

# Bank of America Health Savings Account Broker/Group Checklist

To use with all small employer group and standard mid-sized customer applications that require HSA setup to be submitted by paper.

## When to use this Checklist

This application and checklist should be used with employer groups when the broker cannot complete HSA setup through ROAM. New customers and any customers newly selecting a qualified high-deductible health plan can generally have accounts opened automatically through ROAM. Please follow the steps below to ensure timely setup.



## BEFORE PLAN EFFECTIVE DATE

### Application

Submit it (along with other paper work if appropriate) to Independence using one of the following methods:

- o 1 – 50  
Email: [change paperwork@ibx.com](mailto:change paperwork@ibx.com)  
Fax: 215-238-7905
- o 51 – 99  
Email: Your Independence account representative
- o Please return section V & section VI with signature to your broker or rep and retain a copy for your records.

### Spending Account Employer Portal Access

Determine if the group needs spending account employer portal access to make contributions. If yes:

- o Please ensure the Internet Portal User Access Request form has been submitted to grant Spending Account access to the designated user. If not, please submit to update access.  
[http://www.ibx.com/pdfs/custom/forms\\_online/health\\_accounts/implementing/hsa\\_portal\\_user\\_form.pdf](http://www.ibx.com/pdfs/custom/forms_online/health_accounts/implementing/hsa_portal_user_form.pdf)

### Contributions

Determine if the group is making contributions. If yes:

- o Review the Health Savings (HSA) Quick Start Guide for Small Group:  
[www.ibx.com/pdfs/employers/employer\\_resources/hsa\\_quick\\_start\\_guide.pdf](http://www.ibx.com/pdfs/employers/employer_resources/hsa_quick_start_guide.pdf)
- o This guide provides all information necessary to easily make contributions and run reports on the employer portal.
- o Review the account opening process based upon the application (manual or auto) as this will impact the timing of when contributions can first be made.

## AFTER PLAN EFFECTIVE DATE

### Final Employer Spending Account Setup

The group administrator(s) completes spending account setup on the employer portal. This allows the group administrator(s) to submit payroll contribution files that initiate the contribution process.

**Monitoring Accounts:** The group administrator(s) has quick and easy access to account opening reports. Please reference the HSA Benefit Summary Report that is referenced in the HSA Quick Start Guide.

**HSA Contributions:** Employer and/or employee contributions completed. Please reference the HSA Quick Start Guide.

## Contact

For more information on how to complete the HSA process, please contact your Producer/ Agent or your Independence Account Executive. If you have any questions regarding the employer portal, please call 1-800-275-2583.

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Spending account group portal access is only required for groups making contributions.

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For questions and concerns regarding HSA contributions only, please contact the HSA Contribution Help Desk @ 1.877.959.4161

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# Group Application for the Bank of America<sup>1,4</sup> HSA: Small (1-50) and Mid-Sized (51-99) Customers

**For use only when the Group HSA cannot be entered/renewed through ROAM**

**CHECK ALL THAT APPLY:**                      Changes to Existing HSA (renewal)                      New HSA set-up

<sup>1</sup>If you are renewing with the same medical plan with the same group number(s) you do not need to submit this form at renewal.

## Section I: Customer Information

Full Legal Name of Customer:		Phone Number:	
Address:			
Customer Main Contact Name:		Customer Contact E-Mail Address:	
CID Number: <sup>2</sup>	HSA Effective Date: <sup>3</sup>		HSA Renewal Date:

<sup>2</sup>CID Number is required for submission.

<sup>3</sup>Effective Date and Renewal Date should align with the medical plan year.

CUSTOMER NUMBER	GROUP NUMBER(S)
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## Section II: Plan Design Options

**1. Eligible Plans:** Please select your medical plan(s).

### Blue Solutions (1-50):

- PPO Platinum HSA-50 100%
- PPO Gold HSA-25 100%
- PPO Gold HSA-0 100%
- PPO Gold HSA-50 70%
- PPO Silver HSA-0 100%
- PPO Silver HSA-0 100%
- PPO Silver HSA-0 90%
- PPO Bronze HSA-0 50%
- PPO Bronze HSA-0 100%

### Blue Solutions Plus (51 – 99):

- HDHP Plus 1B HSA
- HDHP Plus 2B HSA
- HDHP Plus 3B HSA
- HDHP Plus 4B HSA
- HDHP Plus 5B HSA
- PPO Plus 8B HSA
- PPO Plus 9B HSA
- PPO Plus 10B HSA

**2. Setup Options:** Please choose one option in each section.

**Account Opening:** How will employees be enrolled within their HSA?

**Manual enrollment** will require individual employees to open a Bank of America HSA through the member portal after their plan effective date. **(Default option)**

**Automatic Enrollment** will initiate the automatic opening of a Bank of America HSAs for all employees once they enroll in the associated qualified high-deductible health plan (QHDHP).

**Employer-driven Contributions:** Will the Customer make employer-directed contributions into the HSA? (employer funded or employee payroll-derived contributions)

- No Select this option if you are participating in one of our Non employer funded plans
- Yes **You must complete section IV. Review the HSA Broker/Group Checklist attached to this application.**

**3. Employer spending account portal access:** Will the Customer make employer-directed contributions?

(If required please complete the Internet Portal User Access Request Form)

- No Once you submit this form, no further action is required
- Yes **You must complete section IV. Review the HSA Broker/Group Checklist attached to this application.**

**4. Invoicing:** Who will pay the monthly administrative fee?

- Does not apply for groups of 1-50
- Charge the \$3.95 monthly fee to the employer through e-Bill
- Charge the \$3.95 monthly fee to the account holder (medical subscriber)

<sup>1</sup> Independence Blue Cross does not offer banking, investment or financial services. HSA funds are maintained in accounts under custody of Bank of America, N.A., a separate company that does not offer Blue Cross and/or Blue Shield products or services. | Bank of America, N.A. is not affiliated with Independence Blue Cross.

### Section III: HSA Standards

- Once deposited, HSA contributions—regardless of source—are the property of the subscriber.
- Accessing Funds
  - The HSA will include a debit card that has been designed to work at most doctor and hospital offices and pharmacies. It will not work at ATMs. Up to three additional debit cards may be requested for family members at no cost.
  - Subscribers have the option of paying for services using the HSA debit card, going online and paying a provider directly, or using an alternative method of payment and then self-reimbursing. There is no minimum requirement for self-reimbursements by check or direct deposit.
- The subscriber is responsible for ensuring compliance with IRS guidelines regarding contributions payments with the HSA.
- If a subscriber ends enrollment in an Independence qualified high-deductible health plan:
  - The HSA account will be moved to a *Bank of America HSA for life in approximately in 45 days of term*.
  - The subscriber will receive a new account (new debit card and welcome kit) and will access their account directly through Bank of America.
  - Bank of America will begin to assess a monthly *HSA for Life* fee on the account. Other member fees may also apply.
- All Independence qualified high-deductible health plans apply an aggregate family deductible (see medical plan for details).
- Further details on the HSA account are provided to the member at account opening through a welcome kit and debit card (mailed separately).

