

Small & Mid-market Spending Account Checklist and Application*

For use with all small employer groups and standard mid-sized customers that require HSA setup to be submitted by paper. New customers and any customers newly selecting a qualified high-deductible health plan (QHDHP) medical group can generally have HSA setup completed automatically through ROAM.

Spending Account Set-up Checklist

Please follow the guidance below to ensure timely setup.

45 Days before the plan effective date

Complete Application

Submit the completed application (*along with other paper work, if appropriate*) to Independence using one of the following methods:

- 2 – 50: Email spendingacctalegeusclientsetup@ibx.com
- 51 – 99: Email Your Independence account representative

*Note that the account opening process you select for your employees: manual or auto enroll, impacts when the first contribution may be made to spending accounts.

If you are making contributions to the HSA

Complete ACH Origination Agreement and HSA Banking Authorization Form[†]
Determine your contribution method (if applicable)

The contribution method you choose may change what you need to communicate to employees. Review the HSA Funding Guide for Employers for more information.

Request Group Portal Access by completing the Online Group Portal Access Form (OGPAF)

To effectively manage, fund, reconcile, and monitor spending accounts, authorized individuals need access to the Spending Account area of the Group Portal. Submit an Independence **OGPAF** for each authorized person requiring access.

Once you have access to the Spending Account area of the Employer Portal you can complete the steps that enable you to fund the HSA. Follow the steps in the **HSA Funding & Contribution Guide** to connect a funding bank account. There are validation steps that need to occur before funds can be applied at the start of the plan year.

At the start of the Plan Year

Monitor account openings
Prepare your contribution files
Monitor and reconcile contributions

If you are making mid-year changes to the HSA

If you are making changes to the existing HSA during the current plan year, only complete Section I, IV, and other sections applicable to the needed changes. Once completed, submit the application to spendingacctalegeusclientsetup@ibx.com. Allow two weeks for processing.

Plan changes (including additions of groups) for FSA, LPFSA, or DCA are submitted on the 51+ application.[‡]

* Independence Blue Cross does not offer banking, investment or financial services. HSA funds are maintained in accounts under custody of WealthCare Saver, a separate company that does not offer Blue Cross and/or Blue Shield products or services. WealthCare Saver is not affiliated with Independence Blue Cross.

[†] Required of any client making standard ACH contributions.

[‡] FSA, LPFSA, DCA are only available to 100+ groups.



Group Application for the WealthCare Saver HSA

Small (2-50) and Mid-Sized (51-99) Customers

This application and checklist can be used when set-up is not possible in ROAM or when there is a Mid-year Change during the plan year.

CHECK ONE: Changes to existing HSA (renewal) New HSA set-up Mid-year Change (Complete Sections I & IV)

If the Customer is renewing with the same medical plan, with the same medical group number(s), and same Authorized Employer contacts, do not submit this form.

SECTION I — Customer information

Full Name of Client		Phone number
Address		
Customer contact name	Customer contact email address	
CID number [§]	HSA effective Date [¶]	HSA renewal date
Sub Account Numbers(s)	Benefit Plan ID(s)	

SECTION II — Plan design options

1. Eligible Plans

Please select the medical plan(s).

Blue Solutions (2-50)

Personal Choice PPO Platinum HSA-50 \$1,800/100%

Personal Choice PPO Silver HSA-0 \$3,600/90%

Personal Choice PPO Gold HSA-25 \$2,400/\$25/\$50/90%

Personal Choice PPO Bronze HSA-0 \$5,600/50%

Personal Choice PPO Gold HSA-0 \$2,200/100%

Personal Choice PPO Bronze HSA-0 \$8,500/100%

Personal Choice PPO Silver HSA-0 \$4,400/100%

Personal Choice EPO Silver HSA-0 \$3,000/80%

Personal Choice PPO Silver HSA-0 \$2,400/70%

Blue Solutions plus (51-99) Indicate Plan name.

Indicate plan name.

2. Setup Options

Choose one option in each section.

Account opening

How will employees be enrolled in the HSA?

Manual enrollment

Requires each employee in an HSA-eligible plan noted above to request that an HSA be opened on their behalf via the member portal. (*Default option*)

Automatic enrollment

The HSA account opening process is automatically initiated on behalf of the employees enrolled in an HSA-eligible plan noted above.

[§] CID number is required for submission.

[¶] Effective date and renewal date should align with the medical plan year.

SECTION II — Plan design options (continued)

Employer-directed contributions

Will the Customer make employer-directed contributions into the HSA? (employer funded or employee payroll-derived contributions)

No

Select this option if the Customer does not plan on making any type of employer-directed contributions. Once this form is submitted, no further action is required.

Yes

Complete Section IV and an Online Group Portal User Access Form to authorize Spending Account access in the Group Portal for at least one administrator within the Customer's organization.

3. Invoicing

No monthly HSA administration fees are charged to any Fully Insured Group.

SECTION III — HSA standards

- Once deposited, HSA contributions—regardless of source—are the property of the account holder.
- Accessing funds:
 - The HSA includes a debit card that has been designed to work at service provider and hospital offices and pharmacies. It will not work at ATMs.
 - 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 from the HSA.
- The account holder is responsible for ensuring compliance with IRS guidelines regarding contributions / payments with the HSA.
- If a account holder ends enrollment in an Independence qualified high-deductible health plan:
 - The HSA account is moved to an individual, retail account no longer associated with the employer's plan or Independence.
 - The account holder receives a new debit card and will access their account directly through the custodian's portal.
 - The account holder is responsible for all monthly account and other fees associated with the HSA.
- Independence Qualified High-deductible Health Plans apply an aggregate family deductible (see medical plan for details.)
- Further details on the HSA are provided to the member at account opening through a letter, debit card mailing, and car carrier .

SECTION IV — Authorized Spending Account Contribution and Reporting Contacts**

The following individual(s) are authorized to access Spending Account Contribution and Reporting information at an individual account level.

