

# SMALL GROUP HRA APPLICATION

New Set-up     Change

PLEASE COMPLETE ALL AREAS OF THIS FORM. Please remember to fill out the small business group application (#SEF-013) along with this form for proper group setup in the Small Group HRA product AND SIGN AND DATE ON REVERSE SIDE.



An Independent Licensee of the Blue Cross and Blue Shield Association

<b>Client Name</b>	<b>Client Number (Internal Use)</b>	<b>Group Renewal Date</b>
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<b>Client Manager</b>	<b>Group Number (Internal Use)</b>
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## PLAN DESIGN OPTIONS

**(1) EMPLOYER HRA FUNDING LEVEL:**

<input type="checkbox"/> 100% of Plan Deductible <input type="checkbox"/> 75% of Plan Deductible <input type="checkbox"/> 50% of Plan Deductible <input type="checkbox"/> 25% of Plan Deductible <input type="checkbox"/> <b>No Change</b>	<p>The HRA Funding Level is the yearly maximum amount the employer will commit toward an employee's plan deductible. The HRA will only reimburse employees for incurred eligible expenses.</p>
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**(2) HRA DISTRIBUTION ORDER:**

<input type="checkbox"/> The HRA pays first <input type="checkbox"/> Employee pays first <input type="checkbox"/> Expenses are shared (can only select 50% funding level for this option) <input type="checkbox"/> <b>No Change</b>	<p>The HRA Distribution Order describes how HRA distributions are made.</p> <p>When the HRA is set up to pay first, an employee does not pay for the cost of medical expenses that apply against the deductible until the HRA balance is exhausted.</p> <p>Conversely, when the employee is set up to pay first, an employee must first pay for the cost of medical expenses until the employee obligation threshold is met. Thereafter, the HRA will reimburse eligible expenses until exhausted. The employee threshold is the difference between the HRA funding level and the medical plan deductible.</p> <p>It is also possible for the HRA to reimburse 50% of each claimed medical expense until the balance is exhausted. The employee is responsible for the other 50%. This is often popular because it shares expenses equally between the employee and the HRA.</p>
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**(3) REIMBURSEMENT METHOD:**

<input type="checkbox"/> Direct Payment to Provider <input type="checkbox"/> Payment to Member <input type="checkbox"/> <b>No Change</b>	<p>When selected, the Direct Payment to Provider option will electronically reimburse medical providers directly from the HRA account when applicable. With the Payment to Member option, reimbursements are made directly from the HRA account to the employee.</p>
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## FINANCIAL CONTACTS

Authorized Group Health Plan Designee(s) for access to Spending Account Balance Reporting Information at an individual account level. You can list up to seven (7) additional contacts not including the signer of this Group Set-Up Form. ***This form does not permit third party access to this information or third party access into the Highmark Employer Portal.***

Internal Client Contact (please print)	E-mail Address (please print)	Phone Number
<input type="checkbox"/> Add <input type="checkbox"/> Delete		(    )
<input type="checkbox"/> Add <input type="checkbox"/> Delete		
<input type="checkbox"/> Add <input type="checkbox"/> Delete		
<input type="checkbox"/> Add <input type="checkbox"/> Delete		
<input type="checkbox"/> Add <input type="checkbox"/> Delete		
<input type="checkbox"/> Add <input type="checkbox"/> Delete		

You must complete an Internet Portal User Request (DCF) form to obtain a login ID to the Highmark Employer Portal ([www.highmarkbcbs.com](http://www.highmarkbcbs.com)) to view Spending Account billing and reports. You will then need to establish payment instructions by logging in and clicking the "billing" tab in the Highmark Employer Portal. For more information on the Highmark Employer Portal, please contact your Producer/Agent or your Highmark Client Manager.

## RESTRICTIONS FOR SELF-EMPLOYED INDIVIDUALS

Self-employed individuals (sole proprietors, partners, and more-than-2% shareholders of a subchapter S corporation) cannot receive tax-free contributions into a HRA. Please consult your tax professional concerning your specific situation.

