

ClaimsLink® Addendum to Group Contract (Fully Insured Public Employer)  
(Revised 1/13/06)



MEDICAL  
MUTUAL™

**ClaimsLink® Addendum to the Group Contract**

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 Group Contract (“the Agreement”) between \_\_\_\_\_  
(the "Group") and Medical Mutual of Ohio ("Medical Mutual").

**RECITALS**

- A. The Group and Medical Mutual entered into the Agreement (Group Number \_\_\_\_\_) effective \_\_\_\_\_.
- 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. Medical Mutual has developed the ClaimsLink program to enable the Group to have access to certain claim and/or enrollment information via online access.
- D. Medical Mutual 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. Medical Mutual 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 Medical Mutual and the Covered Person. 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.

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

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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 Medical Mutual without the prior written consent of Medical Mutual 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 Medical Mutual 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. 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. The Group agrees that if it updates enrollment information using ClaimsLink it will pay its premiums as billed by Medical Mutual.

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 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 Medical Mutual.

9. Medical Mutual 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. 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 (or the Agent of the other party) thirty (30) days advance written notice.

12. This Agreement shall be governed by Ohio 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**

**MEDICAL MUTUAL OF OHIO**

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

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



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