



**CAROLINA CARE PLAN<sup>®</sup>**  
A MEDICAL MUTUAL OF OHIO COMPANY

**ClaimsLink<sup>SM</sup> Addendum to the Group Contract**

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

This is a ClaimsLink<sup>SM</sup> Addendum to the Group Contract ("the Agreement") between \_\_\_\_\_ (the "Group") and Carolina Care Plan ("Carolina Care").

**RECITALS**

- A. The Group and Carolina Care entered into the Agreement (Group Number \_\_\_\_\_) effective \_\_\_\_\_ pursuant to which Carolina Care provides group insurance to the Group's employees or members.
- B. The Group desires to perform certain customer service and/or plan administration functions for those persons covered under the Agreement (hereinafter the "Covered Person").
- C. Carolina Care has developed the ClaimsLink program to enable the Group to have access to certain claim and/or enrollment information via online access.
- D. Carolina Care and the Group 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. Carolina Care will provide maintenance for and service to the online web application known as ClaimsLink.
2. The Group acknowledges that the ClaimsLink program 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 represents that it has amended its Plan in compliance with HIPAA to allow it to receive PHI of its enrollees. Further, 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 without the express written consent of Carolina Care except as permitted by the HIPAA privacy regulations. 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 Carolina Care.

The Group will be also given access to certain confidential and proprietary information of Carolina Care in connection with the ClaimsLink program. The Group acknowledges that (i) Carolina Care will make the information available to the Group solely for the purpose of the ClaimsLink program; (ii) Carolina Care has a strong desire and legitimate interest in maintaining the confidentiality of the information; and

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(Revised 7/2007)

(iii) the information is and will be made available to the Group in reliance on the Group's agreement to use the information solely for the purpose described in this ClaimsLink addendum and in reliance on its agreement to keep the information strictly confidential. The Group agrees that it will not disclose any information received from Carolina Care without the prior written consent of Carolina Care and shall not use or permit the use of any information except to the extent such disclosure or use is necessary to perform the customer service or membership functions for Covered Persons. The Group shall not make, use or permit making any copies, synopses or summaries of the information made available or supplied by Carolina Care through the ClaimsLink program except to the extent necessary to perform customer service or membership functions for Covered Persons. The Group 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 Group, on behalf of itself, its agents and its employees agrees to indemnify, defend and hold Carolina Care harmless from loss, damage or liability, including attorney fees, that Carolina Care may suffer by reason of any breach by the Group's employees of this Agreement, any improper use of any medical claim information and any incorrect interpretation of claims information given to any Covered Person 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 Carolina Care regarding breach of confidentiality of ClaimsLink information. These indemnification provisions survive termination of this Amendment.

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. The Group agrees that if it updates enrollment information using ClaimsLink it will pay its premiums as billed by Carolina Care.

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. Carolina Care makes no representations or warranties as to the accuracy or reliability of any conclusions or interpretations made by the Group or its employees from ClaimsLink information.

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

9. Carolina Care 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. Carolina Care 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. This Agreement shall be governed by South Carolina law and any applicable Federal Law.

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

(SIGNATURES ON FOLLOWING PAGE)

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

**GROUP NAME (please print)**

**CAROLINA CARE PLAN**

\_\_\_\_\_

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

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**EXHIBIT A**  
**CONFIDENTIALITY STATEMENT**

I have been advised and understand that Carolina Care Plan ("Carolina Care") has an agreement with \_\_\_\_\_ (the "Group"), Group Number \_\_\_\_\_, to administer health care benefits.

As part of this Agreement, Carolina Care has agreed to provide the Group and/or its Agent with the ClaimsLink program that will enable the Group and/or its Agent to have access to certain claim information via online application to the Group and will allow the Group's or Agent's employees to perform customer service on behalf of Covered Persons. I further understand that Carolina Care and the Group enforce a strong policy on the confidentiality of all medical claim records and that enforcement of the policy is essential to meet the needs of the Group's Covered Persons and is in accord with responsible business practices. For these reasons, I acknowledge the policy of confidentiality and agree to adhere to the following statement:

I am not to disclose to anyone other than a covered person, except to those who have signed similar Confidentiality Statements, nor am I to use in an improper manner any confidential information, including but not limited to, claims information, computer system information and medical information either during or after the term of the above-referenced agreement except with express written permission of Carolina Care or the Covered Person(s). I agree not to access the ClaimsLink system except in response to a specific customer service inquiry. I agree only to disclose limited claim information to Covered Persons, and I am not to discuss or disclose specific diagnosis codes. Additionally, I will not disclose my password or allow any access to the ClaimsLink<sup>SM</sup> system to any unauthorized person.

**CLAIMSLINK OPTIONS REQUESTED \***

**Required – Please check only one option:**

- View claims and request replacement ID cards
- View eligibility information ONLY  
NO claims access

**OPTIONAL – Check only if applicable:**

- Update, add, delete enrollment information.  
A fully insured group must agree to pay as billed

**WITNESSED BY**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**SIGNED BY**

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

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Sales Representative

\_\_\_\_\_  
Mail Zone

\_\_\_\_\_  
Date

\* Please note, upon legal and functional approval, user will receive access to all items checked.