



GUIDED SELF-ADMINISTRATION AGREEMENT with MSA RECIPIENT

FOR: [MSA RECIPIENT] _____

EFFECTIVE DATE OF THIS AGREEMENT: _____

This Guided Self-Administration Recipient Agreement (herein "Agreement") is between **Service Network Design LLC d/b/a InsurCard**, 881Sumneytown Pike, Lansdale, PA 19446 (herein "InsurCard"), and [Name of MSA Recipient] (herein "Recipient") , as referenced above.

Recipient's Address: _____

Recipient's SSN/EIN#: _____

Recipient's Medicare ID#: _____

Recipient's Phone#: (mobile preferred) _____

Recipient's Email Address: _____

Employer(s): Optional _____

Workers Compensation Insurer(s): Optional _____

State Jurisdiction: _____

Date(s) of Accident/Illness: _____

Date of Settlement: _____

Body Part(s) Injured: _____

Injury(s)/Illness(s): _____

ICD 10 Codes for Injury: _____

WCMSA Amount: \$ _____

WCMSA Funding (Check appropriate boxes):

Structured:

 Annuity Carrier: _____

 Initial Funding: \$ _____

 Annual Feeds: \$ _____ Commencing: _____

 Type: Life, guaranty ____ years Life only Temporary Life

Lump-Sum: \$ _____

The purpose of this Agreement is to establish an account and a relationship wherein InsurCard, and its authorized agents, will provide guided self-administration services as more fully described below to the Recipient for a Workers' Compensation Medicare Set-aside Arrangement (WCMSA) as established in approved settlement documents.

THE FOLLOWING TERMS & CONDITIONS SHALL GOVERN THE PARTIES RELATIONSHIP

1. The Recipient engages InsurCard to provide guided self-administration services through its InsurCard MSA program in accordance with applicable Medicare Set-aside guidelines, regulations or statute(s) as established by The Centers for Medicare & Medicaid Services (CMS) as may be amended by CMS from time to time and to provide Recipient with an InsurCard MSA Debit Card.
2. InsurCard agrees to act as a service provider to Recipient solely with respect to the disbursement from the WCMSA and the accounting of work-related medical services and prescriptions costs which are covered and otherwise reimbursable by Medicare.

InsurCard, as service provider, shall:

- a. Ensure that the identified settlement funds, as delineated in the settlement document(s) are deposited in a properly structured interest-bearing bank account accessible by the Recipient through use of the InsurCard MSA Debit Card.
- b. Make payments from the Recipient's InsurCard MSA Debit Card bank account for authorized injury related medical services and prescription medications on Recipient's behalf in accordance with the Official State Practitioner Fee Schedule and/or Official State Fee Schedule for Hospitals and Ambulatory Surgical Centers, if indicated above as being applicable, and in the case where a State has not adopted a fee schedule then based upon customary and usual charges.
- c. Use reasonable efforts to secure discounts on medical services and prescription medications on Recipient's behalf.
- d. Keep accurate records of the disbursements and deposits to the Recipient's WCMSA which include any interest earned on such funds and/or, in the case of a structured settlement, the initial seed amount and all applicable feeds derived from the annuity purchased to fund the WCMSA.
- e. Provide the Recipient with accurate account reporting information and attestation letters for review, revision (if necessary), signing, and filing by the Recipient with CMS based on the information available to InsurCard.
- f. Provide the Recipient a web portal with real-time information for Recipient to view fund spending and balances.
- g. Provide the Recipient with a support call center Monday-Saturday 9:00am - 5:00pm EST and interactive voice response answers for after hours and Sunday.