### Section IV: Contribution and Reporting Contacts

The following individual(s) are authorized to access the Spending Account Contribution and Reporting information at an individual account level. **This form does not permit third party access to this information or third party access into the Employer Portal.**

Add	Internal Company Contact (please print)	Email Address	Phone Number
Delete			
Add	Internal Company Contact (please print)	Email Address	Phone Number
Delete			
Add	Internal Company Contact (please print)	Email Address	Phone Number
Delete			

Note: The HSA Spending Account Portal Access Form is still required to be submitted as this section does not replace that form.



<sup>4</sup>Independence Blue Cross does not offer banking, investment or financial services. HSA funds are maintained in accounts under custody of Bank of America, N.A., a separate company that does not offer Blue Cross and/or Blue Shield products or services. | Bank of America, N.A. is not affiliated with Independence Blue Cross.

**SPENDING ACCOUNT REIMBURSEMENT SERVICE AGREEMENT****(For Health-Related Services – Health Savings Accounts: Insured Accounts)****General Terms and Conditions**

This Spending Account Reimbursement Service Agreement (Agreement) is made between **QCC Insurance Company and/or Keystone Health Plan East, Inc.** (“Independence”) (as defined below) and the Company (Group) named in the below Authorization (Section 7 of this application) (collectively, the Parties). The main body of this Agreement is called the “Spending Account Reimbursement Service Agreement,” and contains general terms and conditions applicable to all Services (as defined below). The respective Exhibits and Appendices contain the terms and conditions of specific Services. The Spending Account Reimbursement Service Agreement and the Exhibits/Appendices hereto constitute the entire Agreement.

**RECITALS:**

WHEREAS, Group requested or will request that Independence furnish certain programs and/or services more fully described in Exhibits hereto (collectively, the Service[s]); and

WHEREAS, Independence is willing to perform the Services for the fees, if any, set forth in the Exhibits.

NOW, THEREFORE, intending to be legally bound hereby, the Parties agree to the following terms and conditions:

**a. Effective Date**

This Agreement shall be effective on the HSA Effective Date identified in the above Company Information (Section 1 of this Application), and each of the Services shall be effective as of the date(s) set forth in applicable Exhibits/Appendices hereto (Service Effective Date).

**b. Definitions**

1. Except as otherwise provided in this Agreement (and applicable Exhibits), initially capitalized terms shall have the meanings assigned to each under the Employee Retirement Income Security Act of 1974, as amended (ERISA) and the Health Insurance Portability and Accountability Act of 1996 (HIPAA); inclusive of each law’s implementing regulations.
2. “Application” means either (a) the form application completed by Group for purposes of providing spending account Services under this Agreement or (b) agreed-upon terms regarding spending account Services provided herein established in connection with the initiation or renewal of Group’s Benefits Contract with Independence.
3. “Benefits Contract” means the group medical insurance contract agreement between Independence and the Group for group health plan benefits.
4. “Vendor” means a party that has contracted with Independence to perform functions and/or services in the administration of this Agreement. Independence has contracted with Highmark Inc., to provide certain administrative services, including, but not limited to, enrollment, billing, customer service, claims processing, and reporting to the Group under this Agreement.
5. “Independence” means QCC Insurance Company and/or Keystone Health Plan East, Inc., or any affiliate or subsidiary of Independence that has a Benefits Contract with Group as of the Effective Date or may later have a Benefits Contract with the Group during the term of this Agreement.
6. “Services” means the services described in the Application and any Exhibits/Appendices hereto.

**c. Term and Termination**

1. Unless otherwise agreed, this Agreement shall terminate automatically upon termination, cancellation or expiration of the Group’s Benefits Contract.
2. Except as provided below, either Party may terminate this Agreement by giving advance written notice to the other Party of at least ninety (90) days.
3. The term during which a Service will be delivered under this Agreement shall be set forth in the applicable Exhibit or Appendix.
4. Unless otherwise provided in an Exhibit, either Party may terminate a Service or this Agreement upon seven (7) days prior written notice if the terminating Party makes a reasonable determination that the other Party has breached this Agreement and the other Party has not cured such breach within seven (7) days of written notice of such breach.
5. Upon termination of this Agreement or completion or termination of any selected Service, Group may retain the Independence Confidential and Proprietary Information (as defined below) and use the Independence Confidential and Proprietary Information for Group’s internal purposes only. Group shall not disclose or otherwise provide the Independence Confidential and Proprietary Information to any third party not covered by the terms of this Agreement without the express written consent of Independence.
6. With the exception of certain agreed-upon post-termination services, if a Service has been scheduled but not performed or completed at the time notice of termination is provided, Independence reserves the right, in its sole discretion, to cancel the Service. Payment of any outstanding amounts due and owing shall be accelerated, and payment in full shall be due immediately, unless otherwise agreed to in writing by the Parties.

**d. Administrative Fees and Qualified Expense Reimbursements**

1. Independence will invoice Group for the Administrative fees and expenses, if any, and for qualified expense reimbursements in accordance with each Exhibit/Appendix hereto.
2. Should any change in law or regulations occur that requires Independence to change the manner or type of Services being performed hereunder, then Independence shall have the right to adjust the applicable fees as necessary. Such an adjustment can occur at any time, whether during the course of any new or renewal term or at the commencement of a renewal term. Any such adjustment shall be effective after sixty (60) days’ notice is given to Group and Group shall thereafter have the option to accept such fee adjustment or give notice of termination of this Agreement.

**e. Payment of Invoices**

Independence will send invoices for Administrative fees (per spending account per month) and qualified expense reimbursements in accordance with the terms of Section 2 of Exhibit A to this Agreement, which is attached hereto and incorporated by reference.

**f. Late Payments**

Failure to pay any invoice rendered within the time prescribed shall result in the obligation to pay a late payment fee equal to two percent (2%) per month of the total amount of the invoice and may, at the sole discretion of Independence, result in suspension of performance of a Service or Services until any such failure to pay any invoice is resolved in full. Group shall have no right to withhold payment of any disputed fee or qualified expense reimbursement charge. Nevertheless, Group may dispute a particular fee or qualified expense reimbursement by written notice (which shall include all relevant documentation) within thirty (30) days of the delivery of the relevant invoice(s), and the Parties shall cooperate in the resolution of any such disputed amount.

**g. Independent Contractor**

Independence and Group shall not be deemed partners, engaged in a joint venture or governed by any legal relationship other than that of independent contractor.

