INTERNET ELIGIBILITY AGREEMENT

between

ANTHEM BLUE CROSS
AND
ANTHEM BLUE CROSS LIFE AND HEALTH INSURANCE COMPANY

(the Company)
and

[GROUP NUMBER & NAME]

(the Group)

SECTION I: BASIC FACTS

Group Benefit Agreement and or Policy currently in effect between the Group and the Company is subject to the Internet Eligibility provisions of this endorsement.

Effective date user is authorized , The Internet Eligibility provisions are made a part of the Contract(s). All other provisions of the Contract(s), which are not inconsistent with this endorsement, remain in effect.

With respect to the Internet Eligibility provisions, the Contract Year will begin on the effective date of this endorsement and will end upon termination of the Group Benefit Agreement and or Policy or this endorsement.

SECTION II: PRINCIPAL RESOLUTION

Access to the Company's Internet Eligibility website will be provided to the Group in order to allow inquiry and/or updates to the Company's Membership System (the System). The Group will, at its own expense, maintain appropriate hardware and software to support the Internet Eligibility process and Internet access.

In the event the Group wishes to use the services of a third party to act on behalf of the Group, a written request must be submitted to the Company. The third party will administer and maintain the Internet Eligibility in accordance with the provisions of this endorsement and the Group shall be responsible for the performance and activities of the third party. The Group must obtain the Company's approval in writing. Approval of a third party shall be at the sole and absolute discretion of the Company. The use of a third party (other than a bona fide employee of the Group) for the performance of these Internet Eligibility provisions, without the prior written consent and approval of the Company, is a material breach hereof and in violation of the HIPAA Privacy Protection laws.

SECTION III: RESPONSIBILITIES AND RIGHTS OF COMPANY

A. Account IDs. The Company will provide the Group with written procedures required to establish and maintain account IDs for its authorized users. The Company will provide a new account ID following notification in writing by the Group of such need and the reason for the request (such as a change in an authorized user).

B. Certification of Dependent Eligibility. The Company will make reasonable efforts to certify or recertify the eligibility of over age dependents by mailing a request for certification or recertification to the subscriber/member to the home address on file with the Company of the subscriber/member. If recertification is not received from either the employee or the Group regarding these dependents, coverage for such dependents will be automatically cancelled on the first day of the month following the applicable birth date. Notification of such terminations is provided on the Group's monthly billing statement.

C. Right to Withdraw Access to Internet Eligibility. The Company reserves the right to withdraw access to the Internet Eligibility at any time. Internet Eligibility rights are the sole property of the Company.

D. Right to Audit. The Company reserves the right to inspect and audit the records of the Group relating to the Internet Eligibility process at any time.

SECTION IV: RESPONSIBILITIES OF THE GROUP

A. Establishment and Retention of Membership Information. The Group will provide for the establishment and ongoing retention of supporting membership information. This will include the handling of ongoing additions, deletions and changes in a timely manner. The Group will be responsible for retaining in auditable form of complete eligibility documentation, including, but not limited to, completed and signed enrollment forms, change of coverage forms, any written correspondence related to the eligibility and declination forms. The Group must procure the Company's prior approval of any nonstandard forms to be used in obtaining eligibility information. In addition, the Group warrants that it will obtain and retain signed and legally valid authorizationand release forms, in a form acceptable to Company, from each employee as as necessary and appropriate. The Group will furnish to the Company, immediately upon the Company's demand and at no expense to the Company, copies of such forms, authorizations and correspondence. Eligibility guidelines, based upon criteria set forth in the Contract(s), must be adhered to by the Group. Further detail regarding the eligibility process is contained in the Group Administrator's Manual. The Group is responsible for the accuracy of data entered into the System by its authorized users.

If life insurance is included in the Policy, the Group is responsible for maintaining current beneficiary information, providing satisfactory Evidence of Insurability to Company when required (for Late Enrollments and amounts in excess of the Guarantee Issue Limit), and comparing benefit amounts based on job title, salary or other criteria with the amounts in the certificate attached to the Contract. ***This should be used only when the group carries life coverage.***

B. Confidentiality. The Group is responsible for all actions of its employees, or anyone else acting on behalf of the Group, for ensuring data security including appropriate hardware in connection with the performance of these Internet Eligibility provisions. As between the Company and the Group, the Group acknowleges that it is solely responsible for ensuring proper access to the applications by its employees. The Company utilizes password protection for all applications accessible through the employer portal and requires password changes regularly. Although the Company provides this protection, the parties acknowledge that the Company shall not in any way be responsible for the Group's obligation to ensure proper access (including the suspension and/or termination of an individual's access).The Group agrees that employees of the Group, or any third party acting on behalf of the Group, receiving account IDs will adhere to the following methods of operation:

1. User ID's and/or passwords will not be revealed by the authorized user to any other individual(s).

2. Only the user ID and password assigned and authorized will be used.

3. The Group must notify the Company immediately if an authorized user's employment is terminated, area of responsibility changes or if access is revoked.

4. The Company's system access will be used for authorized and appropriate business only. Use of available data and functionality will not be utilized for any other purpose.

5. Authorized users with the Company's system access will not attempt to access production and/or other secured data for which they have not been given prior approval.

6. The Company's system access will be used only in strict accordance with written procedures established by the Company.

Violation of this policy will result in the suspension of the Group's account ID and may include legal action by the Company. The Group will be responsible to the Company for any loss or damage suffered by the Company as a result of any default of the Group under these Internet Eligibility provisions.

C. Payment of Prepaid/Premium Charges. The Group will pay the billed total prepaid/premium charges on a timely basis in accordance with, and subject to, the terms and conditions specified in the Contract(s). The total due includes the charges for member eligibility changes processed during the billing period. Any failure of a third party acting on behalf of the Group to process membership information on a timely basis shall not relieve the Group of its obligation to make the required payments of prepaid/premium charges when due, and shall not prevent the Company from initiating cancellation procedures with regard to the Contract(s) or the Internet Eligibility endorsement thereof.

SECTION V: MAINTENANCE OF RECORDS

The Group is responsible for keeping records relating to the Contract(s) during the time the Contract(s) remains in force and seven years thereafter or any longer period of time required by law. These records include, but are not limited to enrollment forms, change of coverage forms, declination forms, Beneficiary Designation Forms (for Life Products, if any) and correspondence relating to eligibility transactions. Such records shall be available during normal business hours for inspection by the Company, its authorized representative, or a duly authorized and properly identified governmental authority.

SECTION VI: INDEMNIFICATION

A. Indemnification. The Group agrees to indemnify and hold the Company harmless against any claim, demand, loss, lawsuit, settlement, judgment, other liability, and all related expenses which may accrue, arising from or related to the Group's failure to provide timely, accurate and complete eligibility information in accordance with this "Internet Eligibility" provision, or the Group's failure to obtain and retain adequate authorizations required by the Company. If the Company is required to provide coverage because of the Group's failure to fully and faithfully perform under this provision, in addition to any other remedy the Company may have against the Group for such failure, the Group will, at the Company's option, pay all prepaid/premium charges due for such coverage or reimburse the Company for all claims paid as a result of the Group's failure.

B. Indemnity May Include, but not limited to: Damages, costs, expenses, and reasonable attorneys' fees.

C. Termination of this Endorsement. Following the termination of this endorsement, the foregoing indemnification provision will remain in effect for any claim, demand, loss, lawsuit, settlement, judgment or other liability arising from the terms of the endorsement.

The Group assumes any risk of damage or loss to its computer equipment connected to the Internet Eligiblity. The Company shall not be liable for damage or loss caused or allegedly caused by Acts of God or other causes not reasonably foreseeable and preventable by the Company. Nor is the Company liable for any damage or inconvenience caused by so-called "computer viruses" downloaded by the Group either knowingly or unknowingly.

SECTION VII: TERMINATION OF AGREEMENT

A. Either the Company or the Group may terminate this endorsement by giving written notice to the other party at least 31 days prior to the effective date of such termination.

B. The Company, at its election, may terminate this endorsement without notice due to:

1. The Group's failure to comply with the terms or conditions of this endorsement or Contract(s).

2. Enactment, amendment or construction of law or regulation of any state or other jurisdiction. This endorsement will terminate as of the date such law, regulation, amendment or construction is determined by the Company to be effective.

C. Upon termination of the Contract(s), this Internet Eligibility Agreement shall also terminate.

SECTION VIII: HIPAA

The Group acknowledges that pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) the United States Department of Health and Human Services has promulgated some, and is in the process of promulgating other, regulations, becoming effective in the future, relating to the privacy of individually identifiable health information and the security of such information when transmitted by electronic means and further that such regulations may require that contracts contemplating the collection of individually identifiable health information and/or the transmission of such information electronically include certain provisions. Therefore, the Group agrees that: (a) its activities shall comply with all such regulations

applicable, when and as they become effective; (b) this Agreement shall be interpreted to meet at least the minimum requirements of such regulations when and as they become effective; and (c) upon the request of the Company, the Group shall execute such further amendments as the Company may reasonably determine are required by such regulations.

AUTHORIZATION

Authorized officers of Company and of the Group have approved this endorsement as of its effective date.

FOR ANTHEM BLUE CROSS AND
ANTHEM BLUE CROSS LIFE AND HEALTH INSURANCE COMPANY

By: Leslie A. Margolin

Title: President, Anthem Blue Cross

By: Nancy. L. Purcell

Title: Corporate Secretary

FOR THE GROUP

Owner/Officer:

Signature: _____

By: _____

Title: _____

GROUP NUMBER _____

Authorized User:

Signature: _____

By: _____

Title: _____

Employer ☐ Broker ☐

PLEASE FAX YOUR COMPLETED FORM TO (805) 713-8482

Note: Pages 5 and 6 are required pages.

Anthem

EMPLOYER ACCESS ADMINISTRATORS

This letter is to list all authorized website administrators. Listed below is the user information:

User Name: _____
Employer ☐ **Broker** ☐

User ID: _____

Temp. Password: _____

E-Mail: _____

User Signature: _____

User Name: _____
Employer ☐ **Broker** ☐

User ID: _____

Temp. Password: _____

E-Mail: _____

User Signature: _____

User Name: _____
Employer ☐ **Broker** ☐

User ID: _____

Temp. Password: _____

E-Mail: _____

User Signature: _____

User Name: _____
Employer ☐ **Broker** ☐

User ID: _____

Temp. Password: _____

E-Mail: _____

User Signature: _____

****Please be advised that a separate Internet Eligibility Agreement must be submitted.
IDs and passwords are to be 6-12 characters containing at least 2 numbers and 2 letters.**

Should you have any questions please contact Customer Service at 800-627-8797.

TERMINATING USER ACCESS

This is to advise that _____is no longer authorized as a website administrator and should have their access terminated.

_____
Owner/Officer Signature

_____
Print Name & Title

**PLEASE FAX TO (805) 713-8482.
Note: Pages 5 and 6 are required pages.**