

# User Agreement & Employer Registration Form

## Agreement between Anthem and User of Anthem Application

This User Agreement is directed at the User. The term "User" refers to the Group Health Plan or Employer/Plan Sponsor that has elected to use an Anthem EmployerAccess application to access eligibility information and to perform a number of other functions on behalf of employees and dependents that are applying for coverage or that already have coverage. Anthem will assign a Group Number to User for application processing. Assignment of the Group Number does not constitute Anthem's acceptance of the Employer Application.

The Online Employer Services application shall not constitute a HIPAA 834 or other HIPAA transaction. If the User intends to send a HIPAA 834 or other HIPAA transaction, the transaction must be submitted via an alternative HIPAA-compliant means (contact your Anthem Representative to learn more on alternate means of sending HIPAA compliant transactions).

The User's logon information will be provided to the designated Site Administrator at their company. To protect the User's information, the User should never allow authorized representatives to share id or password information or choose a password that can easily be guessed. The individual accepting this User Agreement agrees that he/she is accepting a legal document as an authorized officer or individual on behalf of the User.

### 1. Definitions

**1.1 Affiliate** means any entity, which owns or is owned by Anthem, directly or indirectly, and any entity, which is under common ownership directly or indirectly, by or with Anthem, Inc.

**1.2 Agreement** means this User Agreement.

**1.3 Application** means any of the on-line services offered to Employers by Anthem to assist Employers in submitting, viewing, creating or changing membership information or similar functions.

**1.4 Documentation** means the Application(s) and the written and printed materials in all media pertaining to such Application.

**1.5 End User** means the Employer, Employee or Member, who desires to access an Application pursuant to the terms of this Agreement.

**1.6 Members** mean those individuals who are eligible to receive covered services under a health benefit plan issued or administered in whole or in part by Anthem or an Affiliate.

**1.7 Operators** mean those individuals who are employees or agents or are otherwise acting exclusively on behalf of an End User accessing an Application(s).

**1.8 Operator Keys** means the security protocols of Anthem used to identify Operators and control access to an Application(s).

**1.9 Designated Agents** means those persons accessing an Application(s) for more than one End User. A Designated Agent can be an individual or it can be an agency employing several individuals, each of whom would be considered an Operator of the Designated Agent. Designated Agents must be separately designated by each End User on whose behalf the Designated Agent is accessing an Application.

**1.10 Recognized Devices** means those computers under the exclusive control of the End User (and/or its Designated Agent) that meet the system specifications set forth.

**1.11 Site Administrators** means those persons employed by, agents for or otherwise acting on behalf of the End User who are responsible for administration at the End User's site.

**1.12 Anthem** means Anthem Insurance Companies, Inc.

## **2. Scope of Agreement**

**2.1 Parties.** This Agreement is by and between Anthem (on behalf of itself and its Affiliates) and the User. Anthem grants the User a non-exclusive, non-transferable, revocable, limited-use license to access the Application(s) set forth in Exhibit A for the User's legitimate business purposes in providing services to Members. The User may request access for its End Users, Operators and/or its Designated Agents, which access shall be provided and utilized in accordance with this Agreement.

**2.2 Protecting Confidential Information.** Member information, of any nature and in any format, along with all other sensitive or proprietary information obtained from Anthem is confidential information (Confidential Information). The User represents and warrants that it has implemented and will enforce adequate policies and procedures to protect the confidentiality of Confidential Information as required by applicable laws, rules, and regulations. The User shall not use or disclose any Confidential Information except as expressly authorized in this Agreement or as required by applicable law. The User further represents and warrants that it shall comply with all applicable privacy and confidentiality laws, regulations and rules pertaining to the use, disclosure and transmission of Confidential Information. The User must notify Anthem as soon as possible, but no later than the next business day, after learning of any unauthorized access to, disclosure of or use of any Confidential Information and cooperate with Anthem to regain possession of the information.

**2.3 Restricting Access.** The User (and/or its Designated Agent) shall, directly, or through its Designated Agent, if applicable, restrict access to an Application to its authorized Operators. The User (and/or its Designated Agent) shall ensure that each Operator has

access to only those records of the User which such Operator must access for legitimate business purposes of the User in serving User's Members who are enrolled in a health care plan offered or administered by Anthem or one of its affiliates. Operators shall access an Application(s) solely on behalf of User's Members. Such access shall be on a need-to-know basis and only in accordance with this Agreement, applicable laws, rules, and regulations.

**2.4 Indemnification.** The User directly or through its Designated Agent shall defend, indemnify, and hold harmless Anthem; Anthem, Inc.; Affiliates, and their respective direct and indirect subsidiaries, joint ventures, partnerships and other corporate arrangements, and each of their officers, directors, shareholders, agents and assigns from and against all claims, expenses (including reasonable attorneys' fees), damages, and liabilities arising or alleged to arise from End Users, Designated Agents, and their respective Operators and agents access of Application(s) or wrongful, unlawful or unauthorized access of an Application(s), or any breach of this Agreement. In addition, User agrees on behalf of itself and its Designated Agent that Anthem shall have the right to obtain equitable relief from a court of competent jurisdiction as Anthem may deem necessary or appropriate to prevent or stop any unlawful or unauthorized actions.

