



**BlueCross BlueShield
of Tennessee**

**BLUECROSS BLUESHIELD OF TENNESSEE, INC.
BUSINESS ASSOCIATE AGREEMENT**

THIS BUSINESS ASSOCIATE AGREEMENT (this “BAA”) is by and between BlueCross BlueShield of Tennessee, Inc. (“BlueCross”) and _____ (“Vendor”). BlueCross and Vendor hereby incorporate this BAA into the agreement(s) specified on Exhibit 1 (“Service Agreement(s)”) (hereinafter and collectively, the “Agreement”) by and between BlueCross and Vendor to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as modified by the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), as implemented in the HIPAA Rules. This BAA is effective as of the earliest effective date among the agreement(s) identified on Exhibit 1 (“Effective Date”) and shall remain in effect so long as any agreement(s) identified on Exhibit 1 shall be in effect, unless otherwise terminated as provided herein.

1. Definitions. The “HIPAA Rules” mean, collectively, the Standards for Privacy of Individually Identifiable Health Information (the “Privacy Rule”), the Security Standards for the Protection of Electronic PHI (the “Security Rule”), the Notification for Breach of Unsecured Protected Health Information (the “Breach Notification Rule”), and the Enforcement Rule and the Transactions Rule all as set forth at 45 C.F.R. Parts 160, 162 and 164 and as the same may be amended from time to time. Capitalized terms used herein without definition shall have the meaning as set forth in the HIPAA Rules.
2. Privacy of Protected Health Information (“PHI”).
 - (a) *Permitted Uses and Disclosures*. Subject to the terms and conditions of this BAA, Vendor may use and disclose PHI that Vendor creates, receives, maintains or transmits for BlueCross or on BlueCross’s behalf (or another business associate of BlueCross) (collectively, “BlueCross’s PHI”) to perform functions, activities, services, and operations on behalf of BlueCross as specified in the Agreement. Vendor may not use or further disclose BlueCross’s PHI other than as permitted or required by this BAA or as Required by Law. Vendor may not use or disclose BlueCross’s PHI in a manner that will violate the Privacy Rule if done by BlueCross, except that:
 - (i) Vendor may use or disclose BlueCross’s PHI for Vendor’s proper management and administration or to carry out Vendor’s legal responsibilities, provided that, with respect to disclosure of BlueCross’s PHI, either:
 - (A) The disclosure is Required by Law; or

- (B) Vendor obtains reasonable assurances, evidenced by written contract, from any person or entity to which Vendor will disclose BlueCross's PHI that such person shall:
 - (1) Hold BlueCross's PHI in confidence and use or disclose BlueCross's PHI only for the purpose for which Vendor disclosed BlueCross's PHI to such person or as Required by Law; and
 - (2) Promptly notify Vendor (who shall in turn notify BlueCross in accordance with Section 4(a) of this BAA) of any instance of which such person becomes aware in which the confidentiality and/or security of BlueCross's PHI was breached.
- (ii) Vendor may provide Data Aggregation services relating to the Health Care Operations of BlueCross as permitted by the Agreement.
- (b) *Other Uses and Disclosures.*
 - (i) Vendor shall not de-identify BlueCross's PHI for any use or disclosure whatsoever, without the express, prior, written consent of BlueCross.
 - (ii) Vendor shall not receive remuneration in exchange for BlueCross's PHI.
 - (iii) Vendor shall not receive payment for any use or disclosure of BlueCross's PHI for Marketing purposes.
- (c) *Minimum Necessary and Limited Data Set.* Vendor's use, disclosure, access, or request of BlueCross's PHI shall utilize a Limited Data Set to the extent practicable. Otherwise, Vendor shall, in its performance of the functions, activities, services, and operations specified in Section 2(a) above, use, disclose, access, and/or request of BlueCross (or another business associate of BlueCross) only the minimum amount of BlueCross's PHI reasonably necessary to accomplish the intended purpose of the use, disclosure, access, or request. In addition, Vendor shall implement and follow appropriate minimum necessary policies in the performance of its obligations under this BAA.
- (d) *Information Safeguards.*
 - (i) Safeguards. Vendor shall develop, implement, maintain, and use appropriate safeguards to prevent the use or disclosure of BlueCross's PHI other than as provided for by this BAA. The safeguards must reasonably protect BlueCross's PHI from any intentional or unintentional use or disclosure in violation of the Privacy Rule and this BAA, and limit incidental uses or disclosures made pursuant to a use or disclosure otherwise permitted by this BAA.