(The Online Group Portal User Access Form†† must also be completed and submitted for each individual noted below.)

Add Delete	Employer Contact Name	Email	Phone
	Street Address	Same as employer	

** Due to the sensitive nature of Spending Account information, the list of Authorized Contacts noted above should be reviewed and updated (add/delete) annually. The list of authorized contacts should be resubmitted if/when staffing changes occur.

†† Complete and submit the Online Group Portal Access Form (OGPAF)

- Customers must enable access to the Group portal (Administrator Portal Access), to at least one individual within their organization. This enables access to the WealthCare Administration System, the system used to make spending account contributions and access on-demand spending account-related reporting.
- A separate Independence OGPAF must be completed and submitted for each individual requiring access to the WealthCare Administration System.

Administrators with Group Portal Access will be noted as an Authorized Contact for Spending Account support for the Customer. Only verified Authorized Contacts may receive support from the Spending Account Team.

SECTION IV — Authorized Spending Account Contribution and Reporting Contacts (continued)

Add Delete	Employer Contact Name	Email	Phone
	Street Address Same as employer		
Add Delete	Employer Contact Name	Email	Phone
	Street Address Same as employer		

SECTION V — Spending Account service agreement

Please complete and sign Section VI and return

SPENDING ACCOUNT REIMBURSEMENT SERVICE AGREEMENT (For Health-Related Services – Health Savings Accounts: Insured Accounts)

General Terms and Conditions

This agreement (Agreement) is made between QCC Insurance Company and/or Keystone Health Plan East, Inc. and the Company (Group) named in the Customer Information (Section I) 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 as of the effective date noted in Section I of the application.

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 Alegeus Technologies, LLC and Highmark Inc., to provide certain administrative services, including, but not limited to, enrollment, customer service, funds management, claims processing, and reporting to the Group under this Agreement.
5. "Independence" means QCC Insurance Company 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

1. Independence will invoice Group for the Administrative fees and expenses, if any 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 generate invoices for Administrative fees (per spending account per month) 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, 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. 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.

j. 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. 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.

k. 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).

l. 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.

m. 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 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.

n. 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.

o. 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.

p. 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.

q. 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.

r. **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.

s. **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.

t. **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.

u. **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.

v. **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.

w. **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.

x. **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.

y. **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.

z. **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.

aa. **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 receipt of this Agreement.

Exhibit A: SPENDING ACCOUNT REIMBURSEMENT SERVICES

1. Administrative Fees/Qualified Expense Reimbursements

Independence will invoice Group 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 generate invoices for Administrative fees (per spending account per month) monthly via eBill in the Independence administrative web portal and notify individuals designated by Group. Group shall pay applicable Administrative fee invoices by date designated on the invoice using one of the following methods: (i) Electronically via EBill by scheduling monthly recurring payments or scheduling each month when invoicing occurs; (ii) Group-initiated electronic funds transfer (EFT); or (iii) check.

3. Claims reimbursements and debit card transactions

Group agrees that it has responsibility to fund all claim reimbursements and debit card transactions made by Independence as part of the one or more Programs under this agreement.

4. Scope of Undertaking

- i. 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.
- ii. 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.

5. 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).

6. 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.
- 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**

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 normal business hours, except for public holidays.
- 7. **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 HRA 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.
- 8. **Miscellaneous**
 - a. **Termination**
 - 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. 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.
 - ii. Any acceptance by Independence of a payment 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 (HRA) 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

Selection Sheet & Fee Schedule

Health Savings Account Administration (Active)

Monthly Fee (only applies to 51-99 Blue Solutions Plans): \$3:95

- a. 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.
- b. 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 and Group agree as follows with respect to the transfer of payroll deducted amounts from the Group to the applicable Health Savings Account (HSA) for each affected member/participant:

- Provide an interactive Web site for use by the Group.
- Provide funding options to facilitate Group-directed deposits into the applicable HSA of the member/ participant.
- Upon verification of the successful completion of the debit transaction, transfer the applicable contribution amounts to the financial institution holding the HSA of each member/participant provided that Independence has been provided the necessary information for the purpose of completing the said transfer.
- When applicable, group shall designate, maintain and adequately fund a bank account from which Independence shall be authorized to effect debit transactions and shall execute all required bank documents that authorize Independence to implement the debit transactions.
- Group shall provide all information that is required by Independence regarding the identification of employees enrolled in the HSA program, in the manner requested by Independence.
- Group shall use Independence Web site or other method approved in advance by Independence to report all changes that affect the administration of the program on behalf of its employees, including but not limited to, new members/participants, participant terminations, status changes, contribution amount changes, and applicable demographic data changes.

Exhibit B: EDELIVERY ADDENDUM

1. **In General.** "eDelivery" means a service allowing for the electronic presentment and retrieval of reports and other agreed-upon data via employer portal/Internet, 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.** Group and authorized representatives of the Group designated on Appendix A to the Agreement's Business Associate Addendum are "Users" of eDelivery. Unless otherwise agreed, each User will be required to complete an application for access and/or other required User form(s) before obtaining a User ID and Password.
3. **Authorization/Application for Access.** Following receipt and review of this Agreement and the completed User Forms, Independence shall assign a logon ID and password to each User, along with the date on which it will be authorized to utilize eDelivery. Users of eBill may also be required to complete an on-line application for access before obtaining an on-line User ID and password.
4. **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; Group shall notify Independence within three (3) days so that Independence can disable the applicable logon ID and password. Group and Service 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, Group or a User must notify Independence immediately by telephone.
5. **Security.** Group 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.
6. **Liability.** Group agrees that Independence, its affiliates, subsidiaries, 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.
7. **Further Assurances.** Independence may require Group 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.
8. **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, Group agrees not to modify, alter, or deface any trademarks, service marks, or other intellectual property of Independence made available through the eDelivery service. Group further agrees 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.