**2.5 Internet Connectivity.** The User must provide its own Internet Service connectivity directly, or through its Designated Agent.

**2.6 Non-disclosure of Proprietary Information.** The User acknowledges and agrees that Documentation is the proprietary and intellectual property of Anthem. Except for disclosure to Site Administrators and Operators necessary to the End User's use of an Application(s), the User shall not disclose, sell, use, reengineer or re-license the Documentation for any purpose. The User acknowledges and agrees that any unauthorized use or disclosure of Anthem's proprietary and intellectual property would cause Anthem irreparable harm that could not be fully remedied by monetary damages. The User, therefore, agrees that Anthem shall have the right to obtain such injunctive or other equitable relief as may be necessary to prevent unauthorized or unlawful action.

**2.7 Appointment of Site Administrators.** The User agrees to appoint one Site Administrator as Anthem and User mutually agree is necessary for the administration by the User. The initial Site Administrator shall be specified on this Access Request Form. The User shall notify Anthem immediately when the User must change the initial Site Administrator information by completing and submitting the applicable sections of the Access Change Form to Anthem. The User agrees to provide any information regarding the Site Administrator reasonably requested by Anthem. The User represents that the Site Administrator shall have the authority to make decisions on behalf of the User.

**2.8 Responsibility of Site Administrator.** The User acknowledges and agrees that, as between it and Anthem, the User is solely responsible for any and all actions of its Site Administrators, End Users, Operators and Designated Agent(s) and its/their Operators.

**2.9 Canceling Operator Keys.** User shall ensure that the Site Administrator(s) notify Anthem in writing within two business days to cancel an Operator Key when the Operator to whom it was assigned has been dismissed, transferred, or is otherwise no longer authorized to access one or more Applications.

**2.10 Notification of Change in Designated Agent(s).** User must promptly notify Anthem in writing upon appointing a Designated Agent, changing its Designated Agent or upon discontinuing its use of its Designated Agent, and must supply all information requested by Anthem pursuant to such appointment, change, or discontinuance.

**2.11 Notice of Change in Operator, Site Administrator or Designated Agents.** If at any time during the term of this Agreement the User elects to: (a) change its Operator(s) (including hiring new employees who will be Operators or terminating one of its Operators or canceling the access of one of its Operators); (b) change any of its Site Administrator(s) information; or (c) change its Designated Agent (including the retaining of a different Designated Agent or the cancellation of the Designated Agent), the User must complete the applicable portions of the Access Change Form and return it to Anthem. No Designated Agent may access an Application until such forms are accepted and approved by Anthem and all applicable Operator Keys are issued.

**2.12 Proper Use and Non-Transferability of Operator Keys.** User acknowledges Operator Keys are unique to each individual Operator and agrees it must ensure proper use of all Operator Keys assigned to its Operators. Operator Keys are nontransferable. User must request a separate Operator Key for each Operator by initially submitting an Access Request Form, at the same time that this Agreement is submitted to Anthem. User agrees to implement and enforce policies and procedures to ensure that Operator Keys are disclosed only to the individual Operator to whom such Operator Key is assigned. User also shall implement policies and procedures to ensure that no person other than Site Administrators, End Users and Operators have access to an Application(s).

**2.13 Use of Anthem Group Number.** User shall implement and enforce policies and procedures to ensure that all User's transactions and all communications from User to Anthem include the User's Anthem Group Number(s).

**2.14 Anthem Provides Applications "AS IS" without warranties of any kind.** All implied warranties are hereby disclaimed to the fullest extent permitted by law. Under no circumstances shall Anthem be liable to User (including, but not limited to, its End Users, Site Administrators, Operators or its Designated Agent and its Operators) or any third party for damages of any kind.

### **3. General Provisions**

**3.1 Assignment.** This Agreement is binding upon the parties, their successors and assigns. This Agreement may not be assigned without Anthem's written consent.

**3.2 Termination.** Anthem has the right to terminate access to an Application(s) by User, any End Users, Operators, and/or User's Designated Agent and its Operators immediately

and without notice if Anthem reasonably believes that any of them breaches the terms of his or her respective agreements or if necessitated by concerns for the security of Application(s). Anthem may otherwise terminate this Agreement upon 10 days written notice. Any liabilities or obligations set forth in this Agreement that remain to be performed, or by their nature would be intended to be applicable following any such termination will survive termination of the Agreement.

**3.3 Entire Agreement.** This Agreement represents the entire agreement between User and Anthem and supersedes all prior and contemporaneous agreements or representations between the parties regarding the subject matter hereof.

**3.4 Modifying the Agreement.** Anthem reserves the right to modify this Agreement upon 15 days notice to User (Anthem may modify this Agreement by only the posting of modification(s) to this Agreement to its site, although Anthem may provide notice by other means as well); however, User may notify Anthem within the 15 day period that the modification is unacceptable, and Anthem will discontinue User's access to Applications. User may not modify this Agreement unless the modification is in writing and signed by Anthem.