## BUSINESS ASSOCIATE TERMS

The HRA will be subject to privacy standards (Privacy Rule) established under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). In its role as administrator, Highmark Blue Cross Blue Shield (Highmark) will serve as a "business associate" of the HRA as that term is defined in the Privacy Rule. Accordingly, the following business associate agreement (BAA) will apply upon acceptance of this application:

A. Highmark is permitted or required to Use or Disclose Protected Health Information (PHI) it creates for, or receives from, the company identified below (Plan Sponsor/company) or Company's HRA (Plan) only as follows:

1. Use, Disclose, create or receive PHI in furtherance of its duties and responsibilities under the HRA Administration Agreement between Highmark and Company (Agreement), and consistent with the Privacy Rule and the Health Information Technology for Economic and Reinvestment Act of 2009 (the "HITECH Act") and any implementing regulations.

2. Perform Data Aggregation services as defined in the Privacy Rule, subject to any limitations imposed by the Agreement and the Privacy Rule.

3. Use PHI: (a) as necessary for Highmark's proper management and administration; and, (b) to carry out Highmark's legal responsibilities.

4. Disclose PHI for Highmark's proper management and administration or to carry out Highmark's legal responsibilities, but only if the following conditions are met: (a) the Disclosure is Required by Law; or (b) Highmark obtains reasonable assurances, from any person or organization to which Highmark will Disclose such PHI that the person or organization will:

(i) hold such PHI in confidence and Use or further Disclose it only for the purpose for which Highmark Disclosed it to the person or organization or as Required by Law; and, (ii) notify Highmark (who will in turn notify Plan) of any instance of which the person or organization becomes aware in which the confidentiality of such PHI was breached.

5. Highmark may make any Use and/or Disclosure of PHI permitted under 45 C.F.R. §§ 164.506, 164.508 and 164.510, as well as under Highmark's Notice of Privacy Practices (NPP).

6. Highmark may de-identify any and all PHI provided that the de-identification conforms to the requirements of 45 C.F.R. §164.514(b).

7. Highmark will apply policies and procedures intended to assure that it will Use, Disclose, or request only the minimum necessary amount of PHI to accomplish the intended purpose as required under 45 C.F.R. §§ 164.502(b) and 164.514(d), and will use a Limited Data Set, as defined by the Privacy Rule, if applicable.

B. Highmark shall require any of its agents or subcontractors to provide reasonable assurance, evidenced by written contract, that the agent or subcontractor will comply with the same privacy and security obligations as Highmark with respect to PHI of Plan.

C. Highmark will promptly report to Plan any Use or Disclosure of PHI not permitted by this BAA or in violation of the Privacy Rule when Highmark learns of such non-permitted Use or Disclosure. In addition, Highmark will report any "Breach" of "Unsecured Protected Health Information" (as these terms are defined by the HITECH Act) following discovery and without reasonable delay, but in no event later than thirty (30) days. Highmark will cooperate with the Plan in investigating the Breach and in meeting the Plan's obligations under the HITECH Act and any other applicable security breach notification laws. Any such report shall include the identification (if known) of each individual whose Unsecured PHI has been, or is reasonably believed by Highmark to have been,

accessed, acquired or disclosed during such Breach. Highmark's report to Plan will at least: (1) Identify the nature of the non-permitted access, use or disclosure, including the date of the event and the date of discovery of the Breach; (2) Identify the PHI accessed, used or disclosed (e.g., full name, Social Security number, date of birth, etc.); (3) Identify who made the non-permitted use or disclosure and who received the non-permitted disclosure; (4) Identify what corrective action Highmark took or will take to prevent further non-permitted access, uses or disclosures; and (5) Identify what Highmark did or will do to mitigate any deleterious effect of the non-permitted access, use or disclosure.

D. If Highmark conducts on behalf of Plan communications that are required to meet the transaction standards as set forth in "Transactions Rule" at 45 C.F.R. Part 162, Highmark will comply, and will require any subcontractor or agent involved with the conduct of such transaction standards to comply with each applicable requirement of the Transactions Rule. The parties agree that applicable Highmark EDI reference guides and companion documents shall apply in connection with any transaction contemplated herein.