9. **Confidentiality.** Each User shall comply with the confidentiality provisions of the Agreement shall likewise apply to this eDelivery Addendum as if fully set forth herein.
10. **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.
11. **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.

Exhibit C: HIPAA Business Associate Agreement 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.

This Business Associate Agreement ("Agreement") is effective as of the effective date noted in Section I by and between the Company (Group) named in the Customer Information (Section I) of this application, on its own behalf and on behalf of the Group's HRA or FSA Programs it sponsors for employees or other covered persons ("the Program") and Independence Blue Cross and its affiliates and subsidiaries, QCC Insurance Company and/or Keystone Health Plan East, Inc., as applicable (collectively referred to as "Independence"). In Independence's administration of the Program on behalf of the Group and in order for Independence to use, disclose, receive or create certain information pursuant to the terms of the Program, some of which may constitute Protected Health Information ("PHI") (defined below), Independence is a Business Associate of the Program as that term is defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as modified by the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"). Specifically, the HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164. The HIPAA Privacy Rule is the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E. The HIPAA Security Rule is the HIPAA Security Standards at 45 CFR Parts 160, 162 and 164. The HIPAA Breach Notification Rule is the Notification in the Case of Breach of Unsecured Protected Health Information as set forth at 45 CFR Part 164, Subpart D. Accordingly, Independence agrees to comply with the applicable requirements of the HIPAA Rules.

To the extent that any provision(s) of any other contract or agreement conflict(s) with provision(s) contained in this Agreement, the provision(s) in this Agreement shall control with respect to the use and disclosure of PHI and Electronic PHI.

For good and valuable consideration, the parties hereto agree as follows:

I. DEFINITIONS

- 1.1 "Designated Record Set" shall mean:
A group of records maintained by or for a covered entity that is:
 - (i) The medical records and billing records about individuals maintained by or for a covered health care provider;
 - (ii) The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or Used, in whole or in part, by or for the covered entity to make decisions about individuals.
- 1.2 "Electronic PHI" shall mean PHI that is transmitted or maintained in any electronic media, as this term is defined in 45 C.F.R. § 160.103.
- 1.3 "Plan Document" shall mean Plan Document as defined by ERISA.
- 1.4 "Protected Health Information (PHI)" shall mean information created or received by a health care provider, health plan, employer or health care clearinghouse, that: (i) relates to the past, present, or future physical or mental health or condition of an individual, provision of health care to the individual, or the past, present or future payment for provision of health care to the individual; (ii) identifies the individual, or with respect to which there is a reasonable basis to believe the information can be used to identify the individual; and (iii) is transmitted or maintained in an electronic medium, or in any other form or medium.
- 1.5 "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- 1.6 "Standard Transaction(s)" shall mean a transaction that complies with the standards set forth at 45 C.F.R. parts 160 and 162.
- 1.7 "Subscriber" means a participant or a participant's legal spouse and/or dependent children as specified in the Program.
- 1.8 "Summary Health Information" means information, which may be PHI, (1) that summarizes the claims history, claims expenses, or types of claims experienced by Subscribers for whom a Group has provided health care benefits, and (2) from which the identifiers specified in 45 C.F.R. § 164.514(b)(2)(i) have been deleted (except that the zip code information described in 45 C.F.R. § 164.514(b)(2)(i)(B) may be aggregated to the level of a five (5) digit zip code).
- 1.9 All other terms used in this Agreement shall have the meanings set forth in the applicable definitions under the HIPAA that are applicable to Business Associates. In addition, the use of the term "PHI" in this Agreement shall mean both Electronic PHI and

non-electronic PHI, unless another meaning is clearly specified.

II. PRIVACY OF PHI

2.1 Permitted Uses and Disclosures.

A. Independence will administer the Program for the Group as set forth in the Spending Account Reimbursement Service Agreement ("Spending Agreement") between the parties. These services include Payment activities, Health Care Operations, and Data Aggregation as these terms are defined in 45 C.F.R. § 164.501 and consistent with the HIPAA Privacy Rule. In connection with the services to be performed pursuant to the Spending Agreement, Independence is authorized to use or disclose PHI it creates or receives for or from the Program or to request PHI on the Program's behalf as follows:

1. **Functions and Activities by Independence on the Program's Behalf.** Unless otherwise limited in this Agreement, Independence may create, receive, use and/or disclose PHI to perform functions, activities, or services for, or on behalf of, the Program set forth under the Spending Agreement. At the Program's written direction, Independence may create and disclose PHI to Business Associates of the Program.
Independence's disclosure of PHI to Business Associates of the Program, as permitted by this Agreement, shall be subject to Independence's policies (such as requiring the Program's Business Associates to sign a Confidentiality Agreement for such disclosure). Independence agrees to disclose the minimum necessary PHI to the Program and/or to the Program's Business Associates as determined by and instructed by the Program, which is the Covered Entity.
2. **Use for Independence's Operations.** Independence may use PHI it creates or receives for or from the Program for Independence's proper management and administration or to carry out Independence's legal responsibilities in connection with services to be provided under the Spending Agreement.
3. **Disclosures for Independence's Operations.** Independence may disclose PHI it creates or receives 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 assurances, evidenced by written contract, 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
 - (ii) Promptly notify Independence (who will in turn promptly notify the Program) of any instance of which the person or organization becomes aware in which the confidentiality of such PHI was breached.

B. **Minimum Necessary Standard and Creation of Limited Data Set.** Independence's use, disclosure or request of PHI with regard to Independence's functions and services performed under the Spending Agreement shall utilize a Limited Data Set, if practicable. Otherwise, in performing the functions and services in connection with the Spending Agreement Independence agrees to make reasonable efforts to use, disclose or request only the minimum necessary PHI to accomplish the intended purpose of the use, disclosure or request.

