

## INSTRUCTIONS FOR COMPLETING THE TLC BENEFITS MANAGER SERVICES REGISTRATION FORM

1. Please read the **End User Agreement**.
2. Please print the form and complete by hand.
3. Have an authorized representative of the company sign and date the form.
4. FAX or mail the completed form to:

**Fax: (866) 993-5970**

**Mail:** Anthem Compliance/Security  
Attn: TLC Benefits Coordinator: VA1003-S142  
2015 Staples Mill Road Richmond, VA 23230

Once we have received and validated your forms, we will send all authorized users an email with their personal, unique access code and a link to Anthem.com where they will complete the registration process for Benefits Manager Services.

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## QUICK START INSTRUCTIONS

### To complete a new registration:

<b>Benefits Manager Services Only</b> (Also allows you to select Online Bill Payment ) <i>Please complete sections:</i>	<b>Benefit Manager Services with Online Enrollment Feature</b> <i>Please complete sections:</i>
<ul style="list-style-type: none"><li>• 1 – 3</li><li>• 5</li></ul>	<ul style="list-style-type: none"><li>• 1 – 3</li><li>• 5</li></ul>

### To make changes to an existing account:

<b>Change address, add/delete/change users/add bill payment</b> <i>Please complete sections:</i>	<b>Add access to Online Enrollment feature</b> <i>Please complete sections:</i>
<ul style="list-style-type: none"><li>• 1 -2</li><li>• 3 or 4 (as needed)</li><li>• 5</li></ul>	<ul style="list-style-type: none"><li>• 1 -2</li><li>• 3 (as needed)</li><li>• 4.2 (to add Online Enrollment Access to existing Benefits Manager Services users)</li><li>• 5</li></ul>

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## DETAILED INSTRUCTIONS

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### SECTION 1: **Required section**

#### 1. A – Registration Type (Choose only one):

- **New Registration for Benefit Manager Services** Selecting this option will allow registered users to perform basic Benefits Manager functions. These do not include the Online Enrollment and Bill Payment features. To add these features, select the appropriate options below.

##### **Additional Features**

- **Online Enrollment** – Selecting this option will grant access to authorized users to perform Online Enrollment maintenance OR submit an electronic enrollment file to Anthem. Please be sure to designate authorized users in Section 3.
- **Bill Payment** – Selecting this option will grant access to authorized users to perform Online Bill Payment on behalf of your organization. Please be sure to designate authorized users in Section 3.
- **Existing Account – Changes Only**  
Select this option if your organization already has access to Benefits Manager Services, and you are using this form to communicate any update, changes, additions or deletions to your existing Benefits Manager Services functionality and/or authorized End Users. This includes granting access to Online Enrollment feature and Online Bill Payment services to existing users. Please be sure to designate authorized users in Section 4.

**NOTE:** If your organization currently has access to Benefits Manager Services and you are seeking to add access to Online Enrollment feature, you must complete the following sections: 1. A & B, 2, 3 (as needed), 4.2 (to add Online Enrollment feature Access to existing Benefits Manager Services users), 5.

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### SECTION 2 – COMPANY INFORMATION **Required section**

#### 2. A – Company Contact Information:

Provides Anthem with information so that we can properly identify your group.

#### 2. B – Company Medical Group Number

For authorization purposes you need to supply the Medical Group Numbers associated with your Health Care Coverage through Anthem.

## SECTION 3 – ADD USERS

This section only needs to be completed by those organizations designating a new Site Administrator, or authorizing NEW users for access to Benefits Manager Services. If you need to make changes to existing users' information, delete a Site Administrator, or delete an existing user, proceed to **Section 4 – Change/Delete Users**.

**3.1 – Site Administrator Designation** In order to properly and effectively administer Benefits Manager Services, your organization must designate at least one individual who will have the responsibility and authority to serve as the Benefits Manager Services Site Administrator for the End User. The Benefits Manager Services Site Administrator(s) is automatically granted the role of a Benefits Manager Services user. You may designate multiple Site Administrators.

