

DEFERRED PREMIUM PAYMENT PLAN AGREEMENT

This DEFERRED PREMIUM PAYMENT PLAN AGREEMENT (the “**Agreement**”), dated as of _____, 2020 (“**Effective Date**”), is made and entered into by and between Independence Blue Cross, LLC on behalf of itself and its affiliates and subsidiaries (“**Independence**”), and _____ (“**Group**”). Independence and Group may be individually referred to as a “**Party**” and collectively as the “**Parties**.”

WHEREAS, in light of the Covid-19 pandemic and the economic impact of the pandemic on the Group, the Group has requested, and Independence agrees to provide financial assistance to the Group so that the Group can remain in business and continue to provide health insurance to their members during the pandemic;

WHEREAS, Independence agrees to provide a premium deferral of insurance premium for the Group’s April or May 2020 health plan. The April or May 2020 premium will be paid by the Group to Independence in three payments. In addition to the Group’s premium for August, September and October 2020, in each of August, September and October 2020 the Group shall pay one third of the April or May 2020 premium;

WHEREAS, Independence agrees to allow the Group to pay their premium with a credit card with no fee through July 31,2020 ; and

NOW, THEREFORE, in consideration of the conditions and terms set forth below, the Parties, intending to be legally bound, agree as follows:

1. Eligibility. As a result of the Covid-19 pandemic, the Group significantly reduced their business operations or suffered a significant revenue loss and the Group intends to remain in business during the pendency of the Covid-19 pandemic. In order to defer April 2020 premium, Group must have paid all premiums due and owing to Independence including the March 2020 premium. In order to defer May 2020 premium, Group must have paid all premiums due and owing to Independence including the April 2020 premium. Medicare Advantage premiums are not eligible for the Deferred Premium Payment Plan.
2. Remittance. Group agrees to remit the deferred premium for April or May 2020 as described Section 4 of this Agreement.
3. Premium Deferral. Group elects to defer premium for _____ (April or May 2020). For an April 2020 premium deferral, the signed Agreement must be submitted to Independence no later April 17, 2020. For a May 2020 premium deferral, the signed Agreement must be submitted to Independence no later than May 15, 2020. If the Group fails to make any of the three payments related to the deferred premium for April 2020 or May 2020, the Group waives its right to the 30-day grace period described in the Group’s insurance contract with Independence.

4. Deferred Premium Payment Process. When Independence invoices the Group, the monthly invoices will include the unpaid balance for the month of deferred premium until the balance is paid in full. The Group will pay the invoice for each of August 2020, September 2020 and October 2020 plus an additional pro rata one third share of the Group's premium for the deferred month of premium. Group must timely remit payment in full for each of the August 2020, September 2020 and October 2020 invoices. Payment in full includes payment of any disputed premium amounts and a pro rata one third share of the premium for the deferred month. The August 2020, September 2020 and October 2020 invoices will continue to include the balance for the deferred month of premium until the deferred premium is paid in full. If the Group fails to timely remit payment in full for the August 2020, September 2020 and October 2020, this Agreement shall automatically terminate as described in Section 6 of this Agreement.

5. Confidentiality. The Parties agree that the Agreement and the terms of the Agreement are confidential and shall not be disclosed by either party without the written consent of the other party. In the event of a breach of this provision, the non-breaching Party has the right to immediately terminate the Agreement.

6. Termination. The Agreement shall automatically terminate when the Group makes the third required payment to Independence on the deferred April or May 2020 premium. The Agreement shall automatically terminate if the Group fails to make any of the three required payments to Independence on the deferred April or May 2020 premium. In the event that the Agreement is terminated before the Agreement automatically terminates, any outstanding premium, including deferred premium, will be immediately due and owing to Independence.

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have executed this Agreement through their duly authorized representative as of the Effective Date.

Name of Group

Independence Blue Cross, LLC

By: _____

By: _____

Name:

Name:

Title:

Title:

Group: _____ CID: _____