



## MEDICAL ELECTRONIC SERVICES AGREEMENT

ODS Health Plans and CLIENT are mutually interested in enhancing service to our members. Electronic Services are advanced technologies designed to allow a certain health care professional (or his/her designated personnel) to verify eligibility, benefits and claims status of an ODS member for whom services are provided.

This Agreement is made by and between ODS Health Plans ("ODS") and \_\_\_\_\_ (CLIENT). The parties agree as follows:

### 1. Description.

Electronic Services will consist of online access to limited INFORMATION, the content solely determined by ODS, via an electronic connection.

### 2. Definitions.

- a. INFORMATION is defined as individually identifiable information regarding a member/patient including, but not limited to, the member/patient's name, address, phone number, family members, health status, claims history, benefit levels and eligibility. INFORMATION shall also include software applications that transmit individually identifiable information of a member/patient.
- b. Electronic services includes all ODS computer, telephonic, email or wireless services or systems.

### 3. Information.

The INFORMATION is the property of ODS. CLIENT agrees not to retransmit, disseminate, sell, distribute, publish, broadcast, circulate or commercially exploit the INFORMATION in any manner nor use the INFORMATION for any unlawful purpose. This applies to any individually identifiable information whether in electronic, written, printed or verbal form.

### 4. Access, Passwords, and Security.

CLIENT agrees to follow the security and privacy protocols established by ODS and described in the Online Reference Documentation to ensure that all Electronic Services transactions are authorized and to protect all member-specific INFORMATION from improper access.

CLIENT will maintain confidentiality of logon identifications and passwords and prevent any unauthorized individual(s) from accessing Electronic Services and/or using INFORMATION in a manner contrary to this Agreement.

CLIENT will ensure that INFORMATION is used only in conducting business operations with