### Last 4 Digits of SSN

This information is required to identify users when they initially complete registration for Benefits Manager Services and when they call the Customer Solution Center for assistance.

#### Bill Payment

This checkmark box indicates that you are granting access to the Bill Payment service of Benefits Manager Services for this user.

#### Online Enrollment Access

This checkmark box indicates that you are granting access to the Online Enrollment feature of Benefits Manager Services for this user. This should **only** be selected if Section 1.A – Registration Type indicates that you are requesting **New Registration for Benefit Manager Services** with the **Online Enrollment** feature **OR** if your organization is an existing **Benefits Manager Services** End User that is adding Online Enrollment feature.

**3.2 – Add Benefits Manager Services User(s)** This section is provided so that the End User may designate authorized company representatives who should be granted access to Benefits Manager Services. These users will not be Site Administrators. To designate a user as a Site Administrator, complete **Section 3.1**.

### Last 4 Digits of SSN

This information is required to identify users when they initially complete registration for Benefits Manager Services and when they call the Customer Solution Center for assistance.

#### Online Bill Payment

This checkmark box indicates that you are granting access to the Bill Payment service of Benefits Manager Services for this user.

#### Online Enrollment Access

This checkmark box indicates that you are granting access to the Online Enrollment feature of Benefits Manager Services for this user. This should **only** be selected if Section 1.A – Registration Type indicates that you are requesting **New Registration for Benefit Manager Services** with the **Online Enrollment** feature **OR** if your organization is an existing **Benefits Manager Services** End User that is adding Online Enrollment feature.

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## SECTION 4 – CHANGE/DELETE USERS

This section is only to be completed by those organizations that have previously been granted access to Benefits Manager Services.

This section may be used to delete existing Site Administrator(s); update information for existing users; grant **Online Enrollment** and **Online Bill Payment** access to existing users; remove **Online Enrollment** and **Online Bill Payment** access from an existing user (the user will retain access to all other features of Benefits Manager Services); or delete an existing users' access to ALL Benefits Manager Services. If you need to add new users or designate a Site Administrator, return to **Section 3 – Add Users**.

### 4.1 – Delete Existing Site Administrator(s)

This section is ONLY to be used when removing an existing Site Administrator. Completing this section will remove Site Administrator privileges from an existing Site Administrator. The Site Administrator will STILL have Benefits Manager Services access. To completely remove a user's access also complete Section 4.2.

### 4.2 – Change/Delete Existing Benefits Manager Services User(s)

This section can be used to change certain information for existing Benefits Manager Users. This information includes changes to legal name, change of email address, and change of phone number.

This section can also be used to grant **Online Enrollment** and **Online Bill Payment** access to existing Benefits Manager Services users; remove **Online Enrollment** and **Online Bill Payment** access from existing Benefits Manager Services users; or delete an existing Benefits Manager Services user from the system.

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## SECTION 5 – SIGNATURE PAGE

Before this form may be submitted, a duly authorized representative of the company must sign the signature page.

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### END USER AGREEMENT:

**You must read and understand the End User Agreement before completing, signing and submitting the Registration Form. Please keep the End User Agreement for your records.**

**REGISTRATION FORM**

<p><b>SECTION 1 – REGISTRATION TYPE</b></p> <p><b>1.A – Registration Type:</b></p> <p><input type="checkbox"/> <b>New Registration for Benefits Manager Services</b>                  Select additional features:</p> <p><input type="checkbox"/> <b>Online Enrollment</b></p> <p><input type="checkbox"/> <b>Bill Payment</b> (available for all fully insured medical groups and those self funded groups that pay a level monthly premium via a membership bill.)</p> <p><input type="checkbox"/> <b>Existing Account – Changes only</b></p>			
<p><b>SECTION 2 – COMPANY INFORMATION</b></p> <p><b>2.A – Company Information</b></p>			<p><b>*Required Fields</b></p>
Company Name*		Main Phone Number* (XXX) XXX-XXXX	
Company Address*	City*	State*	Zip Code*
<p><b>2.B Provide Medical Group Numbers for this request:*</b></p>			

**SECTION 3 – ADD USERS**

This section only needs to be completed by those organizations designating a new Site Administrator, or authorizing NEW users for access to Benefits Manager Services. If you need to make changes to existing users' information, delete a Site Administrator, or delete an existing user, proceed to Section 4: Change/Delete Users.