2.2 Prohibition on Unauthorized Use or Disclosure.

- A. **Non-permitted Use and Disclosure of PHI.** Independence will neither use nor disclose PHI it creates or receives for or from the Program or from another Business Associate of the Program, except as permitted or required by this Agreement, as required by law, as otherwise permitted or required in writing by the Program, or as authorized by a Subscriber.
- B. **Disclosure to the Program and the Program's Business Associates.** Other than disclosures permitted under this Agreement, Independence will not disclose Subscribers' PHI to the Program or to a Business Associate of the Program except as directed by the Program in writing.
- C. **No Disclosure to Group.** Independence will not disclose any Subscribers' PHI to Group, except as permitted by and in accordance with this Agreement and/or the Plan Document.

2.3 **Information and Security Standards.** Independence will develop, document, implement, maintain and use appropriate administrative, technical and physical safeguards to preserve the integrity and confidentiality of, and to prevent non-permitted use or disclosure of, PHI created or received for or from the Program.

- A. Independence agrees that with respect to Electronic PHI, these safeguards, at a minimum, shall meet the requirements of the HIPAA Security Standards applicable to Independence.
- B. More specifically, to comply with the HIPAA Security Standards for Electronic PHI, Independence agrees that it shall:
 - (i) Implement administrative, physical, and technical safeguards consistent with (and as required by) the Security Standards that protect the confidentiality, integrity, and availability of Electronic PHI that Independence creates, receives, maintains, or transmits on behalf of Program. Independence shall document and keep these safeguards current, comply with the provisions of Section 2.3.C below with respect to such safeguards, and shall develop and implement policies and procedures that meet the Security Rule documentation requirements;
 - (ii) As also provided for in Section 2.5 below, ensure that any agent, including a subcontractor, to whom it provides such Electronic PHI, agrees to implement safeguards to protect it;
 - (iii) Report to Program Security Incidents of which Independence becomes aware that result in: (a) unauthorized access, use, disclosure, modification, or destruction of the Program's Electronic PHI, or (b) interference with Independence's system operations in Independence's information systems in a manner that may affect Program's

Electronic PHI (hereinafter referred to as "Successful Security Incidents"), Independence shall report to the Program as specified in Section 4.1.A.);

- (iv) For any other Security Incidents that do not result in unauthorized access, use, disclosure, modification, or destruction of Electronic PHI (including, for purposes of example and not for purposes of limitation, pings on Independence's firewall, port scans, attempts to log onto a system or enter a database with an invalid password or username, denial-of-service attacks that do not result in the system being taken off-line, or malware such as worms or viruses) (hereinafter "Unsuccessful Security Incidents"), Independence shall aggregate the data and, upon the Program's written request, report to the Program in accordance with the reporting requirements identified in Section 4.1.B.); and
- (v) Consistent with Section 2.4 below, take all steps to mitigate, to the extent practicable, any harmful effect that is known to Independence resulting from a Security Incident, including any reasonable steps recommended by the Program. These safeguards shall extend to transmission, processing, and storage of PHI. Transmission of PHI shall include transportation of storage media, such as magnetic tape, disks, or compact disk media, from one location to another; and
- (vi) Permit termination of the Agreement if the Program determines that Independence has violated a material term of this Agreement with respect to Independence's security obligations.

C. Upon Program's request, Independence will provide the Program with access to and copies of documentation regarding Independence's safeguards for both Electronic PHI and non-electronic PHI. These safeguards shall extend to transmission, processing and storage of all forms of PHI. Transmission of PHI (regardless of form) shall include transportation of storage media, such as magnetic tape, disks or compact disk media, from one location to another.

- 2.4 **Duty to Mitigate.** Independence and the Program agree to mitigate, to the extent practicable, any harmful effect that is known to either party resulting from a use or disclosure of PHI (regardless of form) by the other party in violation of the requirements of this Agreement and/or the Spending Agreement. More specifically, if Independence or the Program, in its sole discretion, determines that the other party has engaged in an activity or practice that constitutes a material breach or violation of the other party's obligations under this Agreement and/or the Spending Agreement, Independence or the Program (as applicable) shall take steps to cure the material breach or end the violation, as applicable. If Independence or the Program (as applicable) determines that such steps are unsuccessful, Independence or the Program (as applicable) may terminate this Agreement in accordance with the termination provisions of this Agreement, if feasible; or if termination is not feasible, report the problem to the DHHS.
- 2.5 **Sub-Contractors and Agents.** Independence will require all of its subcontractors or agents to which Independence is permitted by this Agreement (or is otherwise permitted with the Program's prior written approval) to disclose PHI created or received in connection with the Spending Agreement to provide assurances in writing that subcontractor or agent will comply with the same privacy and security obligations with respect to PHI that apply to Independence (using contract language essentially similar to the language used by Independence in connection with its own Business Associates) under this Agreement with respect to such PHI. Also, subcontractor or agent will require assurances in writing that its downstream subcontractors will comply with the same privacy and security obligations that apply to Independence under this Agreement with respect to PHI that the downstream subcontractor receives, maintain, uses and/or discloses.
- 2.6 **Data Aggregation Services.** The Program agrees and recognizes that Independence performs Data Aggregation services for the Program, as defined by the HIPAA Privacy Rule. In the course of performing normal and customary services, this data aggregation is an essential part of Independence's work on behalf of the Program under the Spending Agreement. Accordingly, Independence can perform these data aggregation services in its own discretion, subject to any limitations imposed by this Agreement. The term "Data Aggregation" is defined under the HIPAA Privacy Rule to mean, with respect to PHI created or received by a Business Associate in its capacity as the Business Associate of a Covered Entity, the combining of such PHI by the Business Associate with the PHI received by the Business Associate in its capacity as a Business Associate of another Covered Entity, to permit data analyses that relate to the health care operations of the respective Covered Entities.

