

NORTH CAROLINA STATE HEALTH PLAN NETWORK
PROVIDER PARTICIPATION AMENDMENT
TO NETWORK PROVIDER AGREEMENT

This Amendment (the “Amendment”) is made between Aetna Health Inc., a Pennsylvania corporation, Aetna Life Insurance Company, a Connecticut corporation, and Aetna Health Management, LLC, a Delaware limited liability company, on behalf of itself and its Affiliates (hereinafter referred to as “Company”) and the provider of health services who has electronically executed this Amendment (hereinafter referred to as “Provider”), and this Amendment becomes effective on the 30th day after it is mutually signed (the “Effective Date”). Company and Provider are individually referred to as “Party,” or collectively referred to as “Parties.”

WHEREAS, the North Carolina State Health Plan for Teachers and State Employees (“State Health Plan”) is a self-funded non-federal government health plan that operates for the benefit of eligible employees, eligible retired employees, and other eligible subscribers along with their eligible dependents (“State Health Plan Member(s)”); and

WHEREAS, the State Health Plan seeks to facilitate the delivery of quality health care services through transparent pricing thereby driving affordability to State Health Plan Members; and

WHEREAS, Company contracts directly with the State Health Plan to provide, arrange for, or administer the provision of Covered Services to State Health Plan Members; and

WHEREAS, Company contracts directly or indirectly with certain health care providers, intermediaries and provider organizations to provide, arrange for, or administer the delivery of such Covered Services to State Health Plan Members; and

WHEREAS, Company and Provider entered into a base Provider Agreement whereby Provider provides certain services to applicable Members, and Company pays or instructs Payors to pay for certain services to members (“Agreement”), and this is an Amendment to said Agreement; and

WHEREAS, Provider provides certain specified Covered Services and wishes to make those Covered Services available to State Health Plan Members; and

WHEREAS, Provider agrees to participate in the North Carolina State Health Plan Network under the terms described in this Amendment and the Agreement; and

WHEREAS, the State Health Plan Network is one of Company’s Commercial Health Products; and

WHEREAS, this Amendment is specific and distinct to the State Health Plan; and

WHEREAS, each party desires to enter into this Amendment to govern the reimbursement terms of their relationship solely with respect to State Health Plan Members.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties agree to be legally bound as follows:

1. COMPENSATION.

North Carolina State Health Plan Service and Rate Schedule in Exhibit A of this Amendment is hereby added to the Agreement and is applicable only for Covered Services of State Health Plan Members.

2. HIE COMPLIANCE.

Provider agrees to fully comply with the Statewide Health Information Exchange Act set forth in Article 29B of Chapter 90 of the North Carolina General Statutes. In the event that Company rejects, returns, or otherwise declines to pay or process any claim submitted under this Amendment as a result of non-compliance with the Statewide Health Information Exchange Act, Provider agrees that you will not seek payment from the State Health Plan Member.

3. CHANGES IN RATE SCHEDULES.

Company shall give written notice to Provider pursuant to N.C.G.S. §§ 58-50-270 through 58-50-285 or successor thereto of a proposed change to the terms of this Amendment, including terms incorporated by reference, that modifies the Service and Rate Schedule and that is not a change required by federal or State law, rule, regulation, administrative hearing, or court order (“Proposed Change to a Service and Rate Schedule”). The Proposed Change to a Service and Rate Schedule shall be dated, labeled "Amendment," signed by Company, and include an effective date for the Proposed Change to a Service and Rate Schedule. The effective date shall be at least sixty (60) days from the date of receipt of the Proposed Change to a Service and Rate Schedule, or greater if otherwise required by this Amendment.

Company shall give Provider at least sixty (60) days from the date of receipt of the Proposed Change to a Service and Rate Schedule to object to the proposed change. If Provider does not object to Company by written notice within sixty (60) days from the date of the receipt of the Proposed Change to a Service and Rate Schedule, the Proposed Change to a Service and Rate Schedule shall be effective upon the effective date specified in the Proposed Change to a Service and Rate Schedule unless Company gives written notice to Provider that Company will not implement the Proposed Change to a Service and Rate Schedule to Provider. If Provider objects to the Proposed Change to a Service and Rate Schedule, then the Proposed Change to a Service and Rate Schedule is not effective and, notwithstanding any other provisions of this Amendment, Company shall be entitled to terminate this Amendment upon sixty (60) days written notice to Provider.

The Parties may negotiate contract terms that provide for mutual consent to a Proposed Change to a Service and Rate Schedule.

4. AMENDMENT PARTICIPATION IS APPLICABLE TO NORTH CAROLINA STATE HEALTH PLAN MEMBERS ONLY.

Provider agrees to participate in this Amendment applicable to State Health Plan Members pursuant to the health benefits and services approved by the State Health Plan Board of Trustees in accordance with N.C.G.S. 135-48.22(1) and provided as set forth in an applicable evidence of coverage, that is issued to a State Health Plan Member that describes the terms, conditions, limitations, exclusions, benefits, rights and obligations relating to the State Health Plan

Member's health benefits and services, including services made available through our participation in the program coordinated by Company.

Provider agrees to participate in the North Carolina Clear Pricing Project ("CPP"), as a Clear Pricing Project Provider. Additional information is available at: <https://www.shpnc.org/nc-state-health-plan-network>, and is incorporated herein by reference.

Bundle Payment Programs

Any claims or services that are part of a bundle payment program are specifically excluded from this Amendment. Bundle payments will not be reimbursed under this Amendment.