- 3. Recipient agrees and represents that:**
- a.** Recipient will remit or arrange for the remittance into the bank account that InsurCard (or its authorized agent) establishes in the Recipient's name an amount from the settlement funds to fully fund the WCMSA as to be in conformity with the approved settlement document(s). Bank routing information shall be provided by InsurCard to the annuity company, if the WCMSA is to be structured, or to the workers' compensation insurance carrier(s) paying the settlement funds, if the WCMSA is to be funded by lump sum. Funds will be transmitted to the designated bank account only by direct deposit unless another mutually agreed upon method, reduced to writing, has been reached between the parties.
 - b.** Recipient is solely responsible for the filing and payment of any federal, state or local taxes incurred on interest income accrued by the WCMSA and for any penalties or fees payable due to the Recipient's failure to so file and pay. Such taxes, penalties or fees shall not be deducted from the WCMSA.
 - c.** Recipient will provide InsurCard, upon request, with any necessary information that InsurCard or its authorized agent may need to prepare reports and/or pay medical services and prescription charges which are covered and otherwise reimbursable by Medicare.
 - d.** InsurCard will NOT reimburse payments made by the Recipient "out-of-pocket" except as follows: The MSA Debit Card will permit ATM withdrawals from the MSA bank account up to a maximum of \$600 per annum. At the time of annual reporting to CMS the Attestation Report, to be filed on an annual basis with CMS, will be prepared by InsurCard and sent to the Recipient and will indicate:
 - 1. Provider/Hospital medical services payments,
 - 2. Prescription Drug payments, and,
 - 3. Other Payments (for example: ATM withdrawals).It will be the Recipient's responsibility to document how the Other Payments were spent. The Attestation Report will be provided in a form that can be manually edited to document Other Payments made.
 - e.** InsurCard shall provide the Recipient, through its web portal, with a daily record of all deposits or disbursements charged to the Recipient's bank account. Recipient shall report any discrepancy as to (1) any entity paid, (2) any amount paid to an entity or (3) any deposits or disbursements posted to the WCMSA in the InsurCard portal within thirty (30) days of the transaction date.
- 4. Discounts:** Recipient acknowledges and agrees that InsurCard may receive discounts and/or placement fees from third parties in connection with the services that InsurCard provides the Recipient. These discounts and/or placement fees shall be passed to the Recipient's MSA bank account less applicable fees.
- 5. Disclaimers:** Notwithstanding anything to the contrary contained in this Guided Self-administration Cardholder Agreement, InsurCard shall not be liable for the following:
- a.** InsurCard does not provide legal, accounting, tax, or investment advice. Recipient's use of, or reliance on, any materials, documentation, and/or any communication (whether oral or in electronic form) from InsurCard to Recipient under this Guided

Self-administration Recipient Agreement or otherwise that Recipient construes or relies upon as legal, accounting, tax or investment advice shall be at the Recipient's sole risk. InsurCard assumes no responsibility for legal, accounting, tax, investment or other consequence to anyone arising from the establishment, use or administration of the WCMSA bank account and the Recipient is advised to seek the advice of his or her own attorney, accounting, tax or investment advisor.

- b. InsurCard shall not be liable for any of Recipients charges against Recipient's WCMSA bank account for any of Recipient's pre-existing charges or mismanagement of the WCMSA funds prior to the effective date of this Guided Self-administration Recipient Agreement. InsurCard is not responsible for any act, or failure to act, by InsurCard in connection with guidance provided to the Recipient's self-administration of the WCMSA bank account that is reasonable under the circumstances. InsurCard is not responsible for any act, or failure to act, of any third party including the Recipient. Insurcard shall not be liable for compliance with CMS regulations or accuracy of reporting to CMS for any transaction for which the details of the transaction are not provided by the merchant or other party to the transaction. Each party agrees to indemnify and hold the other party harmless against any claims, damages, expenses, losses (including attorney's fees) incurred by the indemnified party related to this Guided Self-administration Recipient Agreement resulting from indemnifying party's negligence.

