

General Use Note: This Amendment is issued only to Customers who choose to enroll in the Teladoc, Inc. Program.

AMENDMENT NO. _____
Enrollment in Teladoc Program

THIS AMENDMENT between _____ and Aetna Life Insurance Company (“Aetna”) is an Amendment to Services Agreement Number [MSA] - _____ (the “Services Agreement”) between Aetna and Customer.

Customer hereby enrolls in the Teladoc, Inc. (“Teladoc”) program in accordance with the terms and conditions stated in this Amendment, which are hereby incorporated as part of the Services Agreement.

I. Teladoc

A. Summary

In order to provide Customer’s Plan Participants with access to certain medical services without the necessity of a physical visit to the doctor, Aetna has contracted with Teladoc, a vendor that provides (a) access to physicians who are under contract with Teladoc, who provide Cross Coverage Consultations or Physician Consults where allowed by state regulation via telephone or web based video, and (b) support for the operation and administration of that network. The physicians are selected and engaged by Teladoc to provide patient and physician interaction, whereby the Physician diagnoses the patient’s ailment, recommends therapy, and if necessary and appropriate, can write a prescription for a non-Drug Enforcement Agency controlled drug. Aetna will be making the program available through Teladoc, which is a subcontractor of Aetna for the purpose of forming the physician network. However, the physicians made available through the program are independent contractors and are neither agents nor employees of Customer, Teladoc or Aetna. Each physician represents that the physician is licensed to practice medicine, technologically proficient, trained in Cross Coverage Consultations or Physician Consults and covered by medical malpractice insurance having limits equal to or greater than the minimum required limits in the state where such physician practices.

Cross Coverage Consultations or Physician Consults are covered and paid using The American Medical Association established unique procedure codes (99441, 99442, 99443& 99444) to identify eConsults.

B. Claim Submission/Payment Process

Members’ Cross Coverage Consultations or Physician Consults will be covered under the terms of the Customer’s Plan. Any required copays, deductibles or coinsurance will be applied in the same manner as they are applied for office visits. This includes plans that have health funds when the fund limit is exhausted. Members have no financial responsibility for services described in this Agreement, other than Cross Coverage Consultations or Physician Consults.

II. Terms and Conditions

- A. As compensation for the services arranged by Aetna, Customer shall pay a Transaction Fee to Aetna as shown below. The Transaction Fee is in addition to the other Service Fee obligations of the Customer.

Transaction Fee

| Teladoc Services | Included | Transaction Fee |
|--|--|--|
| Cross Coverage Consultation or Physician Consults | Access to Teladoc network of physicians 24/7/365 | \$_____ Per Employee Per Month (PEPM) Network Access Fee. |
| <input type="checkbox"/> Custom Teladoc Benefit (For plan sponsors who wish to choose a <u>custom copay</u> amount for Teladoc consults) | <input type="checkbox"/> Non-Standard Teladoc Benefit (For plan sponsors who want to <u>exclude</u> a part of their employee population OR who do <u>not</u> want claim wire billing) | <input type="checkbox"/> Split Teladoc Benefit (For plan sponsors who want <u>both</u> a Standard setup (for deductible-based plans) AND a Custom setup (for copay-based plans) in the <u>same implementation</u>) |

B. Teladoc Transaction Fees shall be billed to Customer by Aetna and paid via transfer method as mutually agreed upon between Aetna and Customer.

C. Members covered by this Amendment include:

D. This Amendment can be terminated by either party without cause by providing at least thirty (30) days advance written notice of such termination to the other party.

E. Member Information Regarding Teladoc

For most products/plans, Customer will inform Plan Participants of the availability of the Teladoc program. Plan Participants are required to register and complete a Medical History Disclosure (MHD) form via Teladoc's website or toll-free phone number to participate in the program.

Customer hereby authorizes and consents to: (i) the use and analysis by Aetna, Teladoc and any of its subcontractors with respect to Customer's eligibility and claims data containing Member demographic information, which use shall be subject to applicable law, including, without limitation, HIPAA; and (ii) the communication by Aetna, Teladoc and any of its subcontractors directly to the Members for the purpose of educating the members about the Teladoc Program.

F. Definitions

Capitalized terms used in this Amendment shall have the meanings set forth in the Services Agreement, unless otherwise set forth herein.

"Transaction Fee" means the amount(s) to be paid by Customer to Aetna for access to Teladoc program for Cross Coverage Consultations or Physician Consults. The Transaction Fee excludes the cost of the services provided by the physician.

"Cross Coverage Consultation or Physician Consults" means the services rendered by a physician through the Teladoc program consistent with The American Medical Association established unique procedure codes (99441, 99442 & 99443).

"Per Employee Per Month (PEPM)" means cost per month for each active employee enrolled in the plan as reported by the Aetna Eligibility System for each Self Insured Plan Sponsor.

G. Customer Acknowledgements

Except as provided herein, this Amendment is subject to all of the provisions of the agreement between Aetna and Customer governing Aetna's third party administration of Customer's self-funded health benefits plan. Customer agrees that: (i) Aetna does not render medical services or treatments to Plan Participants; (ii) all of Aetna's actions in providing the services are ministerial in nature; (iii) neither Customer nor Aetna is responsible for the health care that is delivered by contracting health care providers; (iv) health care providers are solely responsible for the health care they deliver to Plan Participants; (v) health care providers are not the agents or employees of Customer or Aetna; and (vi) the indemnification obligations between the parties under any third party administrative agreements between them, including MSA _____, do not apply to any portion of any loss, liability, damage, expense, settlement, cost or obligation caused by the acts or omissions of health care providers with respect to Plan Participants.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized representatives to take effect on _____.

("CUSTOMER")

AETNA LIFE INSURANCE COMPANY

By:

Name: _____

Title: _____

Date: _____

Address: _____

City: _____

State: _____ **Zip:** _____

By:



C. Carleton King
Head of National Networks & Contracting Services

Date: _____