E. Highmark will develop, implement, maintain and use reasonable and appropriate administrative, technical and physical safeguards to preserve the integrity, confidentiality and availability of PHI, and to prevent non-permitted Use or Disclosure of PHI. In furtherance thereof Highmark shall:

1. Established safeguards shall be consistent with applicable requirements of the Security Rule (45 C.F.R. Part 164, Subpart C) pertaining to the security of electronic PHI (EPHI) and as required by the HITECH Act. Highmark also shall develop and implement policies and procedures and maintain documentation of such policies and procedures to assure compliance with the Security Rule standards as required by the HITECH Act;

2. Ensure that any agent, including a subcontractor, to whom it provides EPHI agrees to implement reasonable and appropriate safeguards to protect it; and

3. Report any Security Incident of which it becomes aware to the Plan. For purposes of this paragraph a reportable Security Incident shall be any Security Incident (as defined in 45 C.F.R. § 164.304) that Highmark reasonably determines to be a threat or hazard to the security or integrity of the Plan's EPHI.

F. Administration of Individual Rights.

1. Upon Plan's written request, or the direct request of an Individual, Highmark will provide access to PHI about an Individual in Highmark's custody or control contained in a Designated Record Set, so that Plan may meet its access obligations under 45 C.F.R. § 164.524. Such access shall be provided in a time and manner consistent with Highmark's procedures for access, which Business Associate hereby represents comply with the requirements of 45 C.F.R. § 164.524 and, where applicable, the HITECH Act. All fees related to this access shall be borne by the Individual, as determined by Highmark in accordance with 45 C.F.R. § 164.524.

2. Upon Plan's written request, or the direct request of an Individual, Highmark will, on behalf of Plan, amend PHI as required by 45 C.F.R. § 164.526 on Plan's behalf. Highmark will amend such PHI according to its own procedures for such amendment, which procedures Highmark represents comply with applicable requirements of 45 C.F.R. § 164.526.

3. Highmark agrees to record each Disclosure, not excepted from Disclosure accounting under 45 C.F.R. § 164.528(a)(1) in accordance with the requirements of 45 C.F.R. § 164.528(b). Upon Plan's written request or the direct request of an

Individual, Highmark will, on behalf of Plan, provide a Disclosure accounting in accordance with its own procedures for Disclosure accounting, which Highmark represents comply with 45 C.F.R. § 164.528 and, where applicable, the HITECH Act.

4. To the extent that communications are within the control of Highmark, Highmark will, on behalf of Plan, evaluate and determine whether to grant requests for restrictions and confidential communications in connection with the Use or Disclosure of PHI within the custody and control of Highmark pursuant to 45 C.F.R. § 164.522. Highmark will evaluate and determine whether to grant such requests according to its own procedures for such requests, and shall implement such appropriate operational steps as required by its own procedures. Highmark represents that its procedures for evaluation and determination regarding such requests comply with the requirements of 45 C.F.R. § 164.522.

G. Highmark will make its internal practices, books, and records relating to its Use and Disclosure of PHI available to the U.S. Department of Health and Human Services in a time and manner designated by that agency for the purpose of determining Plan's compliance with the Privacy Rule and the Security Rule.

H. Unless otherwise directed by Plan, Highmark will distribute its NPP to each Individual enrolled in the Plan at the time of the distribution.

Thereafter, Highmark shall distribute its NPP to each new enrolled Individual, and any material revisions to its NPP to all Individuals in accordance with its policies and procedures. Highmark represents that its policies and procedures regarding the distribution of the NPP comply with 45 C.F.R. § 164.520. The practices and procedures set forth in Highmark's NPP will apply to all PHI within the custody and control of Highmark.

I. The Plan shall be responsible for the preparation and distribution of its NPP as required by the Privacy Rule. If requested, Highmark shall provide The Plan with its NPP that the Plan may use as the basis for its own NPP.

J. Except as specifically agreed upon by Highmark and Plan Sponsor in compliance with the Privacy Rule, all Disclosures of PHI by Highmark pursuant to this BAA shall be made to the designated Plan representatives, except for disclosures related to enrollment or disenrollment in the Plan. The Plan may modify the list of designated Plan representatives from time to time by written notice to Highmark.