6. Other Terms and Conditions

- a. After this Guided Self-administration Recipient Agreement has been in force for a period of 180 days, either party may terminate this Guided Self-administration Recipient Agreement upon sixty (60) days prior written notice to the other. InsurCard may also terminate this Agreement effective immediately upon notification of gross negligence or illegal activity on the part of the Recipient. Upon termination of this Agreement for any reason, InsurCard shall have no further duties, obligations or liabilities with respect to the WCMSA bank account or the guided self-administrative services provided under this Guided Self-administration Recipient Agreement other than to render to the Recipient a final accounting of any funds remaining in the WCMSA bank account and the disbursement to Recipient of such funds. It is the Recipient's responsibility to comply with CMS rules regarding depositing the funds in a properly structured interest-bearing bank account. No closure of the WCMSA bank account for any reason shall affect InsurCard's right to debit the WCMSA bank account for charges made by the Recipient for authorized medical services or prescription charges under this Guided Self-administration Recipient Agreement. As soon as practical after termination of this Guided Self-administration Recipient Agreement InsurCard shall distribute the balance of the WCMSA bank account funds to the Recipient in accordance with the terms of this Guided Self-administration Recipient Agreement.
- b. No sooner than six (6) months following the date InsurCard receives notice of

Recipient's death, including a copy of the death certificate with raised seal, InsurCard, or its authorized agent(s), shall pay any balance in the WCMSA bank account (after deduction for any medical services or prescription charges, any "Other" transactions made by Recipient, related adjustments, charge backs and any other WCMSA fees and charges which may be owing) to the designee identified in writing by the Recipient as the beneficiary(s) or to the Recipient's estate if the Recipient has not provided InsurCard with written notice of a designation of beneficiary(s). In the event that the Recipient or any other third party notifies InsurCard in writing that there is a conflict between this Guided Self-administration Recipient Agreement and the Recipient's estate planning documents or applicable law with respect to the distribution of the funds in the WCMSA bank account, InsurCard shall distribute the funds remaining in the WCMSA bank account only upon receipt of a final non-appealable judgment issued by a court of competent jurisdiction in connection with the conflict. The Recipient acknowledges and agrees that InsurCard has no obligation to resolve any conflict related to any designated beneficiary and that this obligation rests solely with the designated beneficiary(s) or Recipient's estate.

- c. Any claim or controversy involving the terms and conditions outlined in this Guided Self-administration Recipient Agreement that is not resolved by the parties shall be resolved first by mediation and then by binding arbitration in accordance with the applicable commercial arbitration rules of the American Arbitration Association. Any such mediation or arbitration shall be held in the State of Jurisdiction as outlined above. In no event may arbitration be initiated more than one year following the date the dispute arose. The arbitrators shall have no authority to award extra-contractual damages of any kind, including punitive or exemplary damages, and shall be bound by controlling law. Judgment upon an arbitration award may be entered in any court of competent jurisdiction.
- d. InsurCard may amend this Guided Self-administration Recipient Agreement at any time for changes required by law or pursuant to any CMS published guidance or regulation. InsurCard shall provide the Recipient with written notice of any such amendments.
- e. InsurCard may assign this Agreement and will notify Recipient within 60 days of Assignment.
- f. Recipient agrees that s/he shall promptly notify InsurCard of any change in residential address, telephone number or email address.

The settlement recipient acknowledges receipt of the InsurCard Enrollment Packet and consents to using the InsurCard MSA program to provide self-administrative services to assist the Recipient in the self-administration of the Recipient's Medicare Set-aside Arrangement. The Recipient has had ample time to investigate InsurCard MSA services and ask any questions prior to entering into this Agreement. The Recipient acknowledges that the InsurCard MSA program does not offer legal, financial, insurance or tax advice and the Recipient is advised to consult with her/his legal, financial or tax advisor.

The parties agree to the Terms and Conditions numbered 1-6 above and contained in this Guided Self-administration Recipient Agreement. The Recipient further attests that the information s/he has provided InsurCard in this Guided Self-administration Recipient Agreement is true and accurate as of the effective date of this Guided Self-administration Recipient Agreement and that InsurCard and its banking partner(s) may rely upon same.

Recipient

Date:

Service Network Design LLC d/b/a InsurCard

Date: