



*ODS official use only*

ODS has approved Client the following access to Employer Online Services:

- View only       Manage Data       ODS eBill

## **EMPLOYER ONLINE SERVICES AGREEMENT**

This Employer Online Services Agreement (“Agreement”) states the terms and conditions that govern the use of Employer Online Services by \_\_\_\_\_ (“Client”).

### **1. SERVICES.**

Employer Online Services include review of employee and dependent enrollment, electronic entry, modification, termination, designation of primary care physicians, ID card requests, and other group enrollment related functions that may be performed by Client through Employer Online Services. Employer Online Services also includes online billing and payment of premiums through ODS eBill. Access to the various services available through Employer Online Services will be at the sole discretion of ODS.

### **2. AGREEMENT.**

Use or access of approved services through Employer Online Services by Client or Client’s authorized representatives constitutes agreement to the terms and conditions of this Agreement. ODS may amend or change this Agreement from time to time, in its sole discretion, by providing Client written notice by electronic or regular mail, or by posting the updated terms on the Employer Online Services site. Continued use of Employer Online Services following such change or amendment will be considered Client’s agreement to the change. Client may discontinue use of Employer Online Services at any time if these terms and conditions are unacceptable.

### **3. CONFIDENTIALITY.**

Client shall maintain the security and confidentiality of the information maintained on Employer Online Services, including individually identifiable health information of a member as defined in 45 CFR §160.103 (collectively the “Information”), as required by all applicable state and federal laws. Client agrees not use or further disclose the Information for any purpose except as necessary to carry out this Agreement and to administer Client’s health plan. Client will use appropriate physical, technical and administrative safeguards to prevent use or disclosure of the Information other than as provided for by this Agreement. Client will maintain confidentiality of user identifications and passwords and prevent any unauthorized individual(s) from accessing Employer Online Services and/or using Information in a manner contrary to this Agreement.

### **4. ACCESS, PASSWORDS, AND SECURITY.**

Client agrees to follow the security and privacy protocols established by ODS and described in the Employer Online Services user guide, website terms of use, or other related documentation that may be provided by ODS (collectively, the “Security and Privacy Protocols”), to ensure that all transactions are authorized and to protect all Information from improper access.

### **5 REPORTING VIOLATIONS.**

Client agrees to immediately notify ODS if Client becomes aware of any of the following:

- a. Any loss or theft of access codes or passwords.
- b. Any unauthorized use of any access codes or passwords.

- c. Any unauthorized use of Employer Online Services.
- d. Any loss, theft or unauthorized use of Information.
- e. Any loss or theft of hardware which contains Information.

Client further agrees to make any and all reasonable efforts to correct or mitigate the effects of any such occurrences and to prevent reoccurrence.

**6. ENROLLMENT MATERIALS.**

Client agrees to retain all written and electronic enrollment materials, including but not limited to, enrollment forms, applications, personal data sheets, and any forms required to update or change employee information (collectively, "Enrollment Materials"), for a period of seven years from the date they are received by Client. Client shall provide ODS with reasonable access to such Enrollment Materials upon request.

**7. ODS eBILL.**

**A. Payment.** Payment must be posted by the due date noted on the bill. Please allow up to 3 days for processing of online payments. Immediate and past due payments should not be submitted through ODS eBill, Client should contact its Billing and Eligibility Specialist or Sales and Service representative for immediate or past due payments.

Client has the ability to schedule payments for specific dates. Scheduled payments can be changed or cancelled at any time prior to being processed. ODS will not accept scheduled payments on ODS eBill as proof of payment until that payment has been marked "PAID" on the payment history screen.

**B. Account Information.** ODS eBill uses email as the primary source of communication. Client will be notified when statements are available online or if a payment cannot be processed. Client also has the ability to select to be notified when there is payment confirmation. It is important to keep Client email information updated within Employer Online Services.

**8. INDEMNIFICATION.**

Client agrees to defend, indemnify and hold ODS harmless from and against any and all claims, losses, damages, liability, costs and expenses (including but not limited to defense costs and attorney fees) arising from Client's violation of this Agreement, misuse of Information, or any third-party's rights, including violation of any proprietary right and invasion of any privacy rights. This obligation will survive the termination of this Agreement.

**9. TERMINATION.**

ODS reserves the right to terminate Client access to Employer Online Services or any portion of Employer Online Services in its sole discretion, without notice and without limitation, for any reason whatsoever, including but not limited to unauthorized use of Client access codes or passwords, misuse or unauthorized use of Information, failure to adhere to policies set forth in the Security and Privacy Protocols, or breach of this Agreement.

**10. ASSIGNMENT.**

Client may not assign its rights, interests or obligations or any part thereof under the Agreement without prior written permission of ODS.

**11. SEVERABILITY.**

If any provision of this Agreement shall be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Agreement shall not be in any way impaired.

**12. TERMS OF USE**

Client shall abide by any additional Terms of Use posted on the ODS Web site.

**13. CLIENT CONTACT INFORMATION**

The Contact Person is the person within the Client organization who is selected by the Client to authorize user access to Employer Online Services.

Contact Person: \_\_\_\_\_

Contact Telephone Number: \_\_\_\_\_

Contact E-mail Address: \_\_\_\_\_

**14. EMPLOYER ONLINE SERVICES REQUESTED**

Client requests the following access to Employer Online Services (Note: The following request for access does not guarantee availability, access is at the sole discretion of ODS):

- View only
- Manage Data
- ODS eBill

*The remainder of this page is intentionally left blank.*

By signing this Agreement, Client acknowledges that Client has read, understands and accepts the terms and conditions as stated herein.

Client represents and warrants that the person signing this Agreement has the authority to do so, and is entering into this Agreement on behalf of Client and all existing and future employees.

Client:

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tax Identification #

\_\_\_\_\_  
ODS Group Number

Return the signed agreement to:  
Employer Online Services Administrator  
ODS Health Plans  
PO Box 40384  
Portland, OR 97240-0384  
Fax 503-948-5577