K. Upon Plan Sponsor's written request for the purpose either (i) to obtain premium bids for providing health insurance coverage under the Plan, or (ii) to modify, amend, or terminate the Plan, Highmark is authorized to provide Summary Health Information regarding Individuals enrolled in Plan to Plan Sponsor.

L. Plan will not Disclose any PHI to Plan Sponsor unless the Plan has first ensured: (i) that its Plan Document has been amended as required by 45 C.F.R. § 164.504(f)(2), and (ii) that the Plan Sponsor has delivered the certification required by 45 C.F.R. § 164.504(f)(2)(ii). If the Plan should require Highmark to Disclose PHI directly to the Plan Sponsor, Plan shall authorize such disclosure by written instruction, accompanied by the Plan Sponsor's certification required by 45 C.F.R. § 164.504(f)(2)(ii). Highmark may rely on Plan Sponsor's certification and the Plan's written instruction, and will have no obligation to verify that the Plan documents have been amended to comply with 45 C.F.R. § 164.504(f)(2) or that Plan Sponsor is complying with such amendments.

M. Subject to the terms of the Agreement and Highmark policies and procedures, the Plan may request in writing that Highmark Disclose PHI to certain designated third-party business associates of the Plan solely for the purpose of carrying out and assisting in Plan administration activities ("Designated

