



Group Application for the Acclaris, Inc. HSA Small (1 – 50) and Mid-sized (51 – 99) Customers

For use only when the Group HSA setup cannot be added or changed through ROAM.

Check all that apply: New HSA set-up 2 – 50 Small Group
 Change to existing HSA (renewal) 51 – 99 Mid-Size Group

Section I: Customer information		
Full legal name of customer	Phone number	
Address		
Customer main contact name	Customer email address	
CID Number*	HSA effective date**	HSA Renewal Date

*CID Number is required for submission. **Effective Date and Renewal Date should align with the medical plan year.

INTERNAL USE ONLY	
Customer #	Group number(s)

Section II: Plan design options		
<p>1. Eligible plans: Please select medical plan(s).</p> <p>Small Group (2-50):</p> <p><input type="checkbox"/> SEH Bronze EPO HSA Local Value \$50/\$75</p> <p><input type="checkbox"/> SEH Bronze EPO HSA Regional Preferred \$50/\$75</p> <p><input type="checkbox"/> SEH Bronze EPO HSA Tier 1 Advantage \$50/\$75</p> <p><input type="checkbox"/> SEH Bronze EPO HSA AmeriHealth Advantage \$25/\$50</p> <p><input type="checkbox"/> SEH Silver EPO HSA Local Value 80%/80%</p> <p><input type="checkbox"/> SEH Silver EPO HSA Local Value 90%/90%</p> <p><input type="checkbox"/> SEH Silver EPO HSA Regional Preferred 80%/80%</p> <p><input type="checkbox"/> SEH Silver EPO HSA Regional Preferred 90%/90%</p> <p><input type="checkbox"/> SEH Silver EPO HSA Regional Preferred 100%/100%</p> <p><input type="checkbox"/> SEH Silver EPO HSA Local Value 100%/100%</p> <p><input type="checkbox"/> SEH Gold EPO HSA National Access 90%/90%</p> <p><input type="checkbox"/> SEH Gold EPO HSA Local Value 100%/100%</p> <p><input type="checkbox"/> SEH Gold EPO HSA Regional Preferred 100%/100%</p>	<p>Large Group Standard Plans 2018</p> <p>EPO Plans</p> <p><input type="checkbox"/> EPO HSA \$1300 Ded 50% Coins w INT \$7 50% \$125 max RX</p> <p><input type="checkbox"/> EPO HSA \$1300 Ded 80% Coins w INT \$7 50% \$125 max RX</p> <p><input type="checkbox"/> EPO HSA \$1300 Ded 50% Coins w INT \$10 \$40 \$60 RX</p> <p><input type="checkbox"/> EPO HSA \$1300 Ded 80% Coins w INT \$10 \$40 \$60 RX</p> <p><input type="checkbox"/> EPO HSA \$1500 Ded 70% Coins w INT \$10 \$40 \$60 RX</p> <p><input type="checkbox"/> EPO HSA \$1500 Ded 70% Coins w INT \$7 50% \$125 max RX</p> <p><input type="checkbox"/> EPO HSA \$2,500/100% w/ \$25/\$50/\$75 Int RX</p> <p><input type="checkbox"/> EPO Advantage plans</p> <p><input type="checkbox"/> AmeriHealth Advantage Economy HSA Option</p> <p><input type="checkbox"/> Tier 1 Advantage Low HSA Option</p> <p>PPO Plans</p> <p><input type="checkbox"/> PPO HSA \$1,300 Ded 80% Coins w INT RX \$10 \$40 \$60</p> <p><input type="checkbox"/> PPO HSA \$1,300 Ded 100% Coins w INT RX \$10 \$40 \$60</p> <p><input type="checkbox"/> PPO HSA \$2000 Ded 90% Coins w INT RX \$7 \$35 \$50</p> <p><input type="checkbox"/> PPO HSA \$2500 Ded 70% Coins w INT RX \$7 \$35 \$50</p>	<p>Renewal:</p> <p><input type="checkbox"/> No change (renewals only)</p>

AmeriHealth New Jersey does not offer banking, investment, or financial services. HSA funds are maintained in accounts under custody of Acclaris Inc., a Willis Tower Watson that does not offer AmeriHealth New Jersey products or services. | Acclaris Inc., a Willis Tower Watson company is not affiliated with AmeriHealth New Jersey.

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2. Setup options: Please choose one option in each section.

Account opening: How will employees be enrolled in their HSA?

Manual enrollment — Manual enroll will require each employee enrolled in this medical group to initiate the opening of an HSA at Acclaris, Inc. through the member portal.

Auto enrollment — Auto enroll will initiate the opening of an HSA at Acclaris, Inc. for each employee enrolled in this medical group.

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

No

Yes You must complete section IV. Review the HSA Broker/Group Checklist.

Invoicing: Who will pay the monthly administrative fee?

Does not apply for groups of 2 – 50 (no monthly fee).

Charge the \$3.95 monthly fee to the employer through e-Bill (default option for mid-sized groups).

Charge the \$3.95 per account fee to the account holder (medical plan subscriber).

3. Employer spending account portal access: Will the customer make employer-directed contributions or is the customer paying a monthly administrative fee? (Either one will require employer spending account portal access.)

No Once you submit this form, no further action is required

Yes You must complete section IV. Review the HSA Broker/Group Checklist.

Section III: HSA standards

- Once deposited, HSA contributions — regardless of source — are the property of the subscriber.
- Accessing funds
 - The HSA will include a debit card designed to work at most doctor 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. There is no minimum requirement for self reimbursements by check or direct deposit.
- The subscriber is responsible for ensuring compliance with IRS guidelines regarding contribution payments with the HSA.
- If a subscriber ends enrollment in an AmeriHealth New Jersey qualified high-deductible health plan:
 - The HSA account will be moved to an Acclaris, Inc. managed HSA.
 - The subscriber will receive a new debit card and will access their account directly through Acclaris, Inc.
 - Acclaris, Inc. will begin to assess a monthly HSA fee on the account. Other member fees may also apply.

All AmeriHealth New Jersey qualified high-deductible health plans apply an aggregate family deductible (see medical plan for details).
- Further details on the HSA account are provided to the member at account opening.

Section IV: Contribution and reporting contacts

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

<input type="checkbox"/> Add	Internal company contact (please print)	Email address	Phone number
<input type="checkbox"/> Delete			
<input type="checkbox"/> Add	Internal company contact (please print)	Email address	Phone number
<input type="checkbox"/> Delete			
<input type="checkbox"/> Add	Internal company contact (please print)	Email address	Phone number
<input type="checkbox"/> Delete			

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Section V: Spending Account Reimbursement Service Agreement

General Terms and Conditions

This agreement (Agreement) is made between AmeriHealth Insurance Company of New Jersey and AmeriHealth HMO, Inc. and _____ (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 Claims Administrator furnish certain programs and/or services more fully described in Exhibits hereto (collectively, the Service[s]); and

WHEREAS, Claims Administrator 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 [Replace with effective date ex. January 1, 2014], 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 Claims Administrator.
3. "Benefits Contract" means the group medical insurance contract agreement between Claims Administrator and the Group for group health plan benefits.
4. "Vendor" means a party that has contracted with Claims Administrator to perform functions and/or services in the administration of this Agreement. Claims Administrator 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. "AmeriHealth New Jersey" means Claims Administrator or any affiliate or subsidiary of Claims Administrator 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 Claims Administrator Confidential and Proprietary Information (as defined below) and use the Claims Administrator Confidential and Proprietary Information for Group's internal purposes only. Group shall not disclose or otherwise provide the Claims Administrator Confidential and Proprietary Information to any third party not covered by the terms of this Agreement without the express written consent of Claims Administrator.
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, Claims Administrator 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. Claims Administrator 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 Claims Administrator to change the manner or type of Services being performed hereunder, then Claims Administrator 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.

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e. Payment of Invoices

Claims Administrator 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 Claims Administrator, 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

Claims Administrator 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. Claims Administrator 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 Claims Administrator information systems is subject to the terms of the eDelivery Addendum attached as an Exhibit hereto.

i. Data Security

1. Claims Administrator 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. Claims Administrator 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

Claims Administrator 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 Claims Administrator.

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 Claims Administrator which Services Claims Administrator is to provide or otherwise make available in Applications.
3. Group shall execute an Exhibit/Appendix when required for a Service Claims Administrator 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 Claims Administrator Administrative fees in the amount and manner specified in the applicable Service Selection Sheet Exhibit/Appendix, or as otherwise invoiced by Claims Administrator. 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 Claims Administrator, 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 Claims Administrator-approved consent or authorization by employees and/or Plan members/participants (Authorized Service). Accordingly, unless otherwise agreed to by Claims Administrator, 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 Claims Administrator 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 Claims Administrator and one or more of Group's vendors. Group further understands and agrees that Claims Administrator 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 Claims Administrator: (A) exercised reasonable efforts in procuring the agreement; and (B) did not unreasonably withhold its consent to the terms of the agreement.

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I. Accuracy and Completeness

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

m. Compliance with Laws/Protected Health Information

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

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6. Group and Claims Administrator 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.
7. Group and Claims Administrator shall take all reasonable steps to safeguard the other Party's Confidential and Proprietary Information and to preserve it in confidence. Group and Claims Administrator 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.
8. Notwithstanding anything in this Agreement to the contrary, Claims Administrator'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 Claims Administrator deems necessary and appropriate to comply with applicable Claims Administrator 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

Claims Administrator 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 Claims Administrator. 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 Claims Administrator.

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 Claims Administrator 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 Claims Administrator 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 Claims Administrator, 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 Claims Administrator 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 Claims Administrator, 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 Claims Administrator (Force Majeure Event), making it impossible, illegal, or commercially impracticable for Claims Administrator to perform its obligations under this Agreement, in whole or in part. Upon the occurrence of a Force Majeure Event, Claims Administrator shall take action to minimize the consequences of any Force Majeure Event. If Claims Administrator 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 Claims Administrator 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.

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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 Claims Administrator 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.

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 Claims Administrator in writing of any mistakes or discrepancies within thirty (30) days of receipt of this Agreement.

By the signature below, AmeriHealth Insurance Company of New Jersey and AmeriHealth HMO, Inc. Claims Administrator agrees to be bound by the terms and conditions of this Agreement.

AmeriHealth Insurance Company of New Jersey and AmeriHealth HMO, Inc. (internal)

By: {Market Appropriate VP}
Name:
Title:
Date:

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1. Administrative Fees/Qualified Expense Reimbursements

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

2. Payment of Invoices

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

3. 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. Claims Administrator 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. Claims Administrator shall in no way be deemed an insurer, underwriter or guarantor with respect to any benefits payable under the Program. Claims Administrator generally provides reimbursement and record keeping services only and does not assume any financial risk or obligation with respect to claims for benefits payable by Group under the Program.

4. Plan Administrator

To the extent applicable, Group gives Claims Administrator 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 Claims Administrator. To the extent applicable, Group shall be considered the "Plan Administrator" and named fiduciary of the Program for purposes of the Employee Retirement Income Security Act of 1974, as amended (ERISA).

5. Claims Administrator Responsibilities

a. Standard of Care

i. Claims Administrator 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 Claims Administrator makes any payment under this Agreement to an ineligible person, or if more than the correct amount is paid, Claims Administrator shall make reasonable efforts to recover any payment made to or on behalf of an ineligible person or any overpayment. However, Claims Administrator will not be required to commence litigation or hire a collection agency for any recovery. If Claims Administrator is unable to correct any such error, Claims Administrator shall notify the Group so that Group may take such corrective action as may be available to it. Claims Administrator 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 Claims Administrator whose coverage is retroactively terminated by the Group, or otherwise did not result from Claims Administrator's breach of the standard of care set forth in Section 5.a.i..

iii. If Claims Administrator makes any payment under this Agreement that is less than the correct amount, Claims Administrator shall make a diligent effort to correct such underpayment. However, Claims Administrator will not be liable for funding of such underpayments which shall remain the sole obligation of Group to fund, unless Claims Administrator would otherwise be liable under another provision of this Agreement.

b. Adjudication

With the exception of HSA-related Services, Claims Administrator 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. Claims Administrator 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 Claims Administrator relating to the accuracy of any Eligibility Report.

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Exhibit A: Spending Account Reimbursement Services

iii. Claims Administrator shall have no liability to Group or any Participant as a consequence of an inaccurate Eligibility Report and Claims Administrator 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

Claims Administrator 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 Claims Administrator normal business hours, except for public holidays.