5. NON-COVERED SERVICES AND MEMBER BILLING.

Provider agrees not to bill, charge, or seek compensation, remuneration, or reimbursement from any State Health Plan Member, us, or any third party for health care services and/or supplies provided to State Health Plan Members which are determined by Company not to be Covered Services, or are not payable due to Provider's failure to follow our applicable Policies.

Notwithstanding the forgoing, Provider may seek compensation from the State Health Plan Member for non-Covered Services only if Provider obtains the written authorization of the State Health Plan Member prior to rendering the services. Such authorization must reference the specific services and/or supplies to be provided, contain the State Health Plan Member's signed acknowledgment that such services and/or supplies are not covered services under the terms of the Member's health plan, and indicate the State Health Plan Member's agreement to pay for such services. Provider further agrees to provide Company with a copy of any and all such written authorizations upon request. Notwithstanding this Section, Provider may not seek compensation for services that are not payable due to Provider's failure to follow our applicable Policies or for services for which you have been reimbursed pursuant to this Amendment. Provider further agrees that such authorization shall be given regarding a particular service at issue in the specific treatment of a State Health Plan Member, and not as a matter of general or standard procedures in all cases.

Provider agrees to accept and abide by retroactive adjustments made by Company to our State Health Plan Member eligibility records and associated adjustments to Provider's reimbursement. Further, Provider agrees to reimburse any payments made by us for any services provided to ineligible Members within forty-five (45) days of receiving the retroactive adjustment.

6. TRANSPARENCY.

Provider acknowledges and agrees that this Amendment, including any associated Service and Rate schedules, are not confidential, proprietary, or otherwise subject to the North Carolina Trade Secret Protection Act, Article 24 of Chapter 66 of the North Carolina General Statutes. This Amendment shall be a public record under the North Carolina Public Records Act, Chapter 132 of the North Carolina General Statutes.

Notwithstanding the forgoing and with the exception of this Amendment, Provider agrees that any other Company's confidential, proprietary or trade secret information, including

information regarding other plans, products and agreements, shall remain confidential, and subject to any other confidentiality provisions agreed upon between the Parties.

This provision shall survive termination of this Amendment.

7. ACTIVE NETWORK PROVIDER AGREEMENT REQUIRED.

The Parties agree that in order for this Amendment to be valid, the Parties must have an active network provider Agreement at the time of execution of this Amendment. This Amendment will be invalid and void, if the Parties do not have an active network provider Agreement at the time of execution of this Amendment.

8. TERMS OF AGREEMENT.

All other terms and provisions of the Agreement not amended hereby shall remain in full force and effect. In the event of any inconsistency between the terms of this Amendment and the Agreement, the terms of this Amendment shall govern and control.

9. TERM AND TERMINATION.

Effective Date and Term. This Amendment will become binding when electronically agreed to by Provider and will, along with the applicable Reimbursement Exhibit(s), have an initial term ending December 31 of the year of the Effective Date, subject to the termination rights contained herein. Thereafter, this Amendment will automatically renew for successive one-year renewal terms unless amended or terminated as hereinafter provided. For the sake of clarity and to avoid confusion, this Amendment will govern the reimbursement of services to State Health Plan Members beginning on the Effective Date.

Termination Without Requirement of Cause. This Amendment may be terminated by Company without requirement of cause upon no fewer than ninety (90) days' prior written notice to you. After an initial term of one (1) year from the effective date, this Amendment may be terminated by Provider, without requirement of cause, upon no fewer than one hundred and eighty (180) days' prior written notice to Company.

Effect of Termination of this Amendment. Provider understands and agrees that termination of this Amendment for any reason will cause Provider to no longer be a Clear Pricing Project Provider for State Health Plan Members, at the rates and terms contained herein. Additionally, upon termination, Provider cannot rejoin any other Company Commercial network for State Health Plan Members without review and approval by the State of North Carolina and by Company. For avoidance of doubt, if this Amendment is terminated, Provider will no longer be considered an in network participating provider for any State Health Plan Members under any agreement with Company. Provider may still however participate in other Commercial products and plans with Company, as such agreements will not be terminated with the termination of this Amendment alone.

10. ELECTRONIC COMMUNICATION AND EXECUTION.

The Parties agree to execute this Amendment through electronic signatures. The Parties further agree that they may use an electronic medium for communication regarding this Amendment.

This Amendment, if electronically signed by Company, and if electronically agreed to by Provider through an electronic signature (by way of a checking a box in affirmation of Provider's intent to sign), will carry full legal enforcement authority among the Parties.

IN WITNESS WHEREOF, the Parties have executed this Amendment by their duly authorized officers, intending to be legally bound to this Amendment, as such intent is evidenced by Company through its electronic signature of this Amendment, and by Provider through its electronic signature (by way of checking a box / making a symbol in affirmation of Provider's intent to sign this Amendment), both of which are intended to have the same full force and effect of each Party's manual signature. A traditional ink signature is not required by either Party for this Amendment to be legally binding upon the Parties.

Accepted by:

COMPANY

By: /s/ Jason Keibler

Printed Name: Jason Keibler

Title: Executive Director/Network Head, Network Management

Date: (date)

PROVIDER

Provider Name: (name)

*Electronically signed on (date), by (name), on behalf of (Provider name)

Unique Contract ID: (auto populated)

EXHIBIT A

North Carolina State Health Plan Network
Clear Pricing Project Service and Rate Schedule
Applicable to State Health Plan Members Only

[Link to North Carolina State Health Plan Network Clear Pricing Project Service and Rate Schedule]