III. COMPLIANCE WITH STANDARD TRANSACTIONS

- 3.1 **Conducting Standard Transactions.** In the course of performing services for the Program pursuant to the Spending Agreement, Independence will conduct Standard Transactions for or on behalf of the Program. Independence will comply, and will require any subcontractor or agent involved with the conduct of such Standard Transactions to comply, with each applicable requirement of 45 C.F.R. Part 162. Further, Independence will not enter into, or permit its subcontractors or agents to enter into, any trading partner agreement in connection with the conduct of Standard Transactions for or on behalf of the Program that:
- 1. Changes the definition, data condition, or use of a data element or segment in a Standard Transaction;
 - 2. Adds any data element or segment to the maximum defined data set;
 - 3. Uses any code or data element that is marked "not used" in the Standard Transaction's implementation specification or is not in the Standard Transaction's implementation specification; or
 - 4. Changes the meaning or intent of the Standard Transaction's implementation specification.
- 3.2 **Specific Communications.** Independence, Group and the Program recognize and agree that communications between the parties that are required to meet the Standards for Electronic Transactions will meet the Standards set by that Regulation. Communications between Group and Independence, or between Group and the Program, do not need to comply with the

Standards for Electronic Transactions. Accordingly, unless agreed otherwise by the Parties in writing, all communications (if any) for purposes of "enrollment" as that term is defined in 45 C.F.R. Part 162, Subpart O and "Health Plan Premium Payment Data," as that term is defined in 45 C.F.R. Part 162, Subpart Q, shall be conducted between the Group and either Independence or the Program. For all such communications (and any other communications between Group and Independence), Group shall use such forms, tape formats or electronic formats as Independence may approve. Group will include all information reasonably required by Independence to affect such data exchanges or notifications.

- 3.3 **Communications Between Independence and the Program.** All communications between Independence and the Program that are required to meet the Standards for Electronic Transactions shall do so. For any other communications between Independence and the Program, the Program shall use such forms, tape formats or electronic formats as Independence may approve. The Program will include all information reasonably required by Independence to effect such data exchanges or notifications.

IV. BREACH OF PRIVACY OR SECURITY OBLIGATIONS

4.1 Reporting

Independence will notify the Program, following discovery and without unreasonable delay, but in no event later than ten (10) business days following the determination that any "Breach" of "Unsecured Protected Health Information" or "Successful Security Incidents" as these terms are defined by the Breach Notification Rule and any other security breach notification laws affected individuals covered under the Program health Program. Independence shall cooperate with the Program in investigating the Breach and in meeting the Programs obligations under the Breach Notification Rule and any other security breach notification laws.

A. For Successful Security Incidents and Breaches of Unsecured Protected Health Information, Independence, in good faith and without unreasonable delay, and in no event later than thirty (30) days after Independence learns of such non-permitted access, use or disclosure, will provide to the Program a report which contains the following information to the extent that such information has been obtained by Independence:

- (i) Identity (if known) of each individual covered under the Program health plan whose Unsecured Protected Health Information has been, or is reasonably believed by Independence to have been accessed, acquired, or disclosed during such Breach, along with any other information required to be reported under the HITECH Act and regulations;
- (ii) A description of the non-permitted access, use or disclosure including the date of the incident and the date of discovery;
- (iii) A description of the PHI accessed, used or disclosed (full name/DOB);
- (iv) Identity (if known) who made the non-permitted access, use or received the non-permitted disclosure;
- (v) A statement of the corrective action Independence took or will take to prevent further non-permitted accesses, uses or disclosures;
- (vi) A description of what Independence did or will do to mitigate any deleterious effect of the non-permitted access, use or disclosure; and
- (vii) Such other information as the Program may reasonably request.

Any information not provided by Independence to the Program above will, without unreasonable delay, be provided by Independence to the Program within ten (10) days of the date of Independence's thirty (30) day report to the Program.

- B. For Unsuccessful Security Incidents, Independence shall provide to the Program, upon its written request but not more than one time per year, a report that: identifies any categories of Unsuccessful Security Incidents as described in Section 2.3 B.(iii); indicates whether Independence believes its current defensive security measures are adequate to address all Unsuccessful Security Incidents, given the scope and nature of such attempts; and if the security measures are not adequate, the measures Independence will implement to address the security inadequacies.
- C. For any other unauthorized access, use or disclosure of PHI such as unauthorized disclosures to providers, to Independence's business associates or to another Blue Plan, where it is demonstrated by a risk assessment conducted by Independence, that there is a low probability that the disclosure of the members' Protected Health Information has been compromised, Independence will not provide notice and/or a report to the Program.

4.2 Termination for Breach

- A. Subject to Section 2.4 (Duty to Mitigate), the Program and Independence each will have the right to terminate the Spending Agreement if the other party has engaged in a pattern of activity or practice that constitutes a material breach or violation of Independence's or the Program's respective obligations regarding PHI under this Agreement and, on notice of such material breach or violation from the Program or Independence, fails to take reasonable steps to cure the material breach or end the violation.
- B. If Independence or the Program fail to cure the material breach or end the violation after the other party's notice, the Program or Independence (as applicable) may terminate the Spending Agreement by providing Independence or the Program written notice of termination, stating the uncured material breach or violation that provides the basis for the termination and specifying the effective date of the termination. Such termination shall be effective 60 days from this termination notice.
- C. **Continuing Privacy and Security Obligations.** Independence's and the Program's obligation to protect the privacy and security of the PHI it created, received, maintained or transmitted in connection with services to be provided under the Agreement will be continuous and survive termination, cancellation, expiration or other conclusion of the Agreement. Independence's

other obligations and rights, and the Program's obligations and rights upon termination, cancellation, expiration or other conclusion of this Agreement, are those set forth in this Agreement.