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

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

7. 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, Claims Administrator, 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. Claims Administrator may suspend the payment of benefit payments during any period when payment invoices remain unpaid.

ii. Any acceptance by Claims Administrator of a claims payment or payment of administrative fees after the cure periods specified in Paragraph (i) above shall not constitute a waiver of Claims Administrator'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 Claims Administrator policies, Claims Administrator 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 Claims Administrator 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 Claims Administrator in full.

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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 Claims Administrator'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

HSA Services

Monthly Fee: HSA Fee

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 Claims Administrator 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 Claims Administrator 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 [_____]

Claims Administrator 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 Claims Administrator 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 Claims Administrator shall be authorized to effect debit transactions and shall execute all required bank documents that authorize Claims Administrator to implement the debit transactions.
- Group shall provide all information that is required by Claims Administrator regarding the identification of employees enrolled in the HSA program, in the manner requested by Claims Administrator.
- Group shall use Claims Administrator Web site or other method approved in advance by Claims Administrator 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 Claims Administrator.

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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 Claims Administrator via Claims Administrator'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 sign the "User Form" attached as an Appendix to this eDelivery Addendum acknowledging and agreeing to comply with the protections set forth in this Agreement.
- 3. Authorization/Application for Access.** Following receipt and review of this Agreement and the completed User Forms, Claims Administrator 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 Claims Administrator within three (3) days so that Claims Administrator 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 Claims Administrator has disabled that logon ID and password. If a breach or suspected breach of this provision occurs, Group or a User must notify Claims Administrator 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 Claims Administrator, 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 Claims Administrator's information systems (including Claims Administrator'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 Claims Administrator is advised of the possibility of such damages, losses or expenses.
- 7. Further Assurances.** Claims Administrator 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 Claims Administrator'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 Claims Administrator 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 Claims Administrator, 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. Claims Administrator EDI reference guides and companion documents shall apply in connection with any transaction contemplated herein.
- 11. Termination.** Claims Administrator reserves the right to terminate a User's use of eDelivery at any time with or without cause. Claims Administrator may immediately terminate a User's use of eDelivery if the User breached any agreement with Claims Administrator (including a breach of the Agreement) or Claims Administrator 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.

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eDelivery System User Form

BY SIGNING BELOW, User represents that he/she has read the eDelivery Addendum entered into by Group and Claims Administrator and agrees to be bound by its terms regarding protection of the security and confidentiality of Data. The individual whose signature appears below in Section 2 is authorized to bind the Group and verifies User's capability and responsibility.

1. User:

By:		
(Signature)	(Printed Name)	(Date)

For Enrollment: User Type: <input type="checkbox"/> Inquiry <input type="checkbox"/> Update
User Business Telephone Number:
User Business Fax Number:
User Email Address:

2. Group:

By:		
(Signature)	(Printed Name)	(Date)
Group Business Name:		

3. For internal use:

Date User's access approved:
Group ID Assigned:
User ID Assigned:
Date User's access cancelled:

Language Taglines and Nondiscrimination Notice

Language Assistance Services

Spanish: ATENCIÓN: Si habla español, cuenta con servicios de asistencia en idiomas disponibles de forma gratuita para usted. Llame al 1-800-275-2583 (TTY: 711).

Chinese: 注意: 如果您讲中文, 您可以得到免费的语言协助服务。致电 1-800-275-2583。

Korean: 안내사항: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-800-275-2583 번으로 전화하십시오.

Portuguese: ATENÇÃO: se você fala português, encontram-se disponíveis serviços gratuitos de assistência ao idioma. Ligue para 1-800-275-2583.

Gujarati: સૂચના: જો તમે ગુજરાતી બોલતા હો, તો નિ:શુલ્ક ભાષા સહાય સેવાઓ તમારા માટે ઉપલબ્ધ છે. 1-800-275-2583 કોલ કરો.

Vietnamese: LƯU Ý: Nếu bạn nói tiếng Việt, chúng tôi sẽ cung cấp dịch vụ hỗ trợ ngôn ngữ miễn phí cho bạn. Hãy gọi 1-800-275-2583.