**h. File and Data Exchange**

1. Independence shall provide Group with reports set forth in applicable Exhibits hereto; which reports, upon agreement of the Parties, may be provided by electronic medium.
2. Any electronic exchange and/or retrieval of reports and other data via Independence information systems is subject to the terms of the eDelivery Addendum attached as an Exhibit hereto.

**i. Data Security**

1. Independence shall maintain security over all information, data, files and electronic media containing such information in a manner consistent with standard industry practice in order to prevent access to or alteration of such information by unauthorized persons.
2. Independence shall maintain physical protection of the information, data, files and electronic media through reasonable means that are consistent with standard industry practice which includes maintaining procedures for retrieval and reconstruction of lost, destroyed or altered data.

**j. Recordkeeping**

Independence shall maintain, for the duration of this Agreement, the usual and customary books, records and documents, including electronic records, that relate to the Services provided hereunder to the extent the same were prepared or otherwise received by Independence.

**k. Group Responsibilities**

1. Group shall comply with each of its obligations described in this Agreement, applicable Exhibits/Appendices hereto and Applications.
2. Group shall specify to Independence which Services Independence is to provide or otherwise make available in Applications.
3. Group shall execute an Exhibit/Appendix when required for a Service Independence is to provide or otherwise make available. Each Service Selection Sheet Exhibit/Appendix will contain the Administrative fee, if any, for such Service and any other relevant information pertaining to the specific Service.
4. Group shall pay Independence Administrative fees in the amount and manner specified in the applicable Service Selection Sheet Exhibit/Appendix, or as otherwise invoiced by Independence. Group understands that each Service has a different Administrative fee which, depending on the specific Service, may be a fee based on the number of Service Participants or a flat fee for the whole Service, regardless of the number of Service Participants. Administrative fees shall be due as specified in the appropriate Exhibits/Appendices.
5. Unless otherwise specifically delegated to and accepted by Independence, it shall be Group's sole responsibility and duty to ensure compliance with applicable federal, state and local employment and employee benefit laws/regulations/ordinances as each may relate to the Services.
6. Group understands and agrees that certain of the Services may require prior execution of a Independence-approved consent or authorization by employees and/or Plan members/participants (Authorized Service). Accordingly, unless otherwise agreed to by Independence, it shall be Group's sole responsibility to obtain such consents or authorizations prior to the initiation of an Authorized Service. Group further understands and agrees that Independence shall be fully excused from its obligation to perform an Authorized Service to the extent Group was unable to procure the required consents and/or authorizations.
7. Group understands and agrees that certain of the Services may, in whole or in part, require information from Group or a vendor of Group (e.g., pharmacy benefits manager, dental insurer or vision insurer); and, further, that the disclosure of such information may require the execution of agreed-upon nondisclosure agreements between Independence and one or more of Group's vendors. Group further understands and agrees that Independence shall be fully excused from its obligation to perform a Service to the extent it was unable to procure the required nondisclosure agreements; provided, however, that Independence: (A) exercised reasonable efforts in procuring the agreement; and (B) did not unreasonably withhold its consent to the terms of the agreement.

**l. Accuracy and Completeness**

Independence shall not be responsible for verifying the completeness or accuracy of any information furnished to Independence by Group, its designee or a vendor of Group (e.g., pharmacy benefits manager, dental insurer or vision insurer).

**m. Compliance with Laws/Protected Health Information**

1. Without limiting Group's responsibilities described in this Agreement (including Exhibits hereto), it shall be Group's sole responsibility (as Plan Administrator of a Plan) and duty to: (A) ensure compliance with all applicable federal and state laws and regulations; including, but not limited to, ERISA, the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (COBRA); (B) amend the Plan documents as necessary to ensure ongoing compliance with applicable law; (C) file any required tax or governmental returns relating to the Plans; (D) determine if and when a valid Plan election change has occurred; (E) execute and retain required Plan and claims documentation; and (F) take all other steps necessary to maintain and operate the Programs in compliance with applicable provisions of the Programs, ERISA, the HIPAA, the Code and other applicable federal and state laws.
2. The Parties respectively acknowledge that each may prepare, obtain and disclose personal and confidential records and information related to members/participants; and, further, that such information may be subject to various statutory privacy standards, including, without limitation, state laws governing the privacy of personal financial and health information; and the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and regulations adopted thereunder by the Department of Health and Human Services (45 C.F.R. Parts 160, 162 and 164). Accordingly, each Party shall treat all such information in accordance with those standards and its obligations as a "Covered Entity" under HIPAA, and shall use or disclose Protected Health Information received from the other Party only for the purposes stated in this Agreement, or to comply with judicial process or any applicable statute or regulation.
3. The "Business Associate" Exhibit to this Agreement shall apply to the extent any activity under this Agreement would cause Independence to be considered a "Business Associate" as defined in 45 C.F.R. §160.103. However, an existing Business Associate Agreement with Independence or any affiliate or subsidiary of Independence shall apply to this Agreement, as if fully set forth herein, to "Independence" as defined herein.
4. The "eDelivery" Exhibit to this Agreement shall apply to the extent any activity under this Agreement would require access to Independence information systems on the part of the Group. However, an existing "eDelivery Agreement" with Independence or any affiliate or subsidiary of Independence shall apply to this Agreement as if fully set forth herein.
5. Independence does not provide legal or tax advice to Group or its employees and members/participants. Group should retain its own legal counsel to review any communication, documents or written materials created in connection with the Programs to determine whether the same comply with applicable federal, state and local laws.
6. Unless required by court order or by direct request for a government agency, Independence shall not be responsible for reporting any information to any government agencies or withholding from any benefit amounts necessary to cover income or employment taxes.

**N. Confidentiality**

1. Group and Independence acknowledge and agree that the terms and conditions set forth in this Agreement are confidential. Each Party shall maintain the confidentiality of the Agreement, except as necessary to carry out each Party's responsibilities hereunder and except as may be required by law or regulation.
2. The Parties hereby acknowledge, agree and stipulate that the provisions of this Agreement are made for the benefit of both Parties and shall survive expiration or termination of this Agreement, and that monetary damages would be inadequate to compensate a Party for any breach of this Agreement. The foregoing notwithstanding, in the event of such breach or threatened breach, the Parties agree and stipulate that they shall be entitled to damages to be determined at the time and based upon the facts and circumstances of the Parties at the time of said breach or threatened breach of this Agreement.
3. Except as provided above, nothing in this Section shall affect the rights of either Party to use for any purpose or to disclose to third parties any Confidential

and Proprietary Information not otherwise containing Protected Health Information (PHI) received from the other Party if such information: (A) was already legally available to the public prior to receipt thereof; (B) becomes generally available to the public through no act by a Party nor through any breach of this Agreement; (C) directly corresponds to information furnished to a Party without restriction by any third party, who to the receiving Party's knowledge, has a legal and bona fide right to do so; or (D) is developed independently by the receiving Party solely through employees who have not been exposed directly or indirectly to the other Party's Confidential or Proprietary Information .