- (ii) Security of BlueCross's Electronic PHI ("ePHI"). Vendor shall develop, implement, maintain, and use administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that Vendor creates, receives, maintains, or transmits on BlueCross's behalf as required by the Security Rule. Vendor also shall develop and implement policies and procedures and also meet the Security Rule documentation requirements, and otherwise comply with the applicable requirements of the Security Rule.
- (iii) Subcontractors. Vendor shall require any of its subcontractors that create, receive, maintain, or transmit BlueCross's PHI (including ePHI) on behalf of Vendor to agree in a written contract to the same restrictions and conditions that apply to Vendor with respect to BlueCross's PHI.
- (iv) Covered Entity Obligation. To the extent Vendor is to carry out an obligation of BlueCross under the Privacy Rule, Vendor shall comply with the requirements of the Privacy Rule that apply to BlueCross in the performance of such obligation.

3. Individual Rights.

- (a) *Access*. Vendor shall, within ten (10) calendar days following BlueCross's request, make available to BlueCross (or, at BlueCross's direction, to an Individual (or the Individual's personal representative)) BlueCross's PHI about an Individual in a Designated Record Set so that BlueCross may meet its access obligations under 45 C.F.R. § 164.524. Vendor shall make such information available in an electronic format where directed by BlueCross.
- (b) *Amendment*. Vendor shall, within ten (10) calendar days following BlueCross's request, make available for amendment BlueCross's PHI about an Individual in a Designated Record Set and incorporate any amendments requested by BlueCross to such BlueCross PHI so that BlueCross may meet its amendment obligations under 45 C.F.R. § 164.526.
- (c) *Disclosure Accounting*. Vendor shall, within ten (10) calendar days following BlueCross's request, make available the information required so that BlueCross may meet its accounting of disclosures obligations under 45 C.F.R. § 164.528.
 - (i) Vendor shall record the information specified below in Section 3(c)(ii) ("Disclosure Information") for each disclosure of BlueCross's PHI made in the six (6) years prior to the date on which the accounting is requested (including disclosures to or by business associates of Vendor) except for disclosures:
 - (A) For Treatment, Payment or Health Care Operations activities;
 - (B) To an Individual who is the subject of BlueCross's PHI disclosed, or to that Individual's personal representative;

- (C) Incident to a use or disclosure that is otherwise permitted or required under this BAA;
- (D) Pursuant to an authorization compliant with 45 C.F.R. § 164.508 that is signed by an Individual who is the subject of the BlueCross's PHI disclosed, or by that Individual's personal representative;
- (E) To persons involved in the care related to the health care of an Individual who is the subject of the BlueCross's PHI disclosed or other notification purposes provided in 45 C.F.R. § 164.510;
- (F) For national security or intelligence purposes in accordance with 45 C.F.R. § 164.512(k)(2);
- (G) To law enforcement officials or correctional institutions in accordance with 45 C.F.R. § 164.512(k)(5);
- (H) As part of a Limited Data Set; or
- (I) Otherwise excepted from disclosure accounting as specified in 45 C.F.R. § 164.528.

(ii) With respect to any disclosure by Vendor of BlueCross's PHI that is not excepted from disclosure accounting by Section 3(c)(i) above, Vendor shall record the following Disclosure Information as applicable to the type of accountable disclosure made: (A) the disclosure date, (B) the name and (if known) address of the person to which Vendor made the disclosure, (C) a brief description of BlueCross's PHI disclosed, and (D) a brief statement of the purpose of the disclosure.

(d) *Restriction Agreements and Confidential Communications.* Vendor shall comply with any agreement that BlueCross makes that either (i) restricts use or disclosure of BlueCross's PHI pursuant to 45 C.F.R. § 164.522(a), or (ii) requires confidential communication about BlueCross's PHI pursuant to 45 C.F.R. § 164.522(b), provided that BlueCross notifies Vendor in writing of the restriction or confidential communication obligations that Vendor must follow.