Russian: ВНИМАНИЕ: Если вы говорите по-русски, то можете бесплатно воспользоваться услугами перевода. Тел.: 1-800-275-2583.

Polish: UWAGA: Jeżeli mówisz po polsku, możesz skorzystać z bezpłatnej pomocy językowej. Zadzwoń pod numer 1-800-275-2583.

Italian: ATTENZIONE: Se lei parla italiano, sono disponibili servizi di assistenza linguistica gratuiti. Chiamare il numero 1-800-275-2583.

Arabic: ملحوظة: إذا كنت تتحدث اللغة العربية، فإن خدمات المساعدة اللغوية متاحة لك بالمجان. اتصل برقم 1-800-275-2583.

French Creole: ATANSYON: Si w pale Kreyòl Ayisyen, gen sèvis èd pou lang ki disponib gratis pou ou. Rele 1-800-275-2583.

Tagalog: PAUNAWA: Kung nagsasalita ka ng Tagalog, magagamit mo ang mga serbisyo na tulong sa wika nang walang bayad. Tumawag sa 1-800-275-2583.

French: ATTENTION: Si vous parlez français, des services d'aide linguistique-vous sont proposés gratuitement. Appelez le 1-800-275-2583.

Pennsylvania Dutch: BASS UFF: Wann du Pennsylvania Deitsch schwetzsch, kannscht du Hilf griege in dei eegni Schprooch unni as es dich ennich eppes koschte zellt. Ruf die Nummer 1-800-275-2583.

Hindi: ध्यान दें: यदि आप हिंदी बोलते हैं तो आपके लिए मुफ्त में भाषा सहायता सेवाएं उपलब्ध हैं। कॉल करें 1-800-275-2583।

German: ACHTUNG: Wenn Sie Deutsch sprechen, können Sie kostenlos sprachliche Unterstützung anfordern. Wählen Sie 1-800-275-2583.

Japanese: 備考: 母国語が日本語の方は、言語アシスタンスサービス(無料)をご利用いただけます。1-800-275-2583へお電話ください。

Persian (Farsi):

توجه: اگر فارسی صحبت می کنید، خدمات ترجمه به صورت رایگان برای شما فراهم می باشد. با شماره 1-800-275-2583 تماس بگیرید.

Navajo: Díí baa akó nínízin: Díí saad bee yáníłti'go Diné Bizaad, saad bee áká'ánída'áwo'déé', t'áá jiik'eh. Hódííłnih kojí' 1-800-275-2583.

Urdu:

توجہ درکار ہے: اگر آپ اردو زبان بولتے ہیں، تو آپ کے لئے مفت میں زبان معاون خدمات دستیاب ہیں۔ کال کریں 1-800-275-2583

Mon-Khmer, Cambodian: សូមមេត្តាចាប់អារម្មណ៍: ប្រសិនបើអ្នកនិយាយភាសាមន-ខ្មែរ ឬភាសាខ្មែរ នោះ ជំនួយផ្នែកភាសានឹងមានផ្តល់ជូនដល់លោកអ្នកដោយឥតគិតថ្លៃ។ ទូរសព្ទទៅលេខ 1-800-275-2583។

Language Taglines and Nondiscrimination Notice

Discrimination is Against the Law

This Plan complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. This Plan does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

This Plan provides:

- Free aids and services to people with disabilities to communicate effectively with us, such as: qualified sign language interpreters, and written information in other formats (large print, audio, accessible electronic formats, other formats).
- Free language services to people whose primary language is not English, such as: qualified interpreters and information written in other languages.

If you need these services, contact our Civil Rights Coordinator. If you believe that This Plan has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with our Civil Rights Coordinator. You can file a grievance in the following ways: In person or by mail: ATTN: Civil Rights Coordinator, 1901 Market Street, Philadelphia, PA 19103, By phone: 1-888-377-3933 (TTY: 711) By fax: 215-761-0245, By email: civilrightscordinator@1901market.com. If you need help filing a grievance, our Civil Rights Coordinator is available to help you.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf> or by mail or phone at: U.S. Department of Health and Human Services, 200 Independence Avenue SW., Room 509F, HHH Building, Washington, DC 20201, 1-800-368-1019, 800-537-7697 (TDD). Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.