## BUSINESS ASSOCIATE TERMS (continued)

- Recipients"). Any Disclosure to a Designated Recipient contemplated herein shall be subject to the terms of a protective agreement.
- N. The term of this BAA shall be coextensive with the term of the Agreement.
- O. Plan Sponsor shall have the right to terminate the Agreement if Highmark, by pattern or practice, materially breaches any provision of this BAA. Before terminating under this Section, Plan Sponsor shall provide Highmark with an opportunity to cure any identified breach. If efforts to cure are unsuccessful, as determined by Plan Sponsor, in its reasonable discretion, Plan Sponsor shall terminate the Agreement and this BAA, as soon as administratively feasible.
- P. Upon cancellation, termination, expiration or other conclusion of the Agreement (Termination), Highmark will, if feasible and lawful, return to the Plan or destroy all PHI, in whatever form or medium, then held by Highmark. Highmark will complete such return or destruction as promptly as practical after the effective date of the Termination.
- Q. Plan acknowledges that certain information may not feasibly be returned or destroyed, including, but not limited to, de-identified data, data used for Data Aggregation purposes, and data subject to regulatory data retention requirements. Accordingly, upon Termination, Highmark will identify to the Plan any PHI that cannot feasibly or lawfully be returned to the Plan or destroyed. After Termination, Highmark will continue to protect such information as required by this BAA and limit its further Use or Disclosure of such information to those purposes that make its return or destruction infeasible.
- R. Highmark's obligation to protect the privacy of PHI that cannot feasibly or lawfully be returned or destroyed will survive Termination for as long as Highmark retains any PHI governed by this BAA.
- S. The parties acknowledge that federal rules relating to HIPAA are evolving (New HIPAA Rules) and, thus, may require amendment to this BAA to ensure continuing compliance. The parties agree to amend this BAA to add terms, conditions or assurances required by any New HIPAA Rule. Should the parties fail to adopt amendments by the effective date of any New HIPAA Rule, this BAA will be deemed to automatically be amended on such effective date to require both parties to comply with the requirements of such New HIPAA Rule.
- T. The provisions of this BAA will override and control any conflicting provision of the Agreement. All non-conflicting provisions of the Agreement will remain in full force and effect.
- U. Capitalized terms used in this BAA, unless otherwise defined herein, have the meanings ascribed to them under HIPAA and the HITECH Act and any accompanying regulations. For purposes of this BAA, the term "individual" shall include an Individual's personal representative. In the event of ambiguity, this BAA shall be interpreted so as to make all activities conducted hereunder compliant with the Privacy Rule and any applicable state law or regulation governing the privacy of Individuals' health information. Reference to "Highmark" herein shall be construed to mean Highmark Inc. or any affiliate of Highmark Inc. that may succeed to the responsibilities of Highmark Inc. under the governing services agreement.
- V. Unless otherwise provided under the HITECH Act, all documentation that is required by this BAA or by the Privacy Rule will be retained by Highmark for six (6) years from the date of creation or when it was last in effect, or for such longer period as may be required by any applicable law.
- eDelivery Terms**
1. In General. "eDelivery" means a service allowing for the electronic presentation and retrieval of reports and other agreed-upon data, and may include the ability to electronically view and pay bills owed to Highmark via Highmark's System (known as "eBill").
  2. Users of eDelivery. Unless Highmark is otherwise agreed, the signer of this application and the employees listed as the financial contact will be deemed to be "Users" of eDelivery. Users will be required to complete an application for access and/or other required User form(s) before obtaining a User ID and password.
  3. Logon IDs and Passwords. Each User shall not disclose or otherwise make logon IDs or passwords available to any third party. If a User ceases to be a User for any reason, including termination from employment or contractual obligation, or the User otherwise discloses his or her intent to resign, Client shall notify Highmark within three (3) days so that Highmark can disable the applicable logon ID and password. Client and Plan are responsible for any breaches of security relating to use of any User's logon ID and password until Highmark has disabled that logon ID and password. If a breach or suspected breach of this provision occurs, Client or a User must notify Highmark immediately by telephone.
  4. Security. Client and Plan shall maintain reasonable and appropriate security procedures to prevent unauthorized access to Data in their office(s) or system(s). Further, and to the extent applicable, such procedures shall comply with the Privacy and Security Rules and any other applicable rule governing data imposed by state or federal laws and regulations.
  5. Liability. Client, Plan and Agents agree that Highmark, its affiliates, employees officers or directors, suppliers and licensors shall not be liable for any direct, indirect, special, incidental, consequential or punitive damages, losses or expenses arising out of eDelivery, any use or the inability to use Highmark's information systems (including Highmark'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 Highmark is advised of the possibility of such damages, losses or expenses.
6. Further Assurances. Highmark may require Client to make further amendment to this eDelivery Addendum as necessary to keep the eDelivery service compliant with applicable laws and regulations. By its execution of the User Form, each User automatically agrees to be bound by any such amendment.
  7. Intellectual Property Restrictions. Nothing within any of the material and content of the eDelivery service shall be construed as conferring any license under Highmark's or any third party's intellectual property rights, whether by estoppel, implication, waiver or otherwise. Except as expressly provided to the contrary, Client, Plan and Agents agree not to modify, alter, or deface any trademarks, service marks, or other intellectual property of Highmark made available through the eDelivery service. Client, Plan and Agents further agree not to (i) use any of the trademarks, service marks or other content accessible through the eDelivery service by Highmark, or (ii) adapt, translate, modify, decompile, disassemble, or reverse engineer the eDelivery service or any software or programs used in connection with the eDelivery service.
  8. Confidentiality. Each User shall comply with the confidentiality provisions of the Agreement and shall likewise apply to this eDelivery Addendum as if fully set forth herein.
  9. Standard Transactions. To the extent applicable, each User shall comply with the requirements of the Transactions Rule. Highmark EDI reference guides and companion documents shall apply in connection with any transaction contemplated herein.
  10. Termination. Highmark reserves the right to terminate a User's use of eDelivery at any time with or without cause. Highmark may immediately terminate a User's use of eDelivery if the User breached any agreement with Highmark (including a breach of the Agreement) or Highmark 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.
  11. References. Reference to "Highmark" herein shall be construed to mean Highmark Inc. or any affiliate of Highmark Inc. that may succeed to the responsibilities of Highmark Inc. under the terms of the governing services agreement.

**By signing this application, I represent that I have the full authority to bind the company identified below.\***

NAME (Please print)

SIGNATURE

COMPANY

TITLE

DATE

E-MAIL ADDRESS

\* Unless Highmark is otherwise instructed, the signer of this application and the employee(s) listed as the Financial Contact(s) will be deemed to be the authorized representatives of the HRA (group health plan) for purposes of receiving individual account balance report information.