4. Privacy Breach and Security Incidents.

(a) *Privacy Breach.*

(i) Vendor shall report to BlueCross any use or disclosure of BlueCross's PHI not permitted by this BAA, including any Breach of Unsecured PHI, without unreasonable delay, but in no event later than two (2) calendar days following discovery. Vendor shall cooperate with BlueCross in investigating the Breach and in meeting BlueCross's obligations under the Breach Notification Rule and any other applicable laws.

- (ii) Any such report shall include the identification (if known) of each Individual whose Unsecured PHI has been, or is reasonably believed by Vendor to have been, accessed, acquired, used, or disclosed during such Breach. Vendor shall also provide BlueCross with the following information, to the extent available as of the time of the report and promptly thereafter as the information becomes available:
 - (A) A brief description of what happened, including the date of the Breach and the date of discovery of the Breach;
 - (B) A description of the type of BlueCross's PHI that was involved in the Breach (e.g., Individual's full name, social security number, date of birth, etc.)
 - (C) Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;
 - (D) A brief description of what Vendor is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any further Breaches;
 - (E) Identification of who made the non-permitted access, use, or disclosure and who received the non-permitted disclosures; and
 - (F) Such other information, including a written report, as BlueCross may reasonably request.
- (b) *Security Incidents.* Vendor shall report to BlueCross any attempted or successful (i) unauthorized access, use, disclosure, modification, or destruction of BlueCross's ePHI, or (ii) interference with Vendor's system operations in Vendor's information systems, of which Vendor becomes aware. Vendor shall make this report upon BlueCross's request, except if any such Security Incident resulted in a disclosure of BlueCross's PHI not permitted by this BAA, Vendor shall make the report in accordance with Section 4(a).

5. Termination of Agreement; Indemnification; Insurance.

- (a) *Right to Terminate for Breach.* BlueCross may terminate this BAA and the Agreement, in its sole discretion, if BlueCross determines that Vendor has breached any provision of this BAA. BlueCross, at its election and in its sole discretion, may provide a reasonable opportunity for Vendor to cure the breach, and BlueCross, at its election and in its sole discretion, may elect to extend the time to cure. BlueCross, at its election and in its sole discretion, may require that Vendor prepare a corrective action plan to cure the breach if Vendor requests that the time to cure be extended. BlueCross may exercise this right to terminate the BAA and the Agreement by providing Vendor written notice of termination setting forth the effective date of such termination. If for any reason BlueCross determines that Vendor has breached the terms of this BAA and such breach has not been cured,

but BlueCross determines that termination of this BAA or the Agreement is not feasible, BlueCross may elect to report such breach to DHHS.

- (b) *Termination Upon Termination of the Agreement.* This BAA shall terminate automatically upon the expiration or termination of all of the agreements listed on Exhibit 1.
- (c) *Obligations Upon Termination.*
 - (i) Return or Destruction of BlueCross PHI as Feasible.
 - (A) Within fifteen (15) calendar days after termination or other conclusion of this BAA, Vendor shall, if determined to be feasible by BlueCross, return to BlueCross or destroy all of BlueCross's PHI in whatever form or medium, and retain no copies of BlueCross's PHI or any data, compilations, and other works derived therefrom that allow identification of any Individual who is a subject of BlueCross's PHI.
 - (B) Vendor shall require any subcontractor or agent to which Vendor has disclosed BlueCross's PHI to, if determined to be feasible by BlueCross, return to Vendor (so that Vendor may return it to BlueCross) or destroy all of BlueCross's PHI in whatever form or medium and retain no copies of BlueCross's PHI or any data, compilations, and other works derived therefrom that allow identification of any Individual who is a subject of BlueCross's PHI, and certify on oath to Vendor that all such information has been returned or destroyed. Vendor shall complete the obligations as promptly as possible, but not later than fifteen (15) calendar days following the effective date of the termination or other conclusion of this BAA.
 - (ii) Procedure When Return or Destruction Is Not Feasible. Vendor shall (a) identify any of BlueCross's PHI, including any that Vendor has disclosed to subcontractors or agents, that Vendor believes in good faith cannot feasibly be returned to BlueCross or destroyed, and (b) explain why return or destruction is infeasible. Where BlueCross agrees that such return or destruction is infeasible, Vendor shall extend the protections of this BAA to the BlueCross's PHI and shall limit its further use or disclosure to those purposes that make return or destruction of such information infeasible. If BlueCross does not agree with Vendor's assessment, Section 5(c)(i) shall apply. Vendor shall, by its written contract with any subcontractor or agent to which Vendor discloses BlueCross's PHI, require such subcontractor or agent to limit its further use or disclosure of BlueCross's PHI that such subcontractor or agent cannot feasibly return or destroy to those purposes that make the return or destruction of such information infeasible. Vendor shall complete these obligations as promptly as possible, but not later than

