

EMPLOYER PARTICIPATION AGREEMENT

The undersigned ("Employer") has (i) applied for coverage under the health benefit plan ("Plan") by New England Benefit Companies (Intermediary"), through the Insurance Policy(is) ("Policy") issued to Intermediary by United-Healthcare of New England, Inc. ("UHCNE") and (ii) on behalf of itself and all persons receiving coverage through the Employer ("Member"), acknowledges and agrees:

1. Employer and Member will follow all terms and conditions of the Policy, the Certificate(s) of Coverage ("COC"), and of this Employer Participation Agreement. Employer must comply with certain eligibility, participation and contribution requirements which have been disclosed to Employer by Intermediary and must fill out an application for coverage under the Policy issued to Intermediary and remit the completed application and initial premium to Intermediary. Participation in the Plan shall not become effective unless and until this Employer Participation Agreement is signed by Employer, Intermediary has remitted all premiums to UHCNE, and Members have been notified in writing of acceptance and coverage under the Policy and COC. Intermediary has sole responsibility for administering the Plan. UHCNE has sole discretion and responsibility to interpret the Policy and the COC. The terms and conditions of any Coverage offered under the Plan may be changed by agreement of Intermediary and UHCNE. Employer shall receive written notification of any such changes. Intermediary may change carriers in its sole discretion. Employer shall receive written notification of any such change.
2. Employer shall pay to Intermediary in advance, at such times as may be required under the terms of the applicable Policy, premium amounts as determined from time to time by UHCNE in addition to any fees that may be charged by Intermediary. Intermediary shall, on behalf of the Employer and Members, immediately and directly pay to UHCNE all premiums collected and due UHCNE. In collecting and remitting premiums to UHCNE and in administering the Plan, Intermediary is acting on behalf of Employer and Member and is not acting as the agent of UHCNE. If for any reason, Intermediary does not remit premiums to UHCNE when due (regardless of whether Intermediary may have collected such premiums from Employer or Member), UHCNE may terminate the health care coverage of the Employer and of any Member. In such an event, the Employer and Member agree that their only recourse shall be to look to Intermediary for any monies paid to Intermediary or to seek coverage from UHCNE on an independent basis after payment to the UHCNE of additional premium. Health care coverage of the Employer and Member also may be terminated upon the earlier of the date the Policy terminates or the date the Employer leaves Intermediary. Additional terms and conditions upon which coverage terminates are set forth in the Policy and COC.
3. The Employer is solely responsible for any local, state and federal tax, Department of Labor or other regulatory forms or requirements that may be applicable to Employer. This Employer Participation Agreement may be amended only in a written amendment signed by the Employer, Intermediary, and UHCNE, and no person has any authority to make any oral amendments or changes.
4. Any dispute between Intermediary and the Employer or between UHCNE and the Employer shall be resolved by binding arbitration pursuant to the commercial rules of the American Arbitration Association. The arbitrators shall have no authority to award any extra-contractual, punitive or exemplary damages, and may construe but cannot vary or ignore the terms of the Plan, the Policy, the COC, or the Employer Participation Agreement, and shall be bound by controlling law. The award decision shall be accompanied by findings of fact and conclusions of law.
5. The Employer hereby agrees to indemnify and hold harmless Intermediary against and from all losses, claims, damages and liabilities, including reasonable attorneys' fees, arising from or in connection with any failure by the Employer to perform any of its obligations under this Employer Participation Agreement, the failure by the Employer to pay any premium or other required fees paid to the Intermediary or the inaccuracy of any information supplied to the Intermediary by the Employer or the Member.

I HAVE READ THIS PARTICIPATION AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS. I UNDERSTAND THAT ANY HEALTH CARE COVERAGE UNDER ANY POLICY ISSUED TO INTERMEDIARY, OR COC ISSUED TO MEMBERS IS SUBJECT TO UHCNE'S REVIEW AND APPROVAL OF THIS EMPLOYER PARTICIPATION AGREEMENT. I UNDERSTAND THAT THIS AGREEMENT CONTAINS A BINDING ARBITRATION CLAUSE.

(Name of Employer or Company)

By: _____

Print Name: _____

Its: _____

Dated: _____