



Employer Online Services Delegation Form

Empire BlueCross BlueShield is offering Group Benefit Administrators an opportunity to delegate the administration of their accounts to their Broker of Record. The Broker of Record will perform the administrative duties assigned to him or her by the Group Benefits Administrator via Empire's secure Broker Online Services website at www.empireblue.com/employer.

Please complete this form and the Terms and Conditions Letter Agreement (the "Agreement") if you would like to permit your Broker of Record to administer your account for you. Please be sure to discuss this delegation with your broker prior to submission.

Please mail or fax this form to:

Broker Relations
15 MetroTech Center, 4th Fl.
Brooklyn, NY 11201
Fax: 1-718-312-6007

Please note: By filling out this form and the Agreement and giving your Broker of Record access to manage your account, you are not giving up your right to access your account through Employer Online Services or to administer your account.

Please check if you would like to:

- Delegate administration of your account to your Broker of Record to
 - Manage only existing sub-groups
 - Manage all existing and future sub-groups
- Delegate to your Broker of Record the ability to add/cancel users
- Change your Broker of Record's access level
- Terminate a Broker of Record's administrative rights to manage your account*

Please check all activities that you would like to delegate to your Broker of Record:

- | | | |
|--|--|--|
| <input type="checkbox"/> Basic Group Admin | <input type="checkbox"/> View Roster (2-500) | <input type="checkbox"/> View Employee Forms |
| <input type="checkbox"/> View Group Forms | <input type="checkbox"/> Basic Employee Admin | <input type="checkbox"/> Perform Demographic/Dependent Changes |
| <input type="checkbox"/> View Claims | <input type="checkbox"/> Enroll Employees and Perform Enrollment Changes | <input type="checkbox"/> Request ID Cards |
| <input type="checkbox"/> View Billing | | |

Please complete your contact information:

First Name _____ Last Name _____

Company Name _____ Base Group Number _____

Renewal Date _____ E-mail address _____ Phone number _____
(optional)

Please provide your Broker of Record's contact information:

First Name _____ Last Name _____

License Number _____ E-mail address _____ Date of Birth _____

* You will not be able to assign a new Broker of Record using this form. Please check the box only if you would like to terminate your current Broker of Record's administrative rights.

**TERMS AND CONDITIONS LETTER AGREEMENT FOR ACCESS TO THE EMPIRE
EMPLOYER ONLINE SERVICES WEBSITE**

This Terms and Conditions Letter Agreement (the "Agreement") sets forth the understandings and agreement between _____ ("the Group") and Empire HealthChoice Assurance, Inc., d/b/a Empire BlueCross BlueShield and Empire HealthChoice HMO, Inc., d/b/a Empire BlueCross BlueShield HMO (together referred to as "Empire"), to permit access to Empire's interactive Employer Online Services website ("website") for use by the Broker of Record, or an authorized designee of the Broker of Record (together referred to as "brokers"), designated by the Group, to facilitate the administration of the health benefit plan(s) (the "plan(s)") purchased by the Group from Empire pursuant to a separate Contract (the "Contract").

The Group understands and agrees that access to the website granted by Group to its designated brokers is subject to the following terms and conditions:

1. Empire shall provide those brokers designated by the Group access to the Employer Online Services website in accordance with Empire's registration procedures. The Group understands that all designated brokers must agree to the website *Terms and Conditions*.
2. The Group understands that the purpose of this website is to provide an additional medium for the Group, through its designated brokers, to carry out the certain plan administration functions as delegated by the Group, including the ability to: maintain eligibility files, process enrollment and enrollment changes for members and dependents, select and change PCPs on behalf of and at the request of a member, search for participating providers, view certain claims information on behalf of and at the request of a member, request ID cards and print temporary cards, maintain and update COB information, and view statements of account(s), access billing reports, pay and/or adjust bills, and other functions as may be added from time to time by Empire and delegated by the Group.
3. The Group is solely responsible for the accuracy and authenticity of the information submitted on the website.
4. This agreement relates solely to access by the brokers designated by the Group to the website and does not add, diminish or otherwise change the obligations of the parties, which remain subject to the Contract, any other agreements executed by the parties, the contracts of health insurance coverage issued by Empire, and Empire policies and procedures. In the event of a conflict between this agreement and any of the aforementioned, the aforementioned shall control.
5. The Group shall advise Empire, in writing, of the names and other information as requested by Empire, of its brokers who shall have website access, and shall timely notify Empire of brokers who no longer are authorized to access the website. Notice shall be sent to _____, or by facsimile at _____.
6. Any data accessed and/or provided to the Group or to its brokers on the website shall remain the property of Empire.
7. Empire is not responsible for the accuracy and completeness of records supplied to Empire by the Group, the brokers or by healthcare providers.
8. The Group and its representatives shall maintain and preserve the confidential and proprietary nature of all Empire's data to which the Group and its representatives have access. The Group shall not provide either website access, or other access to Empire's proprietary and confidential information available to the Group on the website, to any unauthorized party, or in a manner in conflict with this Agreement.
9. The Group will hold Empire, its officers, directors and agents, harmless from any loss, expense, liability, claim, lawsuit or judgement (including reasonable attorneys' fees) arising directly or indirectly out of Empire's disclosure of the Group's enrollment and/or claims information or from the Group's provision to Empire of enrollment information, or resulting from the Group's failure to abide by the terms of this Agreement.
10. The obligations undertaken herein in Paragraphs 8 and 9 above shall survive the expiration or termination of this Agreement.
11. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license, patent, copyright or any other intellectual property right of one party to the other.
12. This Agreement shall terminate:
 - a. by Empire or the Group upon five (5) business days written notice by facsimile transmission, or otherwise, or as otherwise agreed to by the parties hereto in writing;
 - b. if prohibited by any law or regulation;
 - c. six (6) months after the termination of the Contract.
13. If the Group has more than one health benefits plan under the terms of its Contract, the Group's designated brokers shall have access, if such access is delegated to the brokers, to any of its health benefits plans that may terminate during the term of the Contract, for the earlier of twenty-four (24) months after termination of the specific health benefits plan or six (6) months after the termination of the Contract.

Please sign and date this Agreement in the space provided below to confirm your agreement to these terms and conditions, and return the fully executed original at your earliest convenience.

Sincerely,



Mark Wagar,
Senior Vice President, Sales

Acknowledged and Agreed to

This _____ day of _____, 200_____

Print Name: _____

Signature: _____

Title: Group Benefits Administrator