

SCHEDULE C
EXHIBIT 1 – NETWORK SERVICE AGREEMENT

This Network Service Agreement ("NSA") is between Cigna Health and Life Insurance Company ("Cigna") and the undersigned employer sponsoring the Plan ("Plan Sponsor").

WHEREAS, Cigna directly and through affiliates has established a national panel of physicians, hospitals and other health care practitioners and entities ("Participating Providers") to provide or arrange for the provision of certain health care services and supplies ("Covered Services") at rates of reimbursement specified in agreements with the Participating Providers (the "Provider Agreements"); and

WHEREAS, Plan Sponsor has established a self-insured health care benefit plan ("Plan") that provides for the reimbursement of Covered Services in accordance with the terms and conditions of the Plan; and

WHEREAS, Cigna and National General Management Corp., on behalf of itself and The Association Benefits Solution, LLC (collectively, "Company") have entered into an administrative services agreement ("ASA") for the shared administration of Participating Provider; and

WHEREAS, through a program marketed by National General Benefits Solutions, Company provides a healthcare solution under which Company markets, provides risk management, and arranges for the administration of health care benefit plans ("Program"); and

WHEREAS, under the ASA, Company will offer the Program to the Plan; and

WHEREAS, Plan Sponsor desires to make the Participating Providers available to those of its employees and their dependents who are covered under the Plan ("Members") for the provision of Covered Services.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and covenants contained herein, Cigna and Plan Sponsor hereby agree as follows:

I. CIGNA DUTIES

Cigna shall make the Participating Providers available for the provision of Covered Services to Members at the reimbursement rates determined by Cigna in accordance with its applicable Participating Provider Agreements for Cigna's Medical Network ("Participating Provider Rates"). Cigna shall be responsible for the credentialing and re-credentialing, if any, of Participating Providers in accordance with its credentialing standards. Cigna reserves the right to remove any Participating Provider from its panel of Participating Providers. Cigna or its designee shall make available to Members its list of Participating Providers. Participating Providers will be required by Cigna to accept as payment in full for all Covered Services rendered to Members the charges reflected in the applicable Provider Agreements with respect to network products. Cigna's standard Provider Agreements shall require that Participating Providers look solely to Plan Sponsor for reimbursement of charges for Covered Services provided to Members except for (i) coinsurance, co-payments and deductibles identified in the Plan which are the responsibility of Members; and (ii) any payment obligations associated with Network Performance Fees that have been paid by Plan Sponsor which are the responsibility of Cigna.

II. PLAN SPONSOR'S DUTIES

Plan Sponsor shall fund all Covered Services and shall ensure that Company processes and pays Participating Providers for all such Covered Services in accordance with the terms of the Participating Provider Agreements with the exception of any amounts paid or payable by Cigna on Plan Sponsor's behalf in association with a Network Performance Fee. In the event of a conflict between this NSA and any Participating Provider Agreement, the Participating Provider Agreement shall prevail. Plan Sponsor shall ensure, through its agreement with Company that Participating Providers are reimbursed for Covered Services in accordance with the terms of the applicable Participating Provider Agreement less deductibles, copayments, coinsurance and any reductions in benefits due to a Member's non-compliance

with the terms of the Plan. 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. Notwithstanding the foregoing, the Participating Provider Rates shall not apply to Covered Services provided to Members by Participating Providers unless the Plan provides an incentive (through benefit differentials or otherwise) for Members to use Participating Providers rather than other health care providers and the ID cards provided to Members conspicuously identify Cigna. Plan Sponsor may seek reimbursement from Participating Providers for claim payments made with respect to individuals whose eligibility as a Member ceased prior to the provision of the services/supplies for which the payment was made within sixty (60) days following the date the Participating Provider submitted the claim to Cigna for payment. Plan Sponsor shall, through its agreement with Company, provide for the payment of all fees due to Cigna under the ASA in accordance with the terms of the ASA. Plan Sponsor shall, directly or through its agreement with Company, provide Cigna with information, including paid claim data, reasonably requested by Cigna in association with the ASA or this NSA. Plan Sponsor acknowledges that access to health services under this NSA creates an obligation between Plan Sponsor and the Participating Provider and between Plan Sponsor and Cigna, and if Plan Sponsor fails to perform its obligations, the Participating Provider and/or Cigna, as applicable, will have a direct cause of action against Plan Sponsor.