**3.1 – Site Administrator Designation**

<b>First Name*</b>	M.I.	Last Name*	Title
Day Phone Number* (XXX) XXX-XXXX	Email Address*		Last 4 Digits of SSN*
Birth date* (MM/DD/YYYY)			
Online Bill Payment <input type="checkbox"/>		Online Enrollment <input type="checkbox"/>	
Group Number			

**Additional Site Administrator(s) (optional)**

<b>First Name*</b>	M.I.	Last Name*	Title
Day Phone Number* (XXX) XXX-XXXX	Email Address*		Last 4 Digits of SSN*
Birth date* (MM/DD/YYYY)			
Online Bill Payment <input type="checkbox"/>		Online Enrollment <input type="checkbox"/>	
Group Number			

<b>First Name*</b>	M.I.	Last Name*	Title
Day Phone Number* (XXX) XXX-XXXX	Email Address*		Last 4 Digits of SSN*
Birth date* (MM/DD/YYYY)			
Online Bill Payment <input type="checkbox"/>		Online Enrollment <input type="checkbox"/>	
Group Number			

<b>First Name*</b>	M.I.	Last Name*	Title
Day Phone Number* (XXX) XXX-XXXX	Email Address*		Last 4 Digits of SSN*
Birth date* (MM/DD/YYYY)			
Online Bill Payment <input type="checkbox"/>		Online Enrollment <input type="checkbox"/>	
Group Number			

<b>First Name*</b>	M.I.	Last Name*	Title
Day Phone Number* (XXX) XXX-XXXX	Email Address*		Last 4 Digits of SSN*
Birth date* (MM/DD/YYYY)			
Online Bill Payment <input type="checkbox"/>		Online Enrollment <input type="checkbox"/>	
Group Number			

<b>3.2 Add Benefits Manager Services User(s)</b>			
<b>First Name*</b>	M.I.	Last Name*	Title
Day Phone Number* (XXX) XXX-XXXX	Email Address*		Last 4 Digits of SSN*
Birth date* (MM/DD/YYYY)			
Online Bill Payment <input type="checkbox"/>		Online Enrollment <input type="checkbox"/>	
Group Number			
<b>First Name*</b>	M.I.	Last Name*	Title
Day Phone Number* (XXX) XXX-XXXX	Email Address*		Last 4 Digits of SSN*
Birth date* (MM/DD/YYYY)			
Online Bill Payment <input type="checkbox"/>		Online Enrollment <input type="checkbox"/>	
Group Number			
<b>First Name*</b>	M.I.	Last Name*	Title
Day Phone Number* (XXX) XXX-XXXX	Email Address*		Last 4 Digits of SSN*
Birth date* (MM/DD/YYYY)			
Online Bill Payment <input type="checkbox"/>		Online Enrollment <input type="checkbox"/>	
Group Number			
<b>First Name*</b>	M.I.	Last Name*	Title
Day Phone Number* (XXX) XXX-XXXX	Email Address*		Last 4 Digits of SSN*
Birth date* (MM/DD/YYYY)			
Online Bill Payment <input type="checkbox"/>		Online Enrollment <input type="checkbox"/>	
Group Number			

## SECTION 4 – CHANGE/DELETE USERS

This section is only to be completed by those organizations that have previously been granted access to Benefits Manager Services.

This section may be used to delete existing Site Administrator(s); update information for existing users; grant Online Enrollment and Online Bill Payment access to existing users; remove Online Enrollment and Online Bill Payment access from an existing user (the user will retain access to all other features of Benefits Manager Services); or delete an existing users' access to ALL Benefits Manager Services. If you need to add new users or designate a Site Administrator, return to Section 3 – Add Users.