4. The Parties acknowledge that in fulfilling their obligations in connection with this Agreement, they may disclose or make available to each other statistical and other information which is commercially valuable, confidential and/or proprietary.
5. The Parties agree that all contracts, price lists, provider information, utilization data, reports, software programs, Service-related materials and communications (other than materials and communications used by either Party to promote a Service), processing techniques, procedures of operation and trade secrets; including written materials pertaining to the same, developed in whole or in part, or provided by either Party (collectively referred to herein as Confidential and Proprietary Information) shall not be disclosed to any third party, except its legal counsel, without the prior express, written consent of the other Party and except as necessary to implement the terms of this Agreement and then only on a need-to-know basis. Nothing herein shall be construed to prohibit the disclosure of Confidential and Proprietary Information by a Party to a Service Participant in furtherance of a Service.
6. Confidential and Proprietary Information of one Party may be given to the other Party's accountant or consultant to enable them to perform their responsibilities to the Party in regard to this Agreement; provided, however, that the disclosing Party first obtain the written consent of the other Party; which, among other things, may require execution of an appropriate non-disclosure agreement.
7. Group and Independence each agree as follows: (A) to fully protect and preserve the confidential nature of the other's Confidential and Proprietary Information; (B) to not use, distribute or exploit each other's Confidential and Proprietary Information, in whole or in part, for its own benefit or that of any third party; and (C) to not disclose such Confidential and Proprietary Information to any other person, firm or entity or outside of the United States without the other's prior written consent, unless legally compelled to do so, in which case the Party so compelled shall provide, to the extent practicable, the other Party with prompt notice so that it may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Section.
8. Group and Independence shall take all reasonable steps to safeguard the other Party's Confidential and Proprietary Information and to preserve it in confidence. Group and Independence each shall be deemed to have discharged its entire obligation hereunder if, in safeguarding the Confidential and Proprietary Information, it gives at least as careful treatment to the other's Confidential and Proprietary Information as it gives to its own.
9. Notwithstanding anything in this Agreement to the contrary, Independence's disclosure of Confidential and Proprietary Information shall be subject to the terms of such confidentiality and indemnification agreements, authorizations, consents, designations, certifications, or other understandings as Independence deems necessary and appropriate to comply with applicable Independence policies and procedures, laws and regulations.

**O. Litigation**

1. Each Party shall select and retain its own defense counsel to represent its interests if a claim or demand arising from or out of this Agreement (and the Services described herein) is asserted by a member/participant or third party in litigation, arbitration or administrative proceedings (Litigation). Notwithstanding the preceding and when applicable, the Parties may agree to joint defense counsel in connection with litigation; provided, however, that no conflict of interest arises between them.
2. A Party named as a defendant in Litigation (including an intervening Party) shall notify the other Party as promptly as is reasonably practicable upon receiving notice or knowledge of the Litigation.
3. A Party named in Litigation (including an intervening Party) shall have sole discretion to resolve the legal or administrative proceeding in a reasonable manner and for a reasonable amount under the circumstances.

**P. Assignment**

Independence may assign or subcontract any or all of its rights or obligations under this Agreement to Highmark Inc., its Vendor, or to a subsidiary, affiliate or successor of Independence. Benefits described in this Agreement are not assignable by any Group employee or member/participant. Group may not assign or subcontract its rights or obligations under this Agreement without the express written consent of Independence.

**Q. Vendor**

Unless otherwise stated, reference to the performance of any function, receipt of any information or payment described in this Agreement on the part of Independence shall be construed to include the Vendor. In addition, and unless otherwise stated, reference to any policy or procedure identified in this Agreement shall be construed to include reference to any related policy or procedure of Independence and/or its Vendor.

**R. Benefit of the Parties**

This Agreement is for the sole and exclusive benefit of the Parties and is not intended to, nor does it, confer any benefit upon any third party.

**S. Entire Agreement**

This Agreement, together with its Exhibits, Appendices, and Applications that are accepted by Independence, constitutes the entire agreement between the Parties and, as of the Effective Date hereof, supersedes all other prior or contemporaneous oral or written agreements or understandings between the Parties regarding the subject matter hereof.

**T. Force Majeure**

No failure, delay, or default in performance of any obligation of Independence under this Agreement shall constitute an event of default or breach of the Agreement to the extent that such failure to perform, delay or default arises out of a cause, existing or future, that is beyond the control and without negligence of Independence, including, by way of illustration and not limitation: Acts of God; war (declared or undeclared); government regulation; acts or inaction of a governmental agency or civil or military authority; unforeseen disruptions caused by suppliers, subcontractors, vendors, or carriers; terrorism; disaster; strikes; civil disorder; curtailment of transportation facilities; fire; floods; blizzards; epidemics and/or any other cause beyond the reasonable control of Independence (Force Majeure Event), making it impossible, illegal, or commercially impracticable for Independence to perform its obligations under this Agreement, in whole or in part. Upon the occurrence of a Force Majeure Event, Independence shall take action to minimize the consequences of any Force Majeure Event. If Independence relies on any of the foregoing as an excuse for failure, default or delay in performance, it shall give prompt written notice of the facts that constitute such Force Majeure Event, when it arose, and when it is expected to cease.

**U. Damages**

In no event shall Independence or its subcontractors or assigns be liable to Group (including Group's successors and/or assigns) for any consequential, incidental, indirect, punitive or special damages (including, but not limited to, loss of profits, data, business or goodwill) in connection with the performance of Services under this Agreement.

**V. Governing Law**

Except as otherwise governed by federal laws, this Agreement is entered into pursuant to the laws of the Commonwealth of Pennsylvania and shall be interpreted pursuant to Pennsylvania law, without regard to its conflict of laws principles.

**W. Modification of Agreement**

This Agreement shall be subject to amendment, modification or termination in accordance with any provisions hereof or by signed written agreement between

Independence and Group and without the consent or concurrence of employees and/or members/participants. The Parties further agree to amend this Agreement as necessary to maintain its compliance with applicable law and applicable Blue Cross Blue Shield Association policies.

#### X. Severability

In the event of the unenforceability or invalidity of any Section or provision of this Agreement, such Section or provision shall be enforceable in part to the fullest extent permitted by law, and such unenforceability or invalidity shall not otherwise affect any other Section or provision of this Agreement, and this Agreement shall otherwise remain in full force and effect.

#### Y. Non-waiver

The failure of either Party, in any one or more instances, to demand strict performance or compliance with any of the terms or conditions of this Agreement or to take advantage of any of its rights shall not operate or be construed as a waiver of any such terms or conditions or the relinquishment of any such rights. All such terms or conditions and rights shall continue and remain in full force and effect.

