



EMPLOYER ONLINE SERVICES AGREEMENT

This Employer Online Services Agreement (“Agreement”) states the terms and conditions that govern the use of employer online services by _____ (“Employer”) through Employer’s online account (the “Account”).

1. EMPLOYER ONLINE SERVICES.

Employer online services include the following (individually and collectively, the “Services”):

- A. **Online Services.** Online Services include any or all of the following services dependent upon eligibility criteria: 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 become available from time to time. The above services are not currently available to groups utilizing an electronic eligibility file.
- B. **eBILL.** eBill includes the electronic distribution of billing invoices and payment of premiums.

2. AGREEMENT.

Use or access of approved Services by Employer or Employer’s authorized representatives constitutes agreement to the terms and conditions of this Agreement. Moda Health Plan, Inc. (“Moda Health”) may amend or change this Agreement from time to time, in its sole discretion, by providing Employer written notice by electronic or regular mail, or by posting the updated terms on Moda Health’s website. Continued use of the Services following such change or amendment will be considered Employer’s agreement to the change or amendment. Employer may discontinue use of the Services at any time if these terms and conditions are unacceptable.

3. CONFIDENTIALITY.

Employer shall maintain the security and confidentiality of the information maintained through the Account, 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. Employer agrees not use or further disclose the Information for any purpose except as necessary to carry out this Agreement and to administer Employer’s health plan. Employer will use appropriate physical, technical and administrative safeguards to prevent use or disclosure of the Information other than as provided for by this Agreement. Employer will maintain confidentiality of user identifications and passwords and prevent any unauthorized individual(s) from accessing the Account and/or using Information in a manner contrary to this Agreement.

4. ACCESS, PASSWORDS, AND SECURITY.

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

5 REPORTING VIOLATIONS.

Employer agrees to immediately notify Moda Health if Employer 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 the Account.
- d. Any loss, theft or unauthorized use of Information.
- e. Any loss or theft of hardware which contains Information.

Employer 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.

Employer 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 Employer. Employer shall provide Moda Health with reasonable access to such Enrollment Materials upon request.

7. eBILL.

A. Participation. By signing this Agreement, Employer consents to the electronic distribution of billing invoices.

B. Payment. Payment must be posted by the due date noted on the billing invoice. Please allow up to 3 days for processing of online payments. Immediate and past due payments will not be accepted through eBill; Employer should contact their Billing and Eligibility Specialist or Sales and Service representative for immediate or past due payments. Employer has the ability to schedule payments for specific dates. Scheduled payments can be changed or cancelled at any time prior to being processed. Moda Health will not accept scheduled payments on eBill as proof of payment until that payment has been marked "PAID" on the payment history screen.

C. Account Information. eBill uses email as the primary source of communication. Employer will be notified when statements are available online or if a payment cannot be processed. Employer may view or print invoices through the Account. Employer may change the group's bill delivery preference or discontinue email notifications at any time by changing

their preferences. Employer also has the ability to select to be notified when there is payment confirmation. Employer shall ensure that Employer email information is updated.

8. INDEMNIFICATION.

Employer agrees to indemnify and defend Moda Health from and against any and all claims, losses, damages, liability, costs and expenses (including but not limited to defense costs and reasonable attorneys' fees) arising from or related to Employer's violation of this Agreement, misuse of the Information, or violation of 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.

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

10. ASSIGNMENT.

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

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

Employer shall abide by any additional Terms of Use posted on the Moda Health website.

13. EMPLOYER CONTACT INFORMATION

The Contact Person is the person within the Employer organization who is designated by the Employer to authorize user access to the Account. If Employer changes the Contact Person, Employer shall notify Moda Health in writing no later than five business days after such change.

Contact Person: _____

Contact Telephone Number: _____

Contact E-mail Address: _____

The remainder of this page is intentionally left blank.

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

The individual signing this Agreement on behalf the Employer must be the owner of the business in a sole proprietorship; a partner in a partnership; the designated principal in a limited partnership, corporation or other licensed entity; an officer; or supervisor or manager at the Employer entity.

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

Employer:

Signature

Title

Date

Tax Identification #

Moda Health Group Number

Return the signed agreement to:
Online Services Administrator
Moda Health Plan, Inc.
PO Box 40384
Portland, OR 97240-0384

enroll@modahealth.com