates may receive as reimbursement for education, research, data, prescription compliance or Formulary compliance, outcome improvement or therapeutic interchange programs.