#### Z. Notices

All notices under this Agreement shall be in writing and may be served on each Party's representative by hand; facsimile; regular mail; or courier; addressed to such designated representative at the address indicated. Each Party hereunder shall designate such a representative in writing at the commencement of the provision of Services under this Agreement. The address of either Party or their designated representative may be changed at any time by written notice of such change to the other Party. Any such notice shall be effective upon delivery to the intended recipient or seven (7) days after being placed in the ordinary course of the U.S. mail, postage paid and properly addressed, whichever occurs first.

#### AA. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one Agreement.

#### BB. Group Acceptance of Terms and Conditions of Agreement

The initial payment of premium by Group for the Benefits Contract or renewal period following the Effective Date shall be deemed an acceptance of all terms and conditions of coverage of this Agreement and its Exhibits and Appendices unless the Group notifies Independence in writing of any mistakes or discrepancies within thirty (30) days of the signing of this Application.

#### Exhibit A: Spending Account Reimbursement Services

##### 1. Administrative Fees/Qualified Expense Reimbursements

Independence will invoice Group for reimbursement of qualified expense reimbursements made on behalf of Group on a weekly basis and for Administrative fees on a monthly basis pursuant to one or more of the programs set forth in the attached Appendices (Program(s)).

##### 2. Payment of Invoices

Independence will send invoices for Administrative fees (per spending account per month) monthly and for qualified expense reimbursements weekly via eBill web portal to an account designated by Group. Group shall pay applicable Administrative fee invoices within twenty (20) days of the invoice date and qualified expense reimbursements within two (2) business days of the invoice date via: (i) Group-initiated electronic funds transfer (EFT); or (ii) Group authorization of Independence to use ACH debit for invoices via a Independence-approved form.

##### 3. Scope of Undertaking

1. Group has sole and final authority to control and manage the operation of the Programs; including the authority and responsibility for administering, construing and interpreting the provisions of the Programs and making all determinations thereunder. Independence is and shall remain an independent contractor with respect to the Services and shall not for any purpose be deemed an employee of Group.
2. Independence shall in no way be deemed an insurer, underwriter or guarantor with respect to any benefits payable under the Program. Independence generally provides reimbursement and record keeping services only and does not assume any financial risk or obligation with respect to claims for benefits payable by Group under the Program.

##### 4. Plan Administrator

To the extent applicable, Group gives Independence the authority to act on its behalf in connection with the Programs, but only as expressly stated in this Agreement or as mutually agreed in writing by Group and Independence. To the extent applicable, Group shall be considered the "Plan Administrator" and named fiduciary of the Program for purposes of the Employee Retirement Income Security Act of 1974, as amended (ERISA).

##### 5. Independence Responsibilities

###### a. Standard of Care

- i. Independence shall provide the Services described in this Section and applicable Exhibits in a timely, competent and professional manner using reasonable care exhibited by similar service providers when providing similar services in like manner and under like circumstances.
- ii. If Independence makes any payment under this Agreement to an ineligible person, or if more than the correct amount is paid, Independence shall make reasonable efforts to recover any payment made to or on behalf of an ineligible person or any overpayment. However, Independence will not be required to commence litigation or hire a collection agency for any recovery. If Independence is unable to correct any such error, Independence shall notify the Group so that Group may take such corrective action as may be available to it. Independence shall have no liability for reimbursements that were made as a result of fraud or intentional misrepresentation by or on behalf of a participant/claimant or for reimbursement of eligible expenses paid to a participant by Independence whose coverage is retroactively terminated by the Group, or otherwise did not result from Independence's breach of the standard of care set forth in Section 5.a.i..
- iii. If Independence makes any payment under this Agreement that is less than the correct amount, Independence shall make a diligent effort to correct such underpayment. However, Independence will not be liable for funding of such underpayments which shall remain the sole obligation of Group to fund, unless Independence would otherwise be liable under another provision of this Agreement.

###### b. Adjudication

With the exception of HSA-related Services, Independence shall be responsible for determining whether an expense is eligible for reimbursement under the Internal Revenue Code (Code), applicable provisions of governing Program documents; and issuing Participant notices regarding adverse benefit determinations in accordance with ERISA, if applicable.

###### c. File and Data Exchange

- i. Independence shall make available to the Group updated reports via the employer portal summarizing the eligibility data provided by Group (Eligibility Reports) by electronic medium unless otherwise agreed by the Parties.
- ii. The Eligibility Reports shall specify the effective date for each Participant added to or terminated from a Program. Group shall be responsible for ensuring the accuracy of its Eligibility Reports, and bears the burden of proof in any dispute with Independence relating to the accuracy of any Eligibility Report.
- iii. Independence shall have no liability to Group or any Participant as a consequence of an inaccurate Eligibility Report and Independence shall have no

obligation to credit Group for any claims expenses or administrative fees incurred or paid to Group as a consequence of Group failing to review Eligibility Reports for accuracy.

**d. Customer Service**

Independence customer service representatives will be available to answer phone calls from Participants of the Programs regarding the administration of benefits. Calls will be answered Monday through Friday during Independence normal business hours, except for public holidays.

**F. Group Responsibilities**

**a. Plan Documents**

- i. Where laws require Program (plan) documents, policies and procedures, summary plan descriptions or other communications, Group shall draft and adopt such documents. If such documents contain terms that are in conflict with the terms of this Agreement, this Agreement shall prevail with respect to the provision of Services to the extent not prohibited by law.
- ii. Group shall notify Independence of any material modifications to its documents that would affect Independence's administrative services at least thirty (30) days before the effective date of such modifications. Independence reserves the right to terminate this Agreement without penalty in the event conflicts remain unresolved.

**b. Liability for Claims**

Group is responsible for payment of claims/qualified expense reimbursements made pursuant to, and the benefits to be provided by the HSA and FSA Programs. HSA Accounts of participants shall cover the cost of claims made by HSA participants. Independence does not insure or underwrite the liability of Group under the Programs. Except for expenses specifically assumed by Independence in this Agreement, Group is responsible for all expenses incident to the Programs.

**c. Determination of Eligibility**

Group is responsible for determining which of its employees are eligible for participation in the Programs.

**d. Accuracy and Completeness**

Group shall furnish data requested by Independence as determined necessary to perform Independence's functions hereunder, including information concerning the Program and the eligibility of individuals to participate in and receive Program benefits. Such information shall be provided to Independence in the time and in the manner agreed to by Group and Independence. Independence shall have no responsibility with regard to benefits paid in error due to Group's failure to timely update such information. Moreover, Independence shall not be responsible for verifying the completeness or accuracy of any Data provided by Group (or its designee), or re-keying any incorrect data.

**e. Appeals**

Independence shall refer to Group or its designee, for final determination, any claim for benefits or coverage that is appealed after initial rejection by Independence or any class of claims that Group may specify, including: (i) any question of eligibility or entitlement of the claimant for coverage under the Program; (ii) any question with respect to the amount due; or (iii) any other appeal.