fifteen (15) calendar days following the effective date of the termination or other conclusion of the BAA.

- (iii) Continuing Privacy and Security Obligation. Vendor's obligation to protect the privacy and safeguard the security of BlueCross's PHI as specified in this BAA are and shall be continuous and survive termination or other conclusion of the Agreement and this BAA.
 - (iv) Other Obligations and Rights. Vendor's other obligations and rights and BlueCross's obligations and rights upon termination or other conclusion of the Agreement shall be those set out in the Agreement or this BAA as obligations or rights surviving the termination of the Agreement.
- (d) *Indemnity.* Vendor shall defend, indemnify, and hold harmless BlueCross and any BlueCross affiliate, officer, director, employee or agent (collectively, "BlueCross Indemnitees") from and against any claim, cause of action, liability, damage, penalty, fine, cost or expense, including legal costs and legal and expert fees, (collectively "Losses") arising out of or in connection with any alleged non-permitted use or disclosure of BlueCross's PHI or other breach of this BAA by Vendor or any person acting with, for, or through Vendor, including any subcontractor or agent under Vendor's control, direction or responsibility. Vendor's indemnity obligation and commitment to any and all BlueCross Indemnitees shall specifically include, without limitation, those Losses that may be brought not only from third-parties but also those asserted against Vendor by BlueCross Indemnitees and anyone acting with or for such BlueCross Indemnitees.
- (i) Right to Tender or Undertake Defense. If BlueCross is named a party in any judicial, administrative or other proceeding arising out of or in connection with any non-permitted use or disclosure of BlueCross's PHI or other breach of this BAA by Vendor or any subcontractor or agent under Vendor's control, BlueCross shall have the option at any time either to: (A) tender its defense to Vendor, in which case Vendor shall provide qualified attorneys, consultants, and other appropriate professionals to represent BlueCross's interests at Vendor's expense, or (B) undertake its own defense, choosing the attorneys, consultants, and other appropriate professionals to represent its interests, in which case Vendor shall be responsible for and pay the reasonable fees and expenses of such defense.
 - (ii) Right to Control Resolution. BlueCross shall have the sole right and discretion to settle, compromise or otherwise resolve any and all claims, causes of actions, liabilities or damages brought by a third-party against BlueCross, notwithstanding that BlueCross may have tendered its defense to Vendor. Any such resolution shall not relieve Vendor of its obligation to indemnify BlueCross under this Section 5(d).
 - (iii) Payment of Obligations. Once a Loss is agreed to by the parties or finally adjudicated to be payable pursuant to this BAA, Vendor shall satisfy its

obligations within thirty (30) calendar days of such agreement or final, non-appealable adjudication (or such greater period of time as may be provided for in such agreement or adjudication) by wire transfer of immediately available funds. The parties hereto agree that, should Vendor not make full payment of any such obligations within such thirty (30) calendar days period (or such greater period of time as may be provided for in such agreement or adjudication), any amount payable shall accrue interest from and including the date of agreement of the parties or final, non-appealable adjudication to the date such payment has been made at a rate per annum equal to the lower of six percent (6%) or the maximum amount permitted by applicable law. Such interest shall be calculated daily on the basis of a 365 day year and the actual number of days elapsed.

