

SPENDING ACCOUNT REIMBURSEMENT SERVICE AGREEMENT

(For Health-Related Services – Health Savings Accounts: Insured Accounts)

General Terms and Conditions

This agreement (Agreement) is made between **Independence Blue Cross (“IBC”)** (as defined below) and **[Insert Legal Company Name]** (Group) (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 IBC furnish certain programs and/or services more fully described in Exhibits hereto (collectively, the Service[s]); and

WHEREAS, IBC 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 **[Insert plan renewal date Month, dd, yyyy]** (Effective Date), and each of the Services shall be effective as of the date(s) set forth in applicable Exhibits/Appendices hereto (Service Effective Date).

b. Definitions

1. Except as otherwise provided in this Agreement (and applicable Exhibits), initially capitalized terms shall have the meanings assigned to each under the Employee Retirement Income Security Act of 1974, as amended (ERISA) and the Health Insurance Portability and Accountability Act of 1996 (HIPAA); inclusive of each law’s implementing regulations.
2. “Application” means either (a) the form application completed by Group for purposes of providing spending account Services under this Agreement or (b) agreed-upon terms regarding spending account Services provided herein established in connection with the initiation or renewal of Group’s Benefits Contract with IBC.
3. “Benefits Contract” means the group medical insurance contract agreement between IBC and the Group for group health plan benefits.
4. “Vendor” means a party that has contracted with IBC to perform functions and/or services in the administration of this Agreement. IBC has contracted with Highmark Inc., to provide certain administrative services, including, but not limited to, enrollment, billing, customer service, claims processing, and reporting to the Group under this Agreement.
5. “Independence Blue Cross means IBC or any affiliate or subsidiary of IBC 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 IBC Confidential and Proprietary Information (as defined below) and use the IBC Confidential and Proprietary Information for Group’s internal purposes only. Group shall not disclose or otherwise provide the IBC Confidential and Proprietary Information to any third party not covered by the terms of this Agreement without the express written consent of IBC.
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, IBC reserves the right, in its sole discretion, to cancel the Service. Payment of any outstanding amounts due and owing shall be accelerated, and payment in full shall be due immediately, unless otherwise agreed to in writing by the Parties.

d. Administrative Fees and Qualified Expense Reimbursements

1. IBC will invoice Group for the Administrative fees and expenses, if any, and for qualified expense reimbursements in accordance with each Exhibit/Appendix hereto.
2. Should any change in law or regulations occur that requires IBC to change the manner or type of Services being performed hereunder, then IBC 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**

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

f. **Late Payments**

Failure to pay any invoice rendered within the time prescribed shall result in the obligation to pay a late payment fee equal to two percent (2%) per month of the total amount of the invoice and may, at the sole discretion of IBC, 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**

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

i. **Data Security**

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

j. **Recordkeeping**

IBC 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 IBC.

k. **Group Responsibilities**

1. Group shall comply with each of its obligations described in this Agreement, applicable Exhibits/Appendices hereto and Applications.
2. Group shall specify to IBC which Services IBC is to provide or otherwise make available in Applications.
3. Group shall execute an Exhibit/Appendix when required for a Service IBC 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 IBC Administrative fees in the amount and manner specified in the applicable Service Selection Sheet Exhibit/Appendix, or as otherwise invoiced by IBC. Group understands that each Service has a different Administrative fee which, depending on the specific Service, may be a fee based on the number of Service Participants or a flat fee for the whole Service, regardless of the number of Service Participants. Administrative fees shall be due as specified in the appropriate Exhibits/Appendices.
5. Unless otherwise specifically delegated to and accepted by IBC, 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 IBC-approved consent or authorization by employees and/or Plan members/participants (Authorized Service). Accordingly, unless otherwise agreed to by IBC, 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 IBC 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 IBC and one or more of

Group's vendors. Group further understands and agrees that IBC 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 IBC: (A) exercised reasonable efforts in procuring the agreement; and (B) did not unreasonably withhold its consent to the terms of the agreement.