**G. Miscellaneous**

**a. Termination**

- i. In the event Group fails to honor a request for payment or fails to timely make payment pursuant to this Agreement, Independence, at its sole discretion, may terminate the Agreement by giving written notice to Group stating the reason for termination; provided however, that Group shall have five (5) days to cure any failure to pay an invoice for qualified expense reimbursements and seven (7) days to cure an Administrative fee payment deficiency. Independence may suspend the payment of benefit payments during any period when payment invoices remain unpaid.
- ii. Any acceptance by Independence of a claims payment or payment of administrative fees after the cure periods specified in Paragraph (i) above shall not constitute a waiver of Independence's right to terminate this Agreement in accordance with this Section with respect to any other failure on the part of Group to satisfy its obligations hereunder.
- iii. In the event that termination of the provision of Services under this Agreement shall occur for any reason, and to the extent permitted under applicable laws and related Independence policies, Independence shall make available in a commercially reasonable manner under the circumstances, applicable data and records necessary to permit Group to continue to administer the applicable Program. Actual costs incurred including, without limitation, copying, printing, postage, delivery charges, data transmission expenses, etc. shall be the responsibility of Group. Any special programming requests such as to report data in a special format or medium shall be completed and billed to Group at the then applicable Independence usual and customary rate for special Services. Actual delivery of such data, records and other information shall be completed after all applicable fees and expenses have been paid to Independence in full.
- iv. Upon termination of this Agreement, each Party shall destroy or return all copies of the other party's Confidential and Proprietary Information (as defined below) in its possession or control to the extent such destruction is feasible and does not violate applicable record keeping laws. The provisions of this Paragraph shall survive the termination of this Agreement.

**b. Audit**

Groups shall have audit rights with respect to flexible spending account (FSA) and health reimbursement arrangement (HSA) programs only. Such audits shall be limited to claims and financial audits and shall be conducted in accordance with Independence's External Audit Guidelines and Procedures. (A current copy of which is available upon Group's request.)

**Appendix 1 to Spending Account Reimbursement Services Exhibit A**

**Selection Sheet & Fee Schedule**

**Health Savings Account Administration (Active)**

*Monthly Fee (only applies to 51-99 Blue Solutions Plans): \$3.95*

- a. If Independence must receive carrier/insurer feeds from any other carriers/insurers, there will be a one-time set up fee per carrier/insurer.
- b. Extraordinary postage, dedicated telephone usage charges, outside special printing expenses for employee communications, special delivery charges and other direct costs incurred at the request of Group will be additional and will be billed as incurred. Special requests not already included in the Services listed will be performed at the Independence standard hourly rate for the service provided.
- c. Any additional benefit, Services, and/or the addition of any divisions, locations or groups of employees not included as of the date of this Agreement, shall be provided based upon Independence standard average hourly rates for such Services or as agreed in a separate agreement or amendment applicable to such Services.



## Appendix 2 to Spending Account Reimbursement Services

### Exhibit A: HSA Services

Independence will provide Health Savings Account Services/administration to Group's HSA Program participants based upon the specific rules and plan design established by Group and communicated to Independence. The following details the scope of HSA Services to be provided by Independence:

- Establish and maintain a Health Savings Account for each eligible electing member/participant.
- Determine eligibility of expense reimbursement requests based upon applicable HSA requirements as communicated to Independence.
- Complete data input of demographic and status changes.
- Facilitate submission of proper documentation as necessary.
- Process and administer payment of valid reimbursement requests for all properly documented and eligible claims received.
- Payment methods that may be available can include direct payment to provider, debit card payment, payment to members/participants via check, direct deposit or other electronic payment methodology if elected by Group.
- Process run-out claims for a given plan year through the predetermined end date.
- Provide participants with access to an individualized record of account via the Internet; provided that the member/participant agrees to comply with applicable security and confidentiality requirements.
- Reconcile account transactions.

GROUP REPRESENTS AND WARRANTS THAT THE HEALTH REIMBURSEMENT ARRANGEMENT ADMINISTERED HEREUNDER IS AND SHALL REMAIN A COMPONENT OF THE GROUP HEALTH PLAN THROUGH WHICH MEDICAL BENEFITS ARE PROVIDED UNDER GROUP'S BENEFITS CONTRACT WITH Independence.

### Exhibit B: Business Associate Addendum (if applicable)

The HSA will be subject to privacy standards (Privacy Rule) established under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). In its role as administrator, Independence will serve as a "business associate" of the HSA as that term is defined in the Privacy Rule. The following terms apply:

- A. Independence is permitted or required to Use or Disclose Protected Health information (PHI) it creates for, or receives from the company identified below (Plan Sponsor/company) or Company's HSA (Plan) only as follows:
1. Functions and Activities on Behalf of Program. Independence is permitted to Use, Disclose, create or receive PHI in furtherance of its duties and responsibilities under the Agreement and this Addendum, and consistent with the Privacy Rule and the Health Information Technology and Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (the "HITECH Act"), and any implementing regulations.
  2. Perform Data Aggregation services as defined in the Privacy Rule, subject to any limitations imposed by the Agreement and the Privacy Rule.
  3. Use PHI: (a) as necessary for Independence's proper management and administration; and, (b) to carry out Independence's legal responsibilities.
  4. Disclose PHI for Independence's proper management and administration or to carry out Independence's legal responsibilities, but only if the following conditions are met: (a) the Disclosure is Required by Law; or (b) Independence obtains reasonable assurances, from any person or organization to which Independence will Disclose such PHI that the person or organization will:
    - (i) hold such PHI in confidence and Use or further Disclose it only for the purpose for which Independence Disclosed It to the person or organization or as Required by Law; and, (will notify Independence (who will in turn notify Plan) of any instance of which the person or organization becomes aware in which the confidentiality of such PHI was breached.
  5. Independence may make any Use and/or Disclosure of PHI permitted under 45 C.F.R. §§ 164.506, 164.508 and 164.510, as well as under Independence's Notice of Privacy Practices (NPP).
  6. Independence may de-identify any and all PHI provided that the de-identification conforms to the requirements of 45 C.F.R. § 164.514(b).
  7. Independence will apply policies and procedures intended to assure that it will Use, Disclose, or request only the minimum necessary amount of PHI to accomplish the Intended purpose as required under 45 C.F.R. §§ 164.502(b) and 164.514(d), and will use a Limited Data Set, as defined by the Privacy Rule, if applicable.
- B. Independence shall require any of its agents or subcontractors to provide reasonable assurance, evidenced by written contract, that the agent or subcontractor will comply with the same privacy and security obligations as Independence with respect to PHI of Plan.
- C. Independence will promptly report to Plan any Use or Disclosure of PHI not permitted by this BAA or in violation of the Privacy Rule when Independence learns of such non-permitted Use or Disclosure. In addition, Independence will report any "Breach" of "Unsecured Protected Health Information" (as these terms are defined by the HITECH Act) following discovery and without reasonable delay, but in no event later than thirty (30) days. Independence will cooperate with the Plan in Investigating the Breach and in meeting the Plan's obligations under the HITECH Act and any other applicable security breach notification laws. Any such report shall include the identification (if known) of each Individual whose Unsecured PHI has been, or is reasonably believed by Independence to have been, accessed, acquired or disclosed during such Breach. Independence's report to Plan will at least: (1) Identify the nature of the non-permitted access, use or disclosure, including the date of the event and the date of discovery of the Breach; (2) Identify the PHI accessed, used or disclosed (e.g., full name, Social Security number, date of birth, etc.); (3) identify who made the non-permitted use or disclosure and who received the non-permitted disclosure; (4) Identify what corrective action Independence took or will take to prevent-further non-permitted access, uses or disclosures; and (5) Identify what Independence did or will do to mitigate any deleterious effect of the non-permitted access, use or disclosure.
- D. If Independence conducts on behalf of Plan communications that are required to meet the transaction standards as set forth in "Transactions Rule at 45 C.F.R. Part 162, Independence will comply, and will require any subcontractor or agent involved with the conduct of such transaction standards to comply with each applicable requirement of the Transactions Rule. The parties agree that applicable Independence EDI reference guides and companion documents shall apply in connection with any transaction contemplated herein.
- E. Independence will develop, implement, maintain and use reasonable and appropriate administrative, technical and physical safeguards to preserve the integrity, confidentiality and availability of PHI, and to prevent non-permitted Use or Disclosure of PHI. In furtherance thereof Independence shall:
1. Established safeguards shall be consistent with applicable requirements of the Security Rule (45 C.F.R, Part 164, Subpart C) pertaining to the security of electronic PHI (E PHI) and as required by the HITECH ACT. Independence also shall develop and implement policies and procedures and maintain documentation of such policies and procedures to assure compliance with the Security Rule standards as required by the HITECH Act;
  2. Ensure that any agent, including a subcontractor, to whom it provides E PHI agrees to implement reasonable and appropriate safeguards to protect it; and
  3. Report any Security incident of which it becomes aware to the Plan. For purposes of this paragraph a reportable Security Incident shall be any Security incident (as defined in 45 C.F.R. § 164.304) that Independence reasonably determines to be a threat or hazard to the security or integrity of the Plan's E PHI.
- F. **Administration of Individual Rights,**
1. Upon Plan's written request, or the direct request of an Individual, Independence will provide access to PHI about an individual in Independence's custody or control contained in a Designated Record Set, so that Plan may meet its access obligations under 45 C.F.R. § 164.524. Such access shall be provided in a time and

manner consistent with Independence's procedures for access, which Business Associate hereby represents comply with the requirements of 45 C.F.R. § 164.524 and, where applicable, the HITECH Act. All fees related to this access shall be borne by the Individual, as determined by Independence in accordance with 45 C.F.R. § 164.524.

2. Upon Plan's written request, or the direct request of an Individual, Independence will, on behalf of Plan, amend PHI as required by 45 C.F.R. § 164.526 on Plan's behalf. Independence will amend such PHI according to its own procedures for such amendment, which procedures Independence represents comply with applicable requirements of 45 C.F.R. § 164.526.
  3. Independence agrees to record each Disclosure, not excepted from Disclosure accounting under 45 C.F.R. § 164.528(a)(1) in accordance with the requirements of 45 C.F.R. § 164.528(h). Upon Plan's written request or the direct request of an Individual, Independence will, on behalf of Plan, provide a Disclosure accounting in accordance with its own procedures for Disclosure accounting, which Independence represents comply with 45 C.F.R. § 164.526 and, where applicable, the HITECH Act.
  4. To the extent that communications are within the control of Independence, Independence will, on behalf of Plan, evaluate and determine whether to grant requests for restrictions and confidential communications in connection with the Use or Disclosure of PHI within the custody and control of Independence pursuant to 45 C.F.R. § 164.522. Independence will evaluate and determine whether to grant such requests according to its own procedures for such requests, and shall implement such appropriate operational steps as required by its own procedures. Independence represents that its procedures for evaluation and determination regarding such requests comply with the requirements of 45 C.F.R. § 164.522.
- G. Independence will make its internal practices, books, and records relating to its Use and Disclosure of PHI available to the U.S. Department of Health and Human Services in a time and manner designated by that agency for the purpose of determining Plan's compliance with the Privacy Rule and the Security Rule.
- H. Unless otherwise directed by Plan, Independence will distribute its NPP to each individual enrolled in the Plan at the time of the distribution.
- Thereafter, Independence shall distribute its NPP to each new enrolled Individual, and any material revisions to its NPP to all Individuals in accordance with its policies and procedures. Independence represents that its policies and procedures regarding the distribution of the NPP comply with 45 C.F.R. § 164.520. The practices and procedures set forth in Independence's NPP will apply to all PHI within the custody and control of Independence.
- I. The Plan shall be responsible for the preparation and distribution of its NPP as required by the Privacy Rule. If requested, Independence shall provide The Plan with its NPP that the Plan may use as the basis for its own NPP.
- J. Except as specifically agreed upon by Independence and Plan Sponsor in compliance with the Privacy Rule, all Disclosures of PHI by Independence pursuant to this BAA shall be made to the designated Plan representatives, except for disclosures related to enrollment or disenrollment in the Plan. The Plan may modify the list of designated Plan representatives from time to time by written notice to Independence.
- K. Upon Plan Sponsor's written request for the purpose either (i) to obtain premium bids for providing health insurance coverage under the Plan, or (ii) to modify, amend, or terminate the Plan, Independence is authorized to provide Summary Health Information regarding Individuals enrolled in Plan to Plan Sponsor.
- L. Plan will not Disclose any PHI to Plan Sponsor unless the Plan has first ensured; (i) that its Plan Document has been amended as required by 45 C.F.R. § 164.504(f)(2), and (ii) that the Plan Sponsor has delivered the certification required by 45 C.F.R. § 164.504(f)(2)(ii). If the Plan should require Independence to Disclose PHI directly to the Plan Sponsor, Plan shall authorize such disclosure by written instruction, accompanied by the Plan Sponsor's certification required by 45 C.F.R. § 164.504(f)(2)(ii). Independence may rely on Plan Sponsor's certification and the Plan's written instruction, and will have no obligation to verify that the Plan documents have been amended to comply with 45 C.F.R. § 164.504(f)(2) or that Plan Sponsor is complying with such amendments.
- M. Subject to the terms of the Agreement and Independence policies and procedures, the Plan may request in writing that Independence Disclose PHI to certain designated third-party business associates of the Plan solely for the purpose of carrying out and assisting in Plan administration activities ("Designated Recipients"). Any Disclosure to a Designated Recipient contemplated herein shall be subject to the terms of a protective agreement.
- N. The term of this BAA shall be coextensive with the term of the Agreement.
- O. Plan Sponsor shall have the right to terminate the Agreement if Independence, by pattern or practice, materially breaches any provision of this BAA. Before terminating under this Section, Plan Sponsor shall provide Independence with an opportunity to cure any identified breach. If efforts to cure are unsuccessful, as determined by Plan Sponsor, in its reasonable discretion, Plan Sponsor shall terminate the Agreement and this BAA, as soon as administratively feasible.
- P. Upon cancellation, termination, expiration or other conclusion of the Agreement (Termination), Independence will, if feasible and lawful, return to the Plan or destroy all PHI, in whatever form or medium, then held by Independence. Independence will complete such return or destruction as promptly as practical after the effective date of the Termination.
- Q. Plan acknowledges that certain information may not feasibly be returned or destroyed, including, but not limited to, de-identified data, data used for Data Aggregation purposes, and data subject to regulatory data retention requirements. Accordingly, upon Termination, Independence will identify to the Plan any PHI that cannot feasibly or lawfully be returned to the Plan or destroyed. After Termination, Independence will continue to protect such information as required by this BAA and limit its further Use or Disclosure of such information to those purposes that make its return or destruction infeasible.
- R. Independence's obligation to protect the privacy of PHI that cannot feasibly or lawfully be returned or destroyed will survive Termination for as long as Independence retains any PHI governed by this BAA.
- S. The parties acknowledge that federal rules relating to HIPAA are evolving (New HIPAA Rules) and, thus, may require amendment to this BAA to ensure continuing compliance. The parties agree to amend this BAA to add terms, conditions or assurances required by any New HIPAA Rule. Should the parties fail to adopt amendments by the effective date of any New HIPAA Rule, this BAA will be deemed to automatically be amended on such effective date to require both parties to comply with the requirements of such New HIPAA Rule.
- T. The provisions of this BAA will override and control any conflicting provision of the Agreement. All non-conflicting provisions of the Agreement will remain in full force and effect.
- U. Capitalized terms used in this BAA, unless otherwise defined herein, have the meanings ascribed to them under HIPAA and the HITECH Act and any accompanying regulations. For purposes of this BAA, the term "individual" shall include an Individual's personal representative. In the event of ambiguity, this BAA shall be interpreted to as to make all activities conducted hereunder compliant with the Privacy Rule and any applicable state law or regulation governing the privacy of Individuals' health information. Reference to "Independence" herein shall be construed to mean Independence Inc. or any affiliate of Independence Inc. that may succeed to the responsibilities of Independence Inc. under the governing services agreement.
- V. Unless otherwise provided under the HITECH Act, all documentation that is required by this BAA or by the Privacy Rule will be retained by Independence for six (6) years from the date of creation or when it was last in effect, or for such longer period as may be required by any applicable law.