### 4.1 Delete Existing Site Administrator(s)

First Name*	M.I.	Last Name	Last 4 Digits of SSN	Email Address*

### 4.2 Change/Delete Existing Benefits Manager Services User(s)

<b>First &amp; Last Name*</b>	Last 4 Digits of SSN *	Birth date*
New Last Name	New Email Address	New Day Phone Number
Online Enrollment <input type="checkbox"/> Add Access <input type="checkbox"/> Delete Access	Online Bill Payment <input type="checkbox"/> Add Access <input type="checkbox"/> Delete Access	<input type="checkbox"/> Delete User
<b>First &amp; Last Name*</b>	Last 4 Digits of SSN *	Birth date*
New Last Name	New Email Address	New Day Phone Number
Online Enrollment <input type="checkbox"/> Add Access <input type="checkbox"/> Delete Access	Online Bill Payment <input type="checkbox"/> Add Access <input type="checkbox"/> Delete Access	<input type="checkbox"/> Delete User
<b>First &amp; Last Name*</b>	Last 4 Digits of SSN *	Birth date*
New Last Name	New Email Address	New Day Phone Number
Online Enrollment <input type="checkbox"/> Add Access <input type="checkbox"/> Delete Access	Online Bill Payment <input type="checkbox"/> Add Access <input type="checkbox"/> Delete Access	<input type="checkbox"/> Delete User

**Section 5 - Authorized Company Representative Signature**

**Before this form may be submitted a duly authorized representative of the company must sign below.**

I warrant and represent that I am duly authorized by all necessary and appropriate corporate action to execute this completed form. I further represent and warrant that I have read, understand and agree that End User will comply with the End User Agreement below.

Print Name*	Title*	Day Phone Number* (XXX) XXX-XXXX
Signature*		Date*

Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans of Virginia, Inc. Anthem Blue Cross and Blue Shield and its affiliated HMOs, HealthKeepers, Inc., Peninsula Health Care, Inc. and Priority Health Care, Inc., are independent licensees of the Blue Cross and Blue Shield Association. © Registered marks Blue Cross and Blue Shield Association.

## END USER AGREEMENT

**THE SIGNATURE PAGE OF THE REGISTRATION FORM ABOVE MUST BE COMPLETED AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE END USER AND MAILED OR FAXED TO ANTHEM FOR ANTHEM'S ACCEPTANCE BEFORE THE END USER MAY USE BENEFITS MANAGER SERVICES.**

Anthem and End User agree that electronic submission of enrollment, eligibility and other transactions in lieu of paper enrollment, eligibility and other transactions will reduce paper, manual processes and time consumption, and thus is to both parties' benefit and represents sufficient consideration for this Agreement.

### Definitions of Key Words & Phrases

**Agreement** is this End User Agreement.

**User Guide** means any instructions, user manuals or the like provided to End User to assist it in using Benefit Manager Services. The User Guide is incorporated by reference as a part of this Agreement. The Agreement and User Guide are referred to collectively as the "Agreement."

**Benefits Manager Services** is an on-line application offered by Anthem that enables employers to access, transmit and receive Members' health benefits information.

**End User** is the sponsor of the Members' group health plan, who desires to use Benefits Manager Services pursuant to the terms of this Agreement.

**Members** are individuals, who are enrolled in group health plans offered or administered by Anthem, for which End User serves as the sponsor.

**Operators** are those individuals who are employees or agents of the End User, or are otherwise acting on behalf of an End User, for the purpose of accessing, transmitting and receiving health benefits information pursuant to the terms of this Agreement exclusively for one End User.

**Operator Keys** are whatever security protocol employed by Anthem that is used to identify Operators and control access to Benefits Manager Services.

**Designated Agents** are those individuals or entities accessing Benefits Manager Services for more than one End User (e.g., outsourcing firms, benefit management consultants). A Designated Agent can be an individual or it can be a processing center employing several individuals, each of whom would be considered an Operator of the Designated Agent. Designated Agents must be separately designated by each End User on whose behalf the Designated Agent is accessing Benefits Manager Services.

**Recognized Devices** are those computers under the exclusive control of the End User (and/or its Designated Agent) that meet the system specifications set forth in the Specification Sheet (Attachment 1 to this Agreement).