- (e) *Insurance.* Vendor will procure and maintain during and throughout the term of this BAA and at Vendor's sole expense policies of insurance with at least the coverages set forth below. Vendor will furnish BlueCross with certificates of insurance and/or copies of policies at BlueCross's request showing that insurance policies meeting or exceeding the requirements below are in force and that BlueCross will be provided not less than thirty (30) days prior written notice of any cancellation or restrictive modification of the policies.
- (i) Commercial General Liability in an amount no less than \$5,000,000 per each occurrence and \$10,000,000 in the aggregate covering bodily injury, broad form property damage, personal injury, products and completed operations, contractual liability and independent contractors' liability. BlueCross will be included as an additional insured on this policy, and a waiver of subrogation will be obtained from the carrier in favor of BlueCross.
 - (ii) Professional Liability (Errors & Omissions) in an amount no less than \$5,000,000 per occurrence covering damages caused by any acts, errors and omissions arising out of professional services performed by Vendor, or any person for whom Vendor is legally liable.
 - (iii) Technology Professional Liability Errors & Omissions policy (which includes Cyber Risk coverage and Computer Security and Privacy Liability coverage) with a limit of no less than \$10,000,000 per occurrence and in the aggregate. BlueCross will be included as an additional insured on this policy, and a waiver of subrogation will be obtained from the carrier in favor of BlueCross.

In addition, such insurance policies will have an endorsement evidencing coverage for contractual liability. Such insurance policies will provide for coverage and an effective date no later than the Effective Date herein. Vendor will keep such insurance coverage in effect: (a) for all claims made coverage, on an annual basis for at least a period of five (5) years after the expiration or termination of this Agreement; and (b) for all occurrence based coverage, as long as this Agreement

remains in effect.

6. Documentation.

(a) *Inspection of Internal Practices, Books, and Records.* Vendor shall make its internal practices, books, and records relating to its use and disclosure of BlueCross's PHI available to BlueCross and to DHHS to determine BlueCross's compliance with the Privacy Rule and the Security Rule.

(b) *Additional Documentation.*

(i) Within ten (10) days of execution of this BAA, Vendor shall do one of the following:

(A) Complete a security questionnaire regarding Vendor's physical, technical and administrative controls on the privacy and security of PHI provided by BlueCross. During the term of this BAA, Vendor shall promptly notify BlueCross of any changes to the answers to the security questionnaire that materially and negatively affect the ability of Vendor to protect PHI; or

(B) Provide either:

(I) a copy of a SOC 2, Type 2 report that has been issued within the last twelve (12) months prior to the request, or

(II) an attestation from the CEO or other individual of similar seniority within the organization, in a form provided by BlueCross, regarding the sufficiency of Vendor's physical, technical and administrative controls on the privacy and security of PHI.

(ii) Effective July 1, 2018, Vendor annually shall provide BlueCross with either:

(A) a copy of a SOC 2, Type 2 report that has been issued within the last twelve (12) months, or

(B) an attestation from the CEO or other individual of similar seniority within the organization, in a form provided by BlueCross, regarding the sufficiency of the Vendor's physical, technical and administrative controls on the privacy and security of PHI.

7. General Provisions.

(a) *Amendment to Agreement.* Upon the compliance date of any final regulation or amendment to final regulation promulgated by DHHS that affects Vendor's use or

disclosure of BlueCross's PHI or Standard Transactions, the Agreement and this BAA shall automatically amend such that the obligations imposed on Vendor remain in compliance with the final regulation or amendment to final regulation.

- (b) *Other Acceptable Forms of this BAA.* The following shall have the same legal effect as original: facsimile copy, imaged copy, scanned copy, or an electronic version.
- (c) *Communications.*
 - (i) Except as otherwise agreed in writing by the parties communications or notices required or contemplated by this BAA shall be given in writing and shall be deemed given (A) if by hand delivery, upon receipt thereof, (B) if by mail, five (5) calendar days after deposit in the United States mail, postage prepaid, certified, and return receipt requested, or (C) if by FedEx or any other overnight delivery service having a delivery tracking and verification system with charges prepaid, upon such delivery. All notices shall be addressed to the appropriate party at the address below, or to such other party or address as may be hereafter specified by written notice.