III. EFFECTIVE DATE & TERMINATION

This NSA shall, be effective the earlier of:

- (i) the date this NSA is signed by Plan Sponsor, or
- (ii) the date the Plan and/or its Members first access Cigna's Medical Network.

In no event shall this NSA take effect unless there is then in effect an agreement between Plan Sponsor and Company for administration of the Plan by Company.

This NSA shall automatically terminate upon:

- (i) termination of the Plan,
- (ii) termination of Plan Sponsor's agreement with Company for the administration of the Plan,
- (iii) termination of the ASA, or
- (iv) termination of Plan Sponsor's access to Cigna's Medical Network.

If this NSA is terminated, Cigna will, in accordance with the ASA, provide twelve (12) months of run-out services on claims incurred prior to the termination effective date.

IV. RESPONSIBILITY FOR COVERED SERVICES

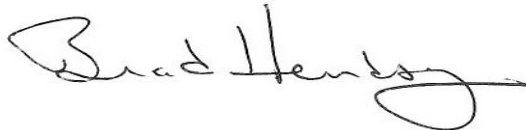
Plan Sponsor acknowledges and agrees that, with the exception of any obligations to be paid by Cigna in association with Network Performance Fees that have been paid by Plan Sponsor, Cigna and its affiliates shall not, under any circumstances, be financially responsible to Plan Sponsor, the Plan, a Member, a Participating Provider or any other party for the payment of any Covered Services under the Plan. It is understood and agreed that, with the exception of any obligations to be paid by Cigna in association with Network Performance Fees that have been paid by Plan Sponsor, the payment of all Covered Services is the responsibility of Plan Sponsor. This provision shall survive the termination of this NSA.

V. GENERAL

Any use of the name, logo, trademark, or service mark of Cigna or any Cigna Affiliate by Plan Sponsor without Cigna's prior written approval is prohibited. Any controversies or claims between Cigna and Plan Sponsor arising out of or in any way directly or indirectly connected with this NSA shall be resolved by binding arbitration. Such arbitration shall be administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules ("AAA Rules"). The arbitral proceeding will be held in Bloomfield, Connecticut and shall be before a single arbitrator jointly agreed to by the parties. If the parties are unable to agree upon an arbitrator, the arbitrator shall be chosen in accordance with the AAA

Rules. Discovery shall be limited to mutual exchange of documents relevant to the dispute, controversy or claim; depositions shall not be permitted unless agreed to by both Parties. Each party will assume its own costs related to the arbitration, which includes any costs, fees (including attorneys' fees), and expenses of any kind. The arbitration shall be subject to the laws of the State of Delaware, without regard to its conflict of law provisions. The arbitrator may grant any remedy or relief deemed just and equitable with the exception of punitive or exemplary damages. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Arbitration is the exclusive remedy for the resolution of disputes under this NSA. The decision of the arbitrator will be final, conclusive and binding, and no action at law or in equity may be instituted by either party other than to enforce the award of the arbitrator. The existence and results of any arbitration will be treated as confidential by both parties. The relationship of the parties under this NSA is that of independent contractors. This NSA 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 NSA as a third party beneficiary or otherwise, including, but not limited to, Members and Participating Providers. This NSA 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 NSA. Neither party may assign or transfer any duty or interest in this NSA 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 NSA to an Affiliate without the consent of Plan Sponsor. This NSA may be amended upon the mutual written consent of the parties, except Cigna shall have the right to unilaterally amend this NSA as follows: (1) upon ninety (90) days written notice to Plan Sponsor to administer any changes in law, provided, Plan Sponsor has the right to terminate this NSA within the ninety (90) day period; (2) upon one hundred and eighty (180) days prior written notice to Plan Sponsor, provided, Plan Sponsor has the right to terminate this NSA within the one hundred and eighty (180) day period; or (3) to the extent amendment is required by law.

CIGNA HEALTH AND LIFE INSURANCE COMPANY



Brad Hendsey
Vice President, Payer Solutions

PLAN SPONSOR

Sign below and return to Cigna care of:

Company's name and address for collection of this NSA:

Plan Sponsor Name: _____

By: Signature: _____

Printed Name: _____

Title: _____

Dated: _____