**Site Administrators** are those persons employed by, agents for, or otherwise acting on behalf of, the End User who are responsible for the administration of Benefits Manager Services at the End User's site. Site Administrators are also Operators.

**Anthem** refers to Anthem Health Plans of Virginia, Inc., a Virginia Corporation, d/b/a Anthem Blue Cross and Blue Shield, and Anthem's affiliates.

### An End User's Access of Benefits Manager Services is a License

Anthem grants End User a non-exclusive, non-transferable, revocable, limited-use license to access Benefits Manager Services from a Recognized Device for an End User's legitimate business purposes in the administration of its group health plan benefits provided or administered by Anthem. End User may request Benefits Manager Services access for its Operators and/or its Designated Agents, which access shall be provided and utilized in accordance with this Agreement and/or other agreements as requested by Anthem.

## Important Information about Your Employee Privacy and Confidentiality Obligations

Employee information, of any nature and in any format, along with all other sensitive or proprietary information obtained through Benefits Manager Services is confidential information (Confidential Information). End User represents and warrants that it has implemented and will enforce adequate policies and procedures to protect the confidentiality of Confidential Information as required by applicable laws, rules, and regulations. End User shall not use or disclose any information obtained from Benefits Manager Services except as expressly authorized in this Agreement or as required by applicable law. End User further represents and warrants that it shall comply with all applicable privacy and confidentiality laws, regulations and rules pertaining to the use, disclosure and transmission of information obtained through Benefits Manager Services. End User must notify Anthem immediately, and in no case more than six (6) hours after learning of, any unauthorized access to, disclosure of or use of any information obtained from Benefits Manager Services and cooperate with Anthem to regain possession of the information and mitigate any harmful effects of the unauthorized activity.

NOTICE TO END USER: Any alcohol/substance abuse information that is or has been disclosed to you is protected by Federal confidentiality rules (42 C.F.R Part 2). These Federal rules prohibit you from making further disclosure of this alcohol/substance abuse information unless further disclosure is expressly permitted by the written consent of the person to whom it pertains or as otherwise permitted by 42 C.F.R. Part 2. A GENERAL AUTHORIZATION FOR THE RELEASE OF MEDICAL OR OTHER INFORMATION IS NOT SUFFICIENT FOR THIS PURPOSE. The Federal rules restrict any use of the alcohol/substance abuse information to criminally investigate or prosecute any employee.

## End User's Responsibilities

**End User (and/or its Designated Agent)** shall restrict access to Benefits Manager Services to its authorized Operators. **End User** (and/or its Designated Agent) shall ensure that each Operator has access to only those records of the **End User** which such Operator must access for legitimate business purposes of the **End User** in serving Members. Operators shall access Benefits Manager Services solely to serve Members, and only on a need-to-know basis, in accordance with all applicable laws, rules, and regulations. **End User (and/or its Designated Agent)** shall defend, indemnify, and hold harmless Anthem and its corporate affiliates and each of their officers, directors, shareholders, agents and assigns from and against all claims, damages (including compensatory, punitive, statutory or other damages of all kinds), penalties, fines, expenses (including reasonable attorneys' fees), costs, and other liabilities arising or alleged to arise from the accuracy of information transmitted by **End User** (and/or its Designated Agent's and their respective Operators' and agents'); **End User's** (and/or its Designated Agent's and their respective Operators' and agents') acts or omissions while transmitting, receiving, storing or handling data or performing activities related to the electronic transactions covered under this Agreement, or any of their breach of any warranty, representation or other material obligation of this Agreement. This indemnification expressly includes, but is not limited to, claims by any persons whose information is electronically transmitted to or from Anthem. **End User** acknowledges that such damages could arise from and include, but are not limited to, (i) denial of access to benefits at the point of service; (ii) health problems that arise as a result of denying benefits at the point of service; (iii) denial of claims submitted by health care providers; and (iv) violations of a person's right to privacy. In addition, **End User** (and/or its Designated Agent) agrees that Anthem shall have the right to obtain equitable relief from a court of competent jurisdiction as Anthem may deem necessary or appropriate to prevent or stop any unlawful or unauthorized actions. The provisions set forth in this paragraph shall survive the termination of this Agreement. **End User** agrees to submit and receive transactions to or from Anthem only in the format and code sets specified by Anthem in the User Guide. **End User** certifies that all data transmitted hereunder is accurate and truthful. If any electronic transmission is received in an unintelligible or garbled form, the receiving party shall promptly notify the originating party (if identifiable from the received data) in a reasonable manner. If the originating party cannot be identified, no notice will be required. **End User** bears the risk of any system failures that result in failed or garbled transmissions. **End User** must resubmit any failed or garbled transmission in order for an electronic transaction to be effective. Whenever

