



# CONSUMERS LIFE INSURANCE COMPANY<sup>®</sup>

A MEDICAL MUTUAL OF OHIO<sup>®</sup> Company | *health plans for life*

## **ClaimsLink Addendum to the Group Contract (Third Party Agent)**

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

This is a ClaimsLink Agreement ("the Agreement") between \_\_\_\_\_, the consultant for \_\_\_\_\_ (the "Group") and Consumers Life Insurance Company ("Consumers Life").

### **RECITALS**

- A. The Group and Consumers Life entered into a Group Contract (Group Number \_\_\_\_\_) effective \_\_\_\_\_, pursuant to which Consumers Life processes claims for the employees of the Group and their dependents..
- B. The Group desires to allow a third party agent ("the Agent") to perform certain administrative and/or customer service functions for the Group.
- C. Consumers Life has developed the ClaimsLink program to enable the Group's Agent to have access to certain membership and claim information via online access.
- D. Consumers Life, the Group and the Agent wish to state their respective rights and responsibilities under the ClaimsLink program.

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

### **PROVISIONS**

1. Consumers Life will provide maintenance for and service to the online web application.
2. The Group and Agent acknowledge that the ClaimsLink program will allow access only to information regarding the Group's Covered Persons.
3. The Group and Agent acknowledge that ClaimsLink will allow the Agent access to confidential medical and claim information on its Covered Persons. The Agent 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 Agent 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 Consumers Life.

The Agent, will be given access to certain confidential and proprietary information of Consumers Life in connection with the ClaimsLink program. The Agent acknowledges that (i) Consumers Life will make the information available to the Agent solely for the purpose of the ClaimsLink program; (ii) Consumers Life has a strong desire and legitimate interest in maintaining the confidentiality of the information; and (iii) the information is and will be made available to the Agent in reliance on the Agent's agreement to use the information solely for the purpose described

ClaimsLink Addendum to Consumers Life Group Contract (Fully Insured - Third Party Agent)  
(Revised 11/07/2006)

in this ClaimsLink addendum and in reliance on its agreement to keep the information strictly confidential. The Agent agrees that it will not disclose any information received from Consumers Life to anyone other than the Group without the prior written consent of Consumers Life and shall not use or permit the use of any information except to the extent such disclosure or use is necessary to perform the administrative and/or analytical functions for the Group. The Agent shall not make, use or permit making any copies, synopses or summaries of the information made available or supplied by Consumers Life through the ClaimsLink program except to the extent necessary to perform administrative and/or analytical functions for the Group. The Agent shall take all reasonable security precautions necessary to protect the information against unauthorized disclosure and to keep the information confidential including, but without limitation, protection of the information from theft, unauthorized duplication or discovery of the content.

4. The Agent, on behalf of itself, its agents and its employees agrees to indemnify, defend and hold Consumers Life harmless from loss, damage or liability, including attorney fees, that Consumers Life may suffer by reason of any breach by the Agent's employees of the confidentiality of any medical or claim information, any improper use of any medical claim information, any incorrect enrollment information supplied by Agent and any incorrect interpretation of claims information given to any third party (person or entity) by any person using the ClaimsLink system.

The indemnification provisions of this Agreement shall begin on the effective date of this amendment and shall cover any and all claims made against Consumers Life regarding breach of confidentiality of ClaimsLink information. These indemnification provisions survive termination of this Amendment.

5. The Agent agrees to instruct its employees that claim information may only be accessed on ClaimsLink in response to a specific inquiry from the Group or a Covered Person or for administrative and/or membership enrollment information.

6. The Agent 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 Agent who has access to ClaimsLink must sign a Confidentiality Statement.

7. Consumers Life makes no representations or warranties as to the accuracy or reliability of any conclusions or interpretations made by the Group, the Agent or their employees from ClaimsLink information.

8. The ClaimsLink program and any materials related to the ClaimsLink program are the sole and exclusive property of Consumers Life.

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

10. The Group will designate in writing that the Agent may perform the ClaimsLink administrative and/or analytical functions by completing Exhibit B. Consumers Life reserves the right, in its sole and absolute discretion, to reject, refuse to consent or disapprove any agent designated by the Group.

11. Consumers Life 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 (or the Agent of the other party) thirty (30) days advance written notice.

12. The effective date of this ClaimsLink Addendum is \_\_\_\_\_ regardless of the date it is signed by the parties.

13. This Agreement will be governed by the laws of the State of Ohio and applicable federal law.

ClaimsLink Addendum to Consumers Life Group Contract (Fully Insured - Third Party Agent)  
(Revised 11/07/2006)

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

**GROUP NAME**

\_\_\_\_\_  
Signature (Company Officer)

\_\_\_\_\_  
Name (type or print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**AGENT NAME**

\_\_\_\_\_  
Signature (Agent)

\_\_\_\_\_  
Name (type or print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**CONSUMERS LIFE INSURANCE COMPANY**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (type or print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**EXHIBIT B**  
**DESIGNATION OF AGENT**

The Group hereby designates:  
(Print Name)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

as its agent (hereinafter referred to as the ("Agent")) to perform ClaimsLink functions pursuant to the ClaimsLink Addendum (the "Addendum") to the Group Contract with Consumers Life.

Group:

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved:

**CONSUMERS LIFE INSURANCE COMPANY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_