To BlueCross:

Attn: Privacy Office 1.4
BlueCross BlueShield of Tennessee, Inc.
1 Cameron Hill Circle
Chattanooga, TN 37402
Telephone: 888-455-3824

To Vendor:

With a copy not constituting notice to:

Attn: General Counsel
BlueCross BlueShield of Tennessee, Inc.
1 Cameron Hill Circle
Chattanooga, TN 37402

- (ii) Each party will provide the other party with proper mailing addresses and electronic mail addresses of all designees that should receive certain notices or communications intended for that party. Each party may, from time to time, change its address or designee for notification purposes by giving the other party prior written notice, in accordance with this section, of the new address or designee and the date upon which it will become effective.
- (d) *Conflicts.* The terms and conditions of this BAA will override and control any conflicting term or condition of the Agreement. All non-conflicting terms and conditions of the Agreement remain in full force and effect.

- (e) *Interpretation; Severability.* The parties agree that this BAA is the product of negotiation between sophisticated parties and individuals, each of which was represented by or had an opportunity to be represented by counsel, and each of which had an opportunity to participate in and did participate in, the drafting of each provision. Accordingly, ambiguities in this BAA, if any, will not be construed strictly or in favor of or against any party, but rather will be given a fair and reasonable construction. If any provision of this BAA is found invalid or unenforceable pursuant to judicial decision, the remainder of this BAA will remain valid and enforceable according to its terms.
- (f) *Relationship of the Parties.* The only relationship between BlueCross and Vendor established by this BAA is the contractual relationship established under this BAA. Nothing contained in this BAA shall be construed to create an employer-employee, joint venture or agency relationship between BlueCross and Vendor. Each party's authority pursuant to this BAA is limited to that which is expressly stated in this BAA.
- (g) *Assignment.* This BAA is binding upon, and inures to the benefit of, the parties and their respective successors and permitted assigns. Neither this BAA nor any other rights, interests or obligations under this BAA may be assigned by Vendor without the prior written consent of BlueCross, which consent will not be unreasonably withheld.
- (h) *No Waiver.* No delay or omission by a party to exercise any right or power it has under this BAA will impair or be construed as a waiver of such right or power. A waiver by any party of any breach or covenant will not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing and signed by the party waiving its rights.
- (i) *Entire Agreement; Amendments.* This BAA is the entire agreement between the Parties with respect to its subject matter, and there are no other representations, understandings or agreements between the Parties relative to such subject matter. No amendment to, or change, waiver, or discharge of, any provision of this BAA will be valid unless in writing and signed by an authorized representative of the party against which such amendment, change, waiver or discharge is sought to be enforced.
- (j) *No Third Party Beneficiaries.* This BAA will not benefit, or create any right or cause of action in or on behalf of, any person or entity other than BlueCross (including its business units, affiliates and permitted assignees) or Vendor (including its business units, affiliates and permitted assignees).
- (k) *Rules of Interpretation.* The section headings and the table of contents used in this BAA are for convenience of reference only and will not enter into the interpretation of this BAA. Unless the context requires otherwise, (i) "including" (and any of its derivative forms) means including but not limited to, (ii) "may" means has the right, but not the obligation to do something, and "may not" means does not have the

right to do something, (iii) “shall” and “shall not” and “will” and “will not” are expressions of command, not merely expressions of future intent or expectation, (iv) “written” or “in writing” is used for emphasis in certain circumstances, but that will not derogate from the general application of the notice requirements set forth in Section 7(c) in those and other circumstances, (v) use of the singular imports the plural and vice versa, and (vi) use of a specific gender imports the other gender(s).

(l) *Governing Law; Venue.* All claims or causes of action (whether in contract, tort or otherwise) that may be based upon, arise out of or relate to this Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee (without giving effect to any choice of law or conflict of law provision or rule and without regarding to the United Nations Convention on the International Sale of Goods or the Uniform Computer Information Transactions Act), and in connection therewith, the parties hereto consent to venue in Hamilton County, Tennessee.

(m) *Survival.* Any provision of this BAA that contemplates or governs performance or observance subsequent to termination or expiration of this BAA will survive the expiration or termination of this BAA for any reason.

IN WITNESS WHEREOF, BlueCross and Vendor execute this BAA as of the date set forth below.

BLUECROSS BLUESHIELD OF _____
TENNESSEE, INC.

By: _____ By: _____

Title: _____ Title: _____

Date: _____ Date: _____

EXHIBIT 1 – SERVICE AGREEMENT(S)

[Insert name(s) of each service agreement(s) with vendor(s) and effective date(s).]