l. Accuracy and Completeness

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

m. Compliance with Laws/Protected Health Information

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

n. Confidentiality

1. Group and IBC acknowledge and agree that the terms and conditions set forth in this Agreement are confidential. Each Party shall maintain the confidentiality of the Agreement, except as necessary to carry out each Party's responsibilities hereunder and except as may be required by law or regulation.
2. The Parties hereby acknowledge, agree and stipulate that the provisions of this Agreement are made for the benefit of both Parties and shall survive expiration or termination of this Agreement, and that monetary damages would be inadequate to compensate a Party for any breach of this Agreement. The foregoing notwithstanding, in the event of such breach or threatened breach, the Parties agree and stipulate that they shall be entitled to damages to be determined at the time and based upon the facts and circumstances of the Parties at the time of said breach or threatened breach of this Agreement.
3. Except as provided above, nothing in this Section shall affect the rights of either Party to use for any purpose or to disclose to third parties any Confidential and Proprietary Information not otherwise containing Protected Health Information (PHI) received from the other Party if such information: (A) was already legally available to the public prior to receipt thereof; (B) becomes generally available to the public through no act by a Party nor through any breach of this Agreement; (C) directly corresponds to information furnished to a Party without restriction by any third party, who to the receiving Party's knowledge, has a legal and bona fide right to do so; or (D) is developed independently by the receiving Party solely through employees who have not been exposed directly or indirectly to the other Party's Confidential or Proprietary Information.
4. The Parties acknowledge that in fulfilling their obligations in connection with this Agreement, they may disclose or make available to each other statistical and other information which is commercially valuable, confidential and/or proprietary.
5. The Parties agree that all contracts, price lists, provider information, utilization data, reports, software programs, Service-related materials and communications (other than materials and communications used by either Party to promote a Service), processing techniques, procedures of operation and trade secrets; including written materials pertaining to the same, developed in whole or in part, or provided by either Party (collectively referred to herein as Confidential and Proprietary Information) shall not be disclosed to any third party, except its legal counsel, without the prior express,

written consent of the other Party and except as necessary to implement the terms of this Agreement and then only on a need-to-know basis. Nothing herein shall be construed to prohibit the disclosure of Confidential and Proprietary Information by a Party to a Service Participant in furtherance of a Service.

6. Confidential and Proprietary Information of one Party may be given to the other Party's accountant or consultant to enable them to perform their responsibilities to the Party in regard to this Agreement; provided, however, that the disclosing Party first obtain the written consent of the other Party; which, among other things, may require execution of an appropriate non-disclosure agreement.
7. Group and IBC 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 IBC shall take all reasonable steps to safeguard the other Party's Confidential and Proprietary Information and to preserve it in confidence. Group and IBC 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, IBC'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 IBC deems necessary and appropriate to comply with applicable IBC policies and procedures, laws and regulations.

o. Litigation

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

p. Assignment

IBC 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 IBC. 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 IBC.

q. Vendor

Unless otherwise stated, reference to the performance of any function, receipt of any information or payment described in this Agreement on the part of IBC 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 IBC and/or its Vendor.

r. Benefit of the Parties

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

s. Entire Agreement

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

t. Force Majeure

No failure, delay, or default in performance of any obligation of IBC 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 IBC, 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 IBC (Force Majeure Event), making it impossible, illegal, or commercially impracticable for IBC to perform its obligations under this Agreement, in whole or in part. Upon the occurrence of a Force Majeure Event, IBC shall take action to minimize

the consequences of any Force Majeure Event. If IBC relies on any of the foregoing as an excuse for failure, default or delay in performance, it shall give prompt written notice of the facts that constitute such Force Majeure Event, when it arose, and when it is expected to cease.

u. **Damages**

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

v. **Governing Law**

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

w. **Modification of Agreement**

This Agreement shall be subject to amendment, modification or termination in accordance with any provisions hereof or by signed written agreement between IBC and Group and without the consent or concurrence of employees and/or members/participants. The Parties further agree to amend this Agreement as necessary to maintain its compliance with applicable law and applicable Blue Cross Blue Shield Association policies.

x. **Severability**

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

y. **Non-waiver**

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

z. **Notices**

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

aa. **Counterparts**

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

bb. **Group Acceptance of Terms and Conditions of Agreement**

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

By the signature below, IBC agrees to be bound by the terms and conditions of this Agreement.

INDEPENDENCE BLUE CROSS

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A

SPENDING ACCOUNT REIMBURSEMENT SERVICES

1. 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. IBC 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. IBC shall in no way be deemed an insurer, underwriter or guarantor with respect to any benefits payable under the Program. IBC 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.

2. Plan Administrator

To the extent applicable, Group gives IBC 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 IBC. 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).

3. IBC Responsibilities

a. Standard of Care

- i. IBC 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 IBC makes any payment under this Agreement to an ineligible person, or if more than the correct amount is paid, IBC shall make reasonable efforts to recover any payment made to or on behalf of an ineligible person or any overpayment. However, IBC will not be required to commence litigation or hire a collection agency for any recovery. If IBC is unable to correct any such error, IBC shall notify the Group so that Group may take such corrective action as may be available to it. IBC 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 IBC whose coverage is retroactively terminated by the Group, or otherwise did not result from IBC's breach of the standard of care set forth in Section 5.a.i..
- iii. If IBC makes any payment under this Agreement that is less than the correct amount, IBC shall make a diligent effort to correct such underpayment. However, IBC will not be liable for funding of such underpayments which shall remain the sole obligation of Group to fund, unless IBC would otherwise be liable under another provision of this Agreement.

b. Adjudication

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

IBC 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 IBC normal business hours, except for public holidays.

4. 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 IBC of any material modifications to its documents that would affect IBC's administrative services at least thirty (30) days before the effective date of such modifications. IBC 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. IBC does not insure or underwrite the liability of Group under the Programs. Except for expenses specifically assumed by IBC 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 IBC as determined necessary to perform IBC'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 IBC in the time and in the manner agreed to by Group and IBC. IBC shall have no responsibility with regard to benefits paid in error due to Group's failure to timely update such information. Moreover, IBC 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

IBC shall refer to Group or its designee, for final determination, any claim for benefits or coverage that is appealed after initial rejection by IBC 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.

5. Miscellaneous

a. Termination

- i. In the event Group fails to honor a request for payment or fails to timely make payment pursuant to this Agreement, IBC, at its sole discretion, may terminate the Agreement by giving written notice to Group stating the reason for termination; provided however, that Group shall have five (5) days to cure any failure to pay an invoice for qualified expense reimbursements and seven (7) days to cure an Administrative fee payment deficiency. IBC may suspend the payment of benefit payments during any period when payment invoices remain unpaid.
- ii. Any acceptance by IBC of a claims payment or payment of administrative fees after the cure periods specified in Paragraph (i) above shall not constitute a waiver of IBC'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 IBC policies, IBC 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 IBC 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 IBC 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 IBC'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: waived
- 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 IBC 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 IBC 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

HSA Services: Effective Date 1/1/2014

IBC 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.
- Debit the designated account of Group for the amount necessary to transfer employee contributions that have been deducted by Group from the pay of each respective member/participant for transfer to and deposit 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 IBC has been provided the necessary information for the purpose of completing the said transfer.
- Group shall designate, maintain and adequately fund a bank account from which IBC shall be authorized to effect debit transactions and shall execute all required bank documents that authorize IBC to implement the debit transactions.
- Group shall provide all information that is required by IBC regarding the identification of employees enrolled in the HSA program, in the manner requested by IBC.
- Group shall use IBC Web site or other method approved in advance by IBC 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.

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

----- End of Agreement -----