#### **Exhibit C: eDelivery Addendum**

1. In General. "eDelivery" means a service allowing for the electronic presentment and retrieval of reports and other agreed-upon data, and may include the ability to electronically view and pay bills owed to Independence via Independence's System (known as eBill).
2. Users of eDelivery. Unless Independence is otherwise agreed, the signer of this application and the employees listed as the financial contact will be deemed to be "Users" of eDelivery. Users will be required to complete an application for access and/or other required User form(s) before obtaining a User ID and password.
3. Logon IDs and Passwords. Each User shall not disclose or otherwise make logon IDs or passwords available to any third party. If a User ceases to be a User for any reason, including termination from employment or contractual obligation, or the User otherwise discloses his or her intent to resign, Company shall notify Independence within three (3) days so that Independence can disable the applicable logon ID and password. Company and Plan are responsible for any breaches

of security relating to use of any User's logon ID and password until Independence has disabled that logon ID and password. If a breach or suspected breach of this provision occurs, Company or a User must notify Independence immediately by telephone.

4. Security. Company and Plan shall maintain reasonable and appropriate security procedures to prevent unauthorized access to Data in their office(s) or system(s). Further, and to the extent applicable, such procedures shall comply with the Privacy and Security Rules and any other applicable rule governing data imposed by state or federal laws and regulations,
5. Liability. Company, Plan and Agents agree that Independence, its affiliates, employees Officers or directors, suppliers and licensors shall not be liable for any direct, indirect, special, incidental, consequential or punitive damages, losses or expenses arising out of eDelivery, any use or the inability to use Independence's information systems (including Independence's Website), or in connection with any failure, error, omission, interruption, defect, delay in operation or transmission, computer virus, or line or system failure, even if Independence is advised of the possibility of such damages, losses or expenses.
6. Further Assurances. Independence may require Company to make further amendment to this eDelivery Addendum as necessary to keep the eDelivery service compliant with applicable laws and regulations. By its execution of the User Form, each User automatically agrees to be bound by any such amendment.
7. Intellectual Property Restrictions. Nothing within any of the material and content of the eDelivery service shall be construed as conferring any license under Independence's or any third party's intellectual property rights, whether by estoppel, implication, waiver or otherwise. Except as expressly provided to the contrary, Company, Plan and Agents agree not to modify, alter, or deface any trademarks, service marks, or other intellectual property of Independence made available through the eDelivery service. Company, Plan and Agents further agree not to (i) use any of the trademarks, service marks or other content accessible through the eDelivery service by Independence, or (ii) adapt, translate, modify, decompile, disassemble, or reverse engineer the eDelivery service or any software or programs used in connection with the eDelivery service.
8. Confidentiality. Each User shall comply with the confidentiality provisions of the Agreement and shall likewise apply to this eDelivery Addendum as if fully set forth herein.
9. Standard Transactions. To the extent applicable, each User shall comply with the requirements of the Transactions Rule. Independence EDI reference guides and companion documents shall apply in connection with any transaction contemplated herein.
10. Termination. Independence reserves the right to terminate a User's use of eDelivery at any time with or without cause. Independence may immediately terminate a User's use of eDelivery if the User breached any agreement with Independence (including a breach of the Agreement) or Independence has reason to believe that there has been or may be an unauthorized use or disclosure of a logon ID or password or the eDelivery service.

## Section VI: Authorization

By signing this application, I accept the terms and conditions of the Application, Agreement and its Exhibits/Appendices, and represent that I have the full authority to bind the company identified below.<sup>5</sup>

Name (Please Print)		Signature	
Company	Title		Date
E-Mail Address		Phone	

<sup>5</sup>Unless Independence Blue Cross is otherwise instructed, the signer of this application and the employee(s) listed as the Financial Contact(s) will be deemed to be the authorized representatives of the HRA (group health plan) for purposes of receiving individual account balance report information. Independence Blue Cross is an independent licensee of the Blue Cross and Blue Shield Association.