

INTERNET ELIGIBILITY AGREEMENT

between

**BLUE CROSS BLUE SHIELD OF GEORGIA, INC. / BLUE CROSS BLUE SHIELD HEALTHCARE
PLAN OF GEORGIA, INC.**
(Company)

and

(the Group)

SECTION I: BASIC FACTS

The Group has entered into a Master Group Contract with Company. This agreement is entered into to facilitate enrollment of individuals under said Master Group Contract.

Eligibility is governed by the eligibility provisions set forth in the Master Group Contract and the Group Certificate Booklet.

With respect to the Internet Eligibility provisions, the Contract Year will begin on the effective date of this endorsement and will end upon termination of the Master Group Contract or this agreement.

SECTION II: PRINCIPAL RESOLUTION

Access to Company's Internet Eligibility website will be provided to the Group in order to allow updates to Company's Membership System (the System). The Group will, at its own expense, maintain appropriate hardware and software to support the Internet Eligibility process and Internet access.

In the event the Group wishes to use the services of a third party to act on behalf of the Group, a written request must be submitted to Company. The third party will administer and maintain the Internet Eligibility in accordance with the provisions of this endorsement and the Group shall be responsible for the performance and activities of the third party. The Group must obtain Company's approval in writing. Approval of a third party shall be at the sole and absolute discretion of Company. The use of a third party (other than a bona fide employee of the Group) for the performance of these Internet Eligibility provisions, without the prior written consent and approval of Company, is a material breach hereof.

SECTION III: RESPONSIBILITIES AND RIGHTS OF COMPANY

- A. **Account IDs.** Company will provide the Group with written procedures required to establish and maintain account IDs for its employees. The Company will provide a new account ID following notification in writing by the Group of such need and the reason for the request.
- B. **Right to Withdraw Access to Internet Eligibility.** Company reserves the right to withdraw access to the Internet Eligibility at any time. Internet Eligibility rights are the sole property of Company.
- C. **Right to Audit.** Company reserves the right to inspect and audit the records of the Group relating to the Internet Eligibility process at any time.

SECTION IV: RESPONSIBILITIES OF THE GROUP

- A. **Establishment and Retention of Membership Information.** The Group will provide for the establishment and ongoing retention of membership information. This will include the handling of ongoing additions, deletions and changes on a timely basis. The Group will be responsible for retaining in auditable form complete eligibility documentation, including, but not limited to, completed and signed enrollment forms, change forms, and any written correspondence related to the eligibility and declination forms. The Group agrees to be responsible for acquiring and retaining the member's signature pertaining to their Rights and Obligations and the Conditional Receipt and Privacy information located on the enrollment form, as shown on Exhibit A, attached hereto and incorporated herein by reference. The Group agrees to be responsible for acquiring and retaining the member's signature pertaining to the HB476 requirement, as shown on Exhibit B, attached hereto and incorporated herein by reference. The Group must procure Company's prior approval of any non-standard forms to be used in obtaining eligibility information. Eligibility guidelines based upon criteria set forth in the Contract(s) must be followed. The Group is responsible for the accuracy of data entered into the System by its employees and employees of any third party administrator.
- B. **Confidentiality.** The Group is responsible for all actions of its employees, or anyone else acting on behalf of the Group, for ensuring data security including appropriate hardware in connection with the performance of these Internet Eligibility provisions. The Group agrees that employees of the Group, or any third party acting on behalf of the Group, receiving Account IDs will adhere to the following methods of operation:
 - 1. ID passwords will not be revealed by the holder to other individuals.
 - 2. Only the ID and password assigned will be used.
 - 3. Group must notify Company immediately if an authorized user's employment is terminated or if access is revoked.
 - 4. The Company's system access will be used for authorized business only; they will not be utilized for any other purpose.
 - 5. Users with the Company's system access will not attempt to access production and/or secured data for which they have not been given prior approval.
 - 6. The Company's system access will be used only in strict accordance with written procedures established by Company. The Group will not be responsible for damage to Company caused solely by Company's negligent actions.

