

ClaimsLink® Addendum to Administrative Services Agreement
(Revised 01/13/06)



ClaimsLink® Addendum to Administrative Services Agreement

Once the Addendum and Confidentiality Statements are completed, please return them to the appropriate Medical Mutual Account Representative.

This is a ClaimsLink Addendum to the Administrative Services Agreement (“Agreement”) between The _____ (the "Group") and Medical Mutual Services, LLC ("Medical Mutual").

RECITALS

- A. The Group and Medical Mutual entered into the Agreement (Group No. _____) effective _____.
- B. The Group desires to perform certain customer service and/or claims administration functions for those persons covered under the Agreement (hereinafter the "Covered Person").
- C. Medical Mutual has developed the ClaimsLink Internet application to enable the Group to have access to certain claim information.
- D. Medical Mutual and the Group wish to set out their respective rights and responsibilities under the ClaimsLink application.

In consideration of the mutual promises contained herein, the parties agree as follows:

PROVISIONS

1. Medical Mutual will provide maintenance for and service to the online web application.
2. The Group acknowledges that the ClaimsLink application will allow access only to information regarding the Group's Covered Persons.
3. The Group acknowledges that ClaimsLink will allow access to confidential medical and claim information on its Covered Persons. The Group agrees to keep confidential any medical and claim information it obtains regarding Covered Persons and will not divulge any claim information to any person or entity except as specifically permitted by the HIPAA privacy regulations or other applicable privacy regulation. Notwithstanding the forgoing, the Group agrees that it will not disclose any information regarding the pricing or discount for any specific claims or providers. Such information is considered proprietary trade secret information of Medical Mutual.
4. As a public employer, the Group is subject to the laws of the State of Ohio, including without limitation the Ohio Constitution and applicable sections of the Ohio Revised Code. As such, (i) to the extent permitted by Ohio law, the Group agrees to be liable for the acts and omission of its officers, employees and agents engaged in the scope of their employment arising under this Agreement, and (ii) specifically, in lieu of the Group's obligation to indemnify Medical Mutual under this Agreement, the Group hereby agrees to be responsible for any and all liability, claims, costs, expenses (including reasonable legal fees) or damages arising from any claim with respect to the Group's actions in connection with this Agreement.
5. The Group agrees to instruct its employees that claim information may only be accessed on ClaimsLink in response to a specific inquiry from a Covered Person or as necessary to update enrollment or other membership information or as necessary for the administration of the plan.

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6. The Group agrees to adhere to proper security procedures and to allow access to ClaimsLink only by those employees who have been properly trained in its use and who have signed Confidentiality Statements (attached as Exhibit A) to keep information obtained from ClaimsLink strictly confidential. Each employee of the Group who has access to ClaimsLink must sign a Confidentiality Statement.

7. Medical Mutual makes no representations or warranties as to the accuracy or reliability of any conclusions or interpretations made by the Group, its agents or its employees from ClaimsLink information.

8. The ClaimsLink application and any materials related to the ClaimsLink application are the sole and exclusive property of Medical Mutual.

9. Medical Mutual reserves the right to alter, amend, modify, terminate or discontinue the ClaimsLink application, and if necessary to gain access to the ClaimsLink application at any time and without notice.

10. Medical Mutual reserves the right to withdraw or revoke without cause any consent or approval previously granted. Either party may terminate this ClaimsLink Addendum without cause by giving the other party thirty (30) days advance written notice.

11. The effective date of this ClaimsLink Addendum is _____ regardless of the date it is signed by the parties.

IN WITNESS WHEREOF, the parties have signed this ClaimsLink Addendum on the dates indicated below.

Signature (Company Officer)

Name (type or print)

Title

Date

Medical Mutual Services, LLC

Signature

Name (type or printed)

Title

Date