possible, Anthem will re-queue data that was not successfully transmitted. Anthem shall not be liable for any damages or expenses resulting from erroneous or failed transmissions or lost data including, but not limited to, lost profits. **End User** agrees that it shall comply with any and all minimum system specifications that Anthem provides to it. **End User** (and/or its Designated Agent) must provide its own Internet Service connectivity and a Recognized Device meeting the specifications set forth in Attachment 1. **End User** shall be responsible for its own costs associated with preparing to effectively and reliably submit and receive electronic transactions and maintaining such capability. Anthem does not waive this provision if it chooses to furnish **End User** with complimentary software, equipment or services, and Anthem reserves the right to charge for the same. **End User** agrees that it shall adopt as its signature the electronic identification(s) that Anthem requires to be used in connection with the electronic transmission of the transaction and other data to Anthem (“Signatures”), and that such Signatures shall be relied upon by Anthem to verify that Submitter originated the transmission of the transaction to Anthem. **End User** shall be bound by the electronic transactions it transmits to Anthem pursuant to this Agreement in the same manner **End User** would be obligated and bound by a written document, to the extent such transaction contains a Signature, and shall constitute an “original” document when printed from electronic files and records established and maintained by either party in the normal course of business. **End User** agrees not to contest the validity or enforceability of documents transmitted with Signatures properly received by Anthem, under the provision of any applicable law relating to whether certain agreements are to be in writing or signed by the party to be bound thereby. **End User** expressly waives any right to object to the validity of a transaction solely on the grounds that communication between Anthem and **End User** occurred electronically. **End User** agrees that Anthem has the right to audit and confirm information submitted by **End User**, and to access all original source documents, including medical records, to the extent necessary to perform such audit or confirmation. **End User** shall maintain records regarding Members in accordance with prudent record-keeping procedures and shall comply with all applicable federal and state record keeping requirements and such other record keeping requirements as may be set forth elsewhere in this Agreement. The provisions set forth in this paragraph shall survive the termination of this Agreement. **End User** certifies that the appropriate authorization, or where applicable, appropriate signatures on behalf of Members releasing medical or other pertinent information and required certifications and re-certifications, where applicable, are on file and that the information on electronic media, is correct and complete to the best of **End User’s** knowledge. **End User** will ensure that every electronic transaction associated with a particular Member can be readily associated and identified with a source document including, without limitation, authorizations and signatures, to the extent required by law. Original source documents shall be available upon Anthem’s request. **End User** acknowledges and agrees that, as between it and Anthem, **End User** is solely responsible for any and all actions of its Site Administrators, Operators and Designated Agent(s) (and its/their Operators). **End User** must promptly notify Anthem in writing upon appointing a Designated Agent, changing its Designated Agent or upon discontinuing its use of its Designated Agent, and must supply all information requested by Anthem pursuant to such appointment, change, or discontinuance. **End User** acknowledges Operator Keys are unique to each individual Operator and agrees it must ensure proper use of all Operator Keys assigned to its Operators. Operator Keys are nontransferable. **End User** is solely responsible for ensuring that Anthem is provided with complete, accurate and current information. **End User** shall notify Anthem immediately when **End User** must change any initial Operator(s) information by completing Section 4 of a new Registration Form, signing it and submitting it to Anthem. **End User** agrees to implement and enforce policies and procedures to ensure that Operator Keys are disclosed only to the individual Operator to whom such Operator Key is assigned. **End User** also shall implement policies and procedures to ensure that no person other than Site Administrators and Operators have access to Benefits Manager Services. **End User** acknowledges and agrees that Benefits Manager Services and the written and printed materials in all media pertaining to it (Documentation) embody the proprietary and intellectual property of Anthem. Except for disclosure to Site Administrators and Operators necessary to the **End User’s** use of Benefits Manager Services, **End User** shall not disclose, sell or re-license the Documentation for any purpose. **End User** acknowledges and agrees that any unauthorized use or disclosure of Anthem’s proprietary and intellectual property would cause Anthem irreparable harm that could not be fully