Violation of this policy will result in the suspension of the Group's Account ID and may include legal action by Company. The Group will be responsible to Company for any loss or damage suffered by Company as a result of any default of the Group under these Internet Eligibility provisions.

- C. **Payment of Premium Charges.** The Group will pay the billed total premium charges on a timely basis in accordance with, and subject to, the terms and conditions specified in the Contract(s). The total due includes the charges for member eligibility changes processed during the billing period. Any failure of a third party acting on behalf of the Group to process membership information on a timely basis shall not relieve the Group of its obligation to make the required payments of prepaid/premium charges when due, and shall not prevent Company from initiating cancellation procedures with regard to the Contract(s) or the Internet Eligibility endorsement thereof.

SECTION V: INDEMNIFICATION

- A. **Indemnification.** Group agrees to indemnify and hold Company harmless against any claim, demand, loss, lawsuit, settlement, judgment, other liability, and all related expenses which may accrue, arising from or related to the Group's failure to provide timely, accurate and complete eligibility information in accordance with this "Internet Eligibility" provision. If Company is required to provide coverage because of the Group's failure to fully and faithfully perform under this provision, in addition to any other remedy Company may have against the Group for such failure, the Group will, at Company's option, pay all premium charges due for such coverage or reimburse Company for all claims paid as a result of the Group's failure.
- C. **Indemnity Shall Include:** Damages, costs, expenses, and reasonable attorneys' fees.
- D. **Termination of this Endorsement.** Following the termination of this endorsement, the foregoing indemnification provision will remain in effect for any claim, demand, loss, lawsuit, settlement, judgment or other liability arising from the terms of the endorsement.

The Group assumes any risk of damage or loss to its computer equipment connected to the Internet Eligibility. Company shall not be liable for damage or loss caused or allegedly caused by Acts of God or other causes not reasonably foreseeable and preventable by Company. Nor is Company liable for any damage or inconvenience caused by so-called "computer viruses" downloaded by the Group either knowingly or unknowingly.

SECTION VI: TERMINATION OF AGREEMENT

- A. Either Company or the Group may terminate this endorsement by giving written notice to the other party at least 31 days prior to the effective date of such termination.
- B. Company at its election may terminate this endorsement without notice due to:
1. The Group's failure to comply with the terms or conditions of this endorsement or Contract(s).
 2. Enactment, amendment or construction of law or regulation of any state or other jurisdiction. This endorsement will terminate as of the date such law, regulation, amendment or construction is determined by Company to be effective.
- C. Upon termination of the Contract(s), this Internet Eligibility Agreement shall also terminate.

SECTION VII: HIPAA

The Group acknowledges that pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) the United States Department of Health and Human Services has promulgated some, and is in the process of promulgating other, regulations, becoming effective in the future, relating to the privacy of individually identifiable health information and the security of such information when transmitted by electronic means and further that such regulations may require that contracts contemplating the collection of individually identifiable health information and/or the transmission of such information electronically include certain provisions. Therefore, the Group agrees that: (a) its activities shall comply with all such regulations applicable, when and as they become effective; (b) this Agreement shall be interpreted to meet at least the minimum requirements of such regulations when and as they become effective; and (c) upon the request of Company, the Group shall execute such further amendments as the Company may reasonably determine are required by such regulations.

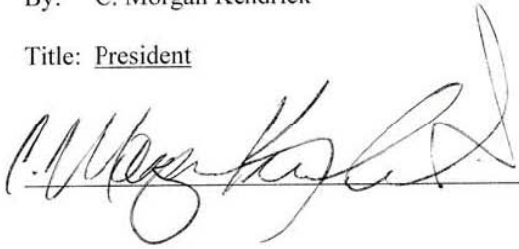
AUTHORIZATION

Authorized officers of Company and of the Group have approved this endorsement as of its effective date.

FOR BLUE CROSS BLUE SHIELD OF GEORGIA, INC. / BLUE CROSS BLUE SHIELD HEALTHCARE PLAN OF GEORGIA, INC.

By: C. Morgan Kendrick

Title: President



FOR THE GROUP:

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____