**3.5 Governing Law.** This Agreement will be construed in accordance with and governed by the laws of the State of Colorado without regard to its conflict of law rules. All disputes arising from or relating to this Agreement shall be litigated only in the state courts in Denver County, Colorado, or in the United States District Court for the District of Colorado.

**3.6 Waiver.** Anthem's waiver or failure to claim breach of any provision of this Agreement will not be a waiver of a breach of any other provision or subsequent breach of the same provision.

**3.7 Descriptive Headings.** The headings contained in this agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement

I have read the Employer User Agreement and Registration Form. On behalf of the User(s) named below and in consideration for obtaining access to the Application, I certify that the User, including all of its employees, agents and representatives, will abide by the provisions of the User Agreement as the same may be amended from time to time. I further certify that I am an authorized officer of the User or otherwise have complete authority to bind the User to the User Agreement. The User Agreement may be amended by Anthem Blue Cross and Blue Shield upon provision of notice on the Anthem.com website or upon written notice to the User.

The User agrees to maintain adequate security procedures to prevent unauthorized access to the Application or data. This includes designating a Site Administrator who is responsible for notifying Anthem Blue Cross and Blue Shield when the User's representative is no longer authorized to use the Application. The authorized officer



represents and certifies that each of the persons named below are properly authorized to receive confidential and private membership information in accordance with all applicable laws, rules and regulations.

Whereas the User, has caused this Agreement to be executed by its duly authorized representative as of the date on which registration was submitted.

\_\_\_\_\_  
*Group name*

\_\_\_\_\_  
*Print name and title of corporate officer*

\_\_\_\_\_  
*Signature of corporate officer*

\_\_\_\_\_  
*Federal Tax Identification Number*

\_\_\_\_\_  
*Date*

## Access Request Form

### EmployerAccess Website Administrators

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

\_\_\_\_\_  
Date

The following people are authorized to act as a website administrator for the above company:

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

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

Benefit Administrator Manages Which Divisions(s): \_\_\_\_\_

Phone number: \_\_\_\_\_ Fax number: \_\_\_\_\_

Email address: \_\_\_\_\_

Permission level:  View only  Approver

User ID: \_\_\_\_\_ (6-12 alpha numeric characters)

Password: \_\_\_\_\_ (6-12 alpha numeric characters)

User name: \_\_\_\_\_ User Signature: \_\_\_\_\_

*Please note: This is a temporary password. You'll be prompted to change your password after your initial log in.*

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

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

Benefit Administrator Manages Which Divisions(s): \_\_\_\_\_

Phone number: \_\_\_\_\_ Fax number: \_\_\_\_\_

Email address: \_\_\_\_\_

Permission level:  View only  Approver

User ID: \_\_\_\_\_ (6-12 alpha numeric characters)

Password: \_\_\_\_\_ (6-12 alpha numeric characters)

User name: \_\_\_\_\_ User Signature: \_\_\_\_\_

*Please note: This is a temporary password. You'll be prompted to change your password after your initial log in.*

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

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

Benefit Administrator Manages Which Divisions(s): \_\_\_\_\_

Phone number: \_\_\_\_\_ Fax number: \_\_\_\_\_

Email address: \_\_\_\_\_

Permission level:  View only  Approver

User ID: \_\_\_\_\_ (6-12 alpha numeric characters)

Password: \_\_\_\_\_ (6-12 alpha numeric characters)

User name: \_\_\_\_\_ User Signature: \_\_\_\_\_

*Please note: This is a temporary password. You'll be prompted to change your password after your initial log in.*

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

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

Benefit Administrator Manages Which Divisions(s): \_\_\_\_\_

Phone number: \_\_\_\_\_ Fax number: \_\_\_\_\_

Email address: \_\_\_\_\_

Permission level:  View only  Approver

User ID: \_\_\_\_\_ (6-12 alpha numeric characters)

Password: \_\_\_\_\_ (6-12 alpha numeric characters)

User name: \_\_\_\_\_ User Signature: \_\_\_\_\_

*Please note: This is a temporary password. You'll be prompted to change your password after your initial log in.*

Please complete the "Terminating Access Form" when a user's access must be terminated.

If you have questions, please contact us at [EmployerAccessSG@anthem.com](mailto:EmployerAccessSG@anthem.com).

\_\_\_\_\_  
Owner/Officer Signature

\_\_\_\_\_  
Print Name and Title

**Please fax the completed form to 805-713-7142.**

## Terminating User Access

**Company Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

This letter is to advise that effective immediately, \_\_\_\_\_ is no longer authorized as a website administrator. Please terminate access to the EmployerAccess site.

\_\_\_\_\_  
Owner/Officer Signature

\_\_\_\_\_  
Print Name and Title

If you have questions, please send a message to [EmployerAccessSG@anthem.com](mailto:EmployerAccessSG@anthem.com).

**Please fax the completed form to 805-713-7142.**