



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

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

This is a ClaimsLink Agreement (“the Agreement”) between \_\_\_\_\_, the consultant or agent for \_\_\_\_\_ (the “Group”) and Carolina Care Plan (“Carolina Care”).

**RECITALS**

- A. The Group and Carolina Care entered into a Group Contract (Group Number \_\_\_\_\_) effective \_\_\_\_\_, pursuant to which Carolina Care 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. Carolina Care has developed the ClaimsLink program to enable the Group’s Agent to have access to certain membership and claim information via online access.
- D. Carolina Care, 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. Carolina Care 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 Carolina Care.

The Agent, will be given access to certain confidential and proprietary information of Carolina Care in connection with the ClaimsLink program. The Agent acknowledges that (i) Carolina Care will make the information available to the Agent 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 (iii) the information is and will be made available

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(Revised 7/2007)

to the Agent in reliance on the Agent'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 Agent agrees that it will not disclose any information received from Carolina Care to anyone other than the Group 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 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 Carolina Care 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 Carolina Care harmless from loss, damage or liability, including attorney fees, that Carolina Care 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 Carolina Care 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. Carolina Care 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 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. The Group will designate in writing that the Agent may perform the ClaimsLink administrative and/or analytical functions by completing Exhibit B. Carolina Care reserves the right, in its sole and absolute discretion, to reject, refuse to consent or disapprove any agent designated by the Group.

11. 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. 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 South Carolina and applicable federal law.

(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)**

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**CAROLINA CARE PLAN**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
**AGENT NAME (please print)**

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
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 Agent with the ClaimsLink program that will enable the Agent to have access to certain claim information via online application and will allow the Agent's employees to perform administrative and/or analytical functions on behalf of the Group. 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 the Group, 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 Group. I will not, under any circumstances, disclose any information regarding the amount of Carolina Care's payments to providers. I agree not to access the ClaimsLink system except in response to a specific reporting need. I agree only to disclose limited claim information to the Group, 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 system to any unauthorized person.

**WITNESSED BY**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**SIGNED BY**

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

**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.

The fully insured group must agree to pay as billed.

**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 Carolina Care.

Group:

\_\_\_\_\_

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

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

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

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

Approved:

**CAROLINA CARE PLAN**

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

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

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

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