4.3 Disposition of PHI

A. Return or Destruction Upon End of Self Insured Program

Except as required by applicable law/regulation, upon cancellation, termination, expiration or other conclusion of the Spending Agreement, Independence will if feasible return to the Program or destroy all PHI, in whatever form or medium (including in any electronic medium under Independence's custody or control), that Independence created or received for or from the Program, including all copies of such PHI that allow identification of any Subscriber who is a subject of the PHI. Independence will complete such return or destruction as promptly as practical, but not later than 60 days after the effective date of the cancellation, termination, expiration or other conclusion of the Spending Agreement.

Independence may charge Group for Independence's reasonable cost incurred in returning or destroying such PHI.

B. Disposition When Return or Destruction Not Feasible

The Program recognizes that in many situations, particularly those involving data aggregation services performed by Independence for the Program and others, that it will be infeasible for Independence to return or destroy PHI. Accordingly, where in Independence's discretion such return or destruction is infeasible, for any such PHI, upon cancellation, termination, expiration or other conclusion of the Spending Agreement, Independence will limit its further use or disclosure of the PHI to those purposes that make their return to the Program or destruction infeasible.

4.4 Hold Harmless

A. The Program and the Group, jointly and severally, will hold harmless and release Independence and any Independence affiliates, subcontractors, officers, directors, employees or agents from and against any claims, causes of action, liabilities, damages, fines, penalties, costs or expenses, including reasonable attorneys' fees and court or proceeding costs, incurred by Independence which arise out of or in connection with any non-permitted or violating use or disclosure of PHI or other breach of this Agreement by the Program, Group or any subcontractor, business associate, agent, broker/consultant, auditor, or person or entity under their control, or Independence following the direction/instruction of the Program or Group to disclose PHI to the Program and/or any third party or person.

B. Independence will hold harmless and release the Program and Group and their affiliates, subcontractors, officers, directors, employees or agents from and against any claims, causes of action, liabilities, damages, fines, penalties, costs or expenses, including reasonable attorneys' fees and court or proceeding costs, incurred by the Program/Group which arise out of or in connection with any non-permitted or violating use or disclosure of PHI or other breach of this Agreement by Independence or any subcontractor, agent, or person or entity under their control.

C. If Independence is named a party in any judicial, administrative or other proceeding arising out of or in connection with any non-permitted or violating use or disclosure of PHI or other breach of this Agreement by the Program or Group or any subcontractor, agent, broker/consultant, auditor, or person or entity under their control, Independence will have the option at any time either: (i) to tender its defense to the Program and the Group, in which case the Program and the Group will provide qualified attorneys and other appropriate professionals to represent Independence's interests at the Program and Group's expense, or (ii) undertake its own defense, choosing the attorneys and other appropriate professionals to represent its interests, in which case the Program and the Group will be responsible for and pay the reasonable fees and expenses of such attorneys and other professionals.

D. If the Program and/or Group is named a party in any judicial, administrative or other proceeding arising out of or in connection with any non-permitted or violating use or disclosure of PHI or other breach of this Agreement by Independence or any subcontractor, business associate, agent, or person or entity under their control, the Program and Group will have the option at any time either: (i) to tender its defense to Independence, in which case Independence will provide qualified attorneys and other appropriate professionals to represent the Program and Group's interests at Independence's expense, or (ii) undertake its own defense, choosing the attorneys and other appropriate professionals to represent its interests, in which case Independence will be responsible for and pay the reasonable fees and expenses of such attorneys and other professionals.

E. Independence will have the sole right and discretion to settle, compromise or otherwise resolve any and all claims, causes of actions, liabilities or damages against it, notwithstanding that Independence may have tendered its defense to the Program and Group. Any such resolution will not relieve the Program and Group of their obligation to hold harmless Independence under this Agreement.

F. The Program and Group will have the sole right and discretion to settle, compromise or otherwise resolve any and all claims, causes of actions, liabilities or damages against it, notwithstanding that the Program and Group may have tendered its defense to Independence. Any such resolution will not relieve Independence of their obligation to hold harmless the Program and Group under this Agreement.

V. INDIVIDUAL RIGHTS OBLIGATIONS

5.1 **Access.** Independence and the Program agree that, wherever feasible, Independence will provide access to PHI as required by 45 C.F.R. § 164.524 on the Program's behalf. Independence will provide such access according to its own procedures for such access. Independence represents that its procedures for such access comply with the requirements of 45 C.F.R. § 164.524. Accordingly, upon the Program's written or electronic request or the direct request of a Subscriber or the Subscriber's Personal Representative, Independence will make available for inspection and obtaining copies by the Program, or at the Program's direction by the Subscriber (or the Subscriber's Personal Representative), any PHI about the Subscriber created or received for or from the Program in Independence's custody or control contained in a Designated Record Set, so that the Program may

meet its access obligations under 45 C.F.R. § 164.524. Independence will make such information available in an electronic format where directed by the Program and where required by the Privacy Rule. All fees related to this access, as determined by Independence, shall be borne by Subscriber seeking access to PHI.

- 5.2 **Amendment.** Independence and the Program agree that, wherever feasible, Independence will amend PHI as required by 45 C.F.R. § 164.526 on the Program's behalf. Independence will amend such PHI according to its own procedures for such amendment. Independence represents that its procedures for such amendment comply with the requirements of 45 C.F.R. § 164.526. Accordingly, upon the Program's written or electronic request or the direct request of a Covered Person or the Subscriber's Personal Representative, Independence will amend such PHI contained in a Designated Record Set, in accordance with the requirements of 45 C.F.R. § 164.526. Upon receipt of written or electronic notice from the Program, Independence will amend or permit the Program access to amend any portion of the PHI created or received for or from the Program in Independence's custody or control, so that the Program may meet its amendment obligations under 45 C.F.R. § 164.526.
- 5.3 **Disclosure Accounting.** So that the Program may meet its disclosure accounting obligations under 45 C.F.R. § 164.528, Independence and the Program agree that Independence will provide the accounting that is required under 45 C.F.R. § 164.528 on the Program's behalf. Independence will provide such accounting according to its own procedures for such accounting. Independence represents that its procedures for such accounting comply with the requirements of 45 C.F.R. § 164.528. Accordingly, upon the Program's written or electronic request or the direct request of a Subscriber or the Subscriber's Personal Representative, Independence will provide an accounting as set forth below.

G. Disclosure Tracking

As of the effective date of this Agreement, Independence will record each disclosure of Subscribers' PHI, which is not excepted from disclosure accounting, that Independence makes to the Program or to a third party.

The information about each disclosure that Independence must record ("Disclosure Information") is (a) the disclosure date, (b) the name and (if known) address of the person or entity to whom Independence made the disclosure, (c) a brief description of the PHI disclosed, and (d) a brief statement of the purpose of the disclosure.

H. Exceptions from Disclosure Tracking

Independence is not required to record disclosure information or otherwise account for disclosures of PHI that this Addendum or the Program in writing permits or requires: (i) for the purpose of the Program's payment activities or health care operations, (except where such reporting or accounting is required by applicable law; (ii) to the individual who is the subject of the PHI disclosed, or to that individual's personal representative; (iii) to persons involved in that individual's health care or payment for health care; (iv) for notification for disaster relief purposes; (v) for national security or intelligence purposes; (vi) to law enforcement officials or correctional institutions regarding inmates; (vii) pursuant to an authorization; (viii) for disclosures of certain PHI made as part of a limited data set; (ix) for certain incidental disclosures that may occur where reasonable safeguards have been implemented; and (x) for disclosures prior to the effective date of this Agreement.

I. Disclosure Tracking Time Periods

Unless otherwise provided by the applicable law, Independence will have available for the Program or for Subscribers the Disclosure Information required for the six (6) years immediately preceding the date of the Program's request for the Disclosure Information (except Independence will not be required to have Disclosure Information for disclosures occurring prior to the effective date of this Agreement).

5.4 **Right to Request Restrictions and Confidential Communications.**

So that the Program may meet its obligations to evaluate requests for restrictions and confidential communications in connection with the disclosure of PHI under 45 C.F.R. § 164.522, Independence and the Program agree that, wherever feasible, Independence will perform these evaluations on behalf of the Program. Independence will evaluate such requests according to its own procedures for such requests, and shall implement such appropriate operational steps as are required by its own procedures. Independence represents that its procedures for evaluating such requests comply with the requirements of 45 C.F.R. § 164.522. Accordingly, upon the Program's written or electronic request or the direct request of a Subscriber or the Subscriber's Personal Representative, Independence will evaluate requests for restrictions and requests for confidential communications, and will respond to these requests as appropriate under Independence's procedures.

VI. THE PROGRAM'S NOTICE OF PRIVACY PRACTICES

6.1 **Preparation of the Program's Notices of Privacy Practices**

The Program shall be responsible for preparation of its Notice of Privacy Practices. To facilitate this preparation, Independence may provide to the Program a sample template that the Program may use as the basis for its own Notice. If provided, the Program shall modify this template to reflect specific aspects of the Program. The Program will be solely responsible for review and approval of the content of the Notices of Privacy Practice, including that their content accurately reflects the Program's privacy policies, procedures and practices and complies with the all requirements of 45 C.F.R. § 164.520.

6.2 **Independence Review of the Program's Notice**

Independence shall have the right, but not the obligation, to review the Notice of Privacy Practices prepared by the Program. If Independence identifies for the Program aspects of the Program's Notice that are inconsistent with Independence's Notice of Privacy Practices, Independence is not obligated to follow the Program's Notice, so long as Independence's Notice complies with the Privacy Rule. The Program will cooperate with Independence in preparing a Notice that is consistent with Independence's Notice.

6.3 Amendment of the Program's Notice of Privacy Practices

The Program and Group will notify Independence of any material change in the Program's privacy policies, procedures or practices, including any material change in any plan administration function that Group may undertake, so that Independence can revise its administration of the Program's Notices of Privacy Practices to conform to such material change (unless Independence identifies inconsistent practices pursuant to the above paragraph). Neither the Program nor Group will institute such material change before the effective date of the Program's revised Notices of Privacy Practices.

6.4 Distribution of the Program's Notice of Privacy Practices

Independence will distribute its Notice of Privacy Practices to each Subscriber enrolled in the Program. The Program shall bear full responsibility for distributing its own Notice as required by the Privacy Rule.

Independence may distribute its Notice of Privacy Practices by electronic mail to Subscribers who have agreed to receive electronic notification and have not revoked that agreement. If Independence maintains a web site that provides information about customer service or benefits for the Program's Subscribers, Independence will prominently post and make available electronically its Notice of Privacy Practices on that web site.

6.5 Obligations of the Program and Group

The Program and Group will be responsible for providing Independence accurate and timely data on each Subscriber as needed by Independence to distribute its Notice of Privacy Practices, reminder notices and any revised Notices of Privacy Practices.

VII. INSPECTION OF BOOKS AND RECORDS

- 7.1 Independence will make its internal practices, books, and records relating to its use and disclosure of PHI created or received for or from the Program available to the Program and to the U.S. Department of Health and Human Services to determine compliance with 45 C.F.R. §§ 160-64 and/or this Agreement.

VIII. GROUP'S PERFORMANCE OF ADMINISTRATION FUNCTIONS

- 8.1 **Communication of PHI.** Except as specifically agreed to by Independence, the Program and Group and in compliance with any requirements imposed by this Section VIII, all disclosures of PHI from Independence pursuant to the Spending Agreement shall be made to the Program, except for disclosures related to enrollment or disenrollment in the Program which shall be made to the designated contact at the Group.
- 8.2 **Summary Health Information.** Upon Group's written request for the purpose to obtain premium bids for providing health insurance coverage for the Program, or to modify, amend or terminate the Program, Independence is authorized to provide Summary Health Information regarding the Subscribers in the Program to Group.
- 8.3 **Group Representation.** Group represents and warrants: (i) the Program is an employee welfare benefit plan that has been established and is maintained pursuant to its Plan Document in compliance with ERISA or applicable law; and (ii) the Program's Plan Document provides for the allocation and delegation of responsibilities for the Program, including the responsibilities assigned to Independence under the Spending Agreement.
- 8.4 **Group's Certification.** Independence will not disclose Covered Persons' PHI to Group, unless and until (i) Group furnishes Independence through the Program certification that Group has amended the Program's Plan Document (as defined by ERISA) to incorporate the provisions required by 45 C.F.R. § 164.504(f)(2), and agrees to comply with the Program's Plan Document as amended; and (ii) the Program authorizes Independence in writing to disclose the minimum necessary Subscribers' PHI to Group for the Program administration functions to be performed by Group as specified in the amendment to the Program's Plan Document. Independence may rely on Group's certification and the Program's written authorization, and will have no obligation to verify (i) that the Program's Plan Document have been amended to comply with the requirements of 45 C.F.R. § 164.504(f)(2) or this Agreement or (ii) that Group is complying with the Program's Plan Document as amended.
- 8.5 **The Program's Plan Document Amendment.** Before the Program will furnish Group's certification described above to Independence, the Program will ensure (i) that its Plan Document is amended to establish the uses and disclosures of Subscribers' PHI consistent with the requirements of 45 C.F.R. Part 164 that Group will be permitted and required to make for the plan administration functions Group will perform for the Program, and (ii) that Group agrees to all the conditions imposed by §164.504(f)(2) on the use or disclosure of PHI.
- 8.6 **Minimum Necessary Standard and Creation of Limited Data Set**
If Group has provided the certification described above and the Program thereby permits Independence to disclose Subscribers' PHI to Plan Sponsor for plan administration functions, subject to applicable state law/regulation and Independence's business policies/procedures, Independence will make reasonable efforts to limit its disclosure of Subscribers' PHI to Group to a Limited Data Set, if practicable. Otherwise, Independence agrees to make reasonable efforts to limit its disclosure of Subscribers' PHI to Group to the minimum necessary for Group to perform the plan administration functions that Group will perform for the Program.

IX. GENERAL PROVISIONS

- 9.1 **Amendment.** On or before the compliance date of any final regulation or amendment to final regulations promulgated by the U.S. Department of Health and Human Services with respect to PHI, including, but not limited to, the HIPAA Privacy Rule, the HIPAA Security Rule, the HIPAA Breach Notification Rule, the Electronic Transaction Rule, and this Agreement this Agreement will be automatically amended so that the obligations imposed on Group, the Program and Independence remain in compliance with such regulations.

Notwithstanding the above, this Agreement may be modified or amended by the parties if in writing and signed by an authorized representative or officer of the parties.

- 9.2 **Conflicts.** The provisions of this Agreement will override and control any conflicting provision of the Spending Agreement or any other document, contract or agreement. All non-conflicting provisions of the Spending Agreement will remain in full force and effect.
- 9.3 **Independent Relationship.** None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the parties other than that of independent parties contracting with each other as independent contractors solely for the purposes of effecting the provisions of this Agreement and the Spending Agreement.
- 9.4 **Rights of Third Parties.** This Agreement is between Independence, the Program and the Group and shall not be construed, interpreted, or deemed to confer any rights whatsoever to any third party or parties.
- 9.5 **Interpretation.** The parties agree that any ambiguity in this Agreement will be resolved in favor of a meaning that protects PHI and facilitates Independence's, the Program's and the Group's compliance with applicable terms of the HIPAA Privacy Rule, HIPAA Security Rule, HIPAA Breach Notification Rule, and Standards for Electronic Transactions.
- 9.6 **Notices.** All notices and notifications under this Agreement shall be sent in writing to the listed persons on behalf of Independence, the Program, and Group identified in Appendix A.
- 9.7 **Expenses.** Unless otherwise stated in this Agreement, each party shall bear its own costs and expenses related to compliance with the above provisions.
- 9.8 **Documentation.** All documentation that is required by this Agreement or by the HIPAA Privacy Rule, HIPAA Security Rule or HIPAA Breach Notification Rule must be retained by Independence for six years from the date of creation or when it was last in effect, whichever is longer.
- 9.9 **Successors.** This Agreement and its terms will inure to its successors, permitted assigns, and/or by operation of law. Independence may assign or subcontract any or all of its rights or obligations under this Agreement to a subsidiary, affiliate or successor of the Independence.
- 9.10 **Laws.** Independence and the Program will comply with applicable state/federal laws and regulations which govern the transactions and services covered under this Agreement.
- 9.11 **Duration.** This Agreement will continue in full force and effect for as long as the self- insured program remains in full force and effect. This Agreement will terminate upon the cancellation, termination, expiration, or other conclusion of the Spending Agreement.

IN WITNESS WHEREOF, the parties execute this Agreement in multiple originals.

QCC Insurance Company and/or
Keystone Health Plan East, Inc.

By: _____
Name: _____
Title: _____

(Name of Program/Group) _____

By: _____
Name: _____
Title: _____
Address: _____

APPENDIX A to HIPAA Business Associate Agreement

For any notice or notification required by or provided pursuant to this Agreement, notice or notification should be sent to:

To Independence:
QCC Insurance Company and/or
Keystone Health Plan East, Inc.
1901 Market Street
Philadelphia, PA 19103
Att: Privacy Officer

To Group: _____
Name: _____
Title: _____
Address: _____

--- End of Exhibit C, Business Associate Agreement ---

SECTION VI — Spending Account agreement authorization

Please complete and sign Section VI and return. By signing this application, I accept the terms and conditions of the Agreement and its Exhibits/ Appendices and represent that I have the full authority to bind the company identified below.

Signature			
Print Name		Date	
Signature			
Relationship to Client:	Client	Producer/Consultant	Other