remedied by monetary damages. **End User** therefore agrees that Anthem shall have the right to seek such injunctive or other equitable relief as may be necessary to prevent unauthorized or unlawful action. **End User** agrees to appoint one or more Site Administrator(s) as Anthem and **End User** mutually agree are necessary for the administration of Benefits Manager Services by **End User**. The initial Site Administrator(s) shall be specified in Section 4 of the Registration Form. **End User** shall notify Anthem immediately when **End User** must change the initial Site Administrator(s) information by completing Section 4 of Registration Form, signing it and submitting it to Anthem. **End User** agrees to provide any information regarding proposed Site Administrators reasonably requested by Anthem. **End User** represents that each Site Administrator shall have the authority to make decisions on behalf of the **End User**. **End User** shall ensure that the Site Administrator(s) notify Anthem in writing within two (2) business days to cancel an Operator Key when the Operator to whom it was assigned has been dismissed, transferred, or is otherwise no longer authorized to access Benefits Manager Services. **End User** shall implement and enforce policies and procedures to ensure that all **End User's** Benefits Manager Services transactions and all communications from **End User** to Anthem include the **End User's** appropriate group number(s). **End User** warrants and represents that at the time of entering into this Agreement, neither it nor any of its employees, contractors, subcontractors or agents are ineligible persons identified on the General Services Administrations' List of Parties Excluded from Federal Programs (available through the internet at <http://www.arnet.gov/eplis>) and the HHS/OIG List of Excluded Individuals/Entities (available through the internet at <http://www.dhhs.gov/progorg/oig>). In the event **End User** or any employees, subcontractors or agents thereof becomes an ineligible person after entering into this Agreement or otherwise fails to disclose its ineligible person status, **End User** shall have an obligation to (1) immediately notify Anthem of such ineligible person status and (2) within ten (10) days of such notice, remove such individual from responsibility for, or involvement with, the **End User's** business operations related to this Agreement. **End User** acknowledges and agrees that its Operators' use of their Anthem authorized user name and password to submit online applications and/or enrollment changes to Anthem constitutes **End User's** certification that it has either an application or equivalent written documentation on file signed by the employee, for each employee for whom **End User** submits information, confirming the information submitted, and **End User** will maintain such signed documentation for at least two (2) years. **End User** agrees to provide the signed documentation to Anthem upon request.

### **Benefits Manager Services Has No Warranties and Anthem Disclaims All Liability**

ANTHEM PROVIDES BENEFITS MANAGER SERVICES AND ALL SERVICES RENDERED IN CONNECTION WITH IT "AS IS" WITHOUT WARRANTIES OF ANY KIND. ANTHEM DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, RESPECTING ALL SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TO THE GREATEST EXTENT ALLOWED BY APPLICABLE LAW, ANTHEM EXPRESSLY DISCLAIMS ALL LIABILITY OF ANY KIND ARISING FROM OR IN CONNECTION WITH BENEFIT MANAGER SERVICES AND ALL SERVICES RENDERED IN CONNECTION WITH IT INCLUDING, WITHOUT LIMITATION, END USER'S (AND ITS DESIGNATED AGENT'S, AS APPLICABLE) USE AND/OR OPERATION OF BENEFIT MANAGER SERVICES, END USER'S (AND ITS DESIGNATED AGENT'S, AS APPLICABLE) UNAUTHORIZED ACCESS TO THE SYSTEM, AND END USER'S (AND ITS DESIGNATED AGENT'S, AS APPLICABLE) BREACH OF ANY MATERIAL OBLIGATION CONTAINED IN THIS AGREEMENT. IN NO EVENT SHALL ANTHEM BE LIABLE FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THE SERVICES PROVIDED UNDER THIS AGREEMENT, EVEN IF ANTHEM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## OTHER IMPORTANT RULES

**This Agreement** is binding upon the parties, their successors and assigns. Except as expressly authorized in this Agreement, no rights under this Agreement may be assigned and no duties may be delegated without Anthem's written consent. **Anthem** has the right to terminate Benefit Manager Services access by End User, any Operators, and/or End User's Designated Agent and its Operators immediately and without notice if any of them breaches the terms of his or her respective agreements or if necessitated by concerns for the security of Benefit Managers Services. In addition, this Agreement shall terminate automatically if End User ceases to meet the definition of End User set forth herein. Anthem may otherwise terminate this Agreement upon ten (10) days notice. Upon termination of this Agreement, all rights and licenses granted to End User hereunder shall terminate, and End User shall immediately cease submitting to Anthem the electronic transactions covered hereunder. In addition, End User shall immediately return to Anthem all software and equipment and all related Documentation (including, without limitation, the User Guide) that Anthem may have provided to End User hereunder, and End User shall certify to Anthem that End User has retained no copies of such software, equipment or Documentation. Any liabilities or obligations set forth in this Agreement that expressly survive termination or that remain to be performed or by their nature would be intended to be applicable following any such termination will survive termination of the Agreement. **This Agreement**, together with the User Guide, and all of the Schedules and Attachments thereto, which are deemed incorporated by reference herein, represents the entire agreement between End User and Anthem and supersedes all prior and contemporaneous agreements or representations between the parties regarding the subject matter hereof. In the event of a conflict between this Agreement and the User Guide or any of their respective Schedules and Attachments, this Agreement shall control, unless there is a specific statement in the conflicting document that it is intended to supersede the provisions of this Agreement. Anthem reserves the right to modify this Agreement upon fifteen (15) days notice to End User (Anthem may modify this Agreement by only the posting of modification(s) to this Agreement to the Benefit Manager Services site, although Anthem may provide notice by other means as well); however, End User may notify Anthem within the fifteen (15) day period that the modification is unacceptable, and Anthem will discontinue End User's access to Benefit Manager Services. Failure to provide Anthem with notice that any modification is unacceptable within the fifteen (15) day period will constitute End User's acceptance of the amendment. End User may not modify this Agreement unless the modification is in writing and signed by Anthem. **This Agreement** will be construed in accordance with and governed by the laws of the Commonwealth of Virginia without regard to its conflict of laws rules. All disputes arising from or relating to this Agreement shall be litigated only in the state courts in Henrico County, Virginia, or in the United States District Court for the Eastern District of Virginia, Richmond Division. **Anthem's** waiver or failure to claim breach of any provision of this Agreement will not be a waiver of a breach of any other provision or subsequent breach of the same provision. **In case** any one or more of the provisions of this Agreement shall be invalid, illegal, or unenforceable in any respect, the remaining provisions shall be construed liberally in order to effectuate the purposes hereof, and the validity, legality and enforceability of the remaining provisions shall not in any way be effected or impaired thereby. **The parties** acknowledge and agree that Signatures on documents received via facsimile or other electronic transmission shall be valid and enforceable as to the signing party to the same extent as an inked original signature.

## Becoming an End User

Information for each person who is to be assigned access to Benefits Manager Services must be submitted on the Registration Form. If at any time during the term of this Agreement the End User elects to: (a) change its Operator(s) (including hiring new employees who will be Operators or terminating one of its Operators or canceling the access of one of its Operators); (b) change any of its Site Administrator(s) information; or (iii) change its Designated Agent (including the retaining of a different Designated Agent or the cancellation of the Designated Agent), the End User must complete the applicable portions of a new Registration Form, sign it and return it to Anthem. No proposed Operator, Site Administrator or Designated Agent may access BENEFIT MANAGER SERVICES until such forms are accepted and approved by Anthem and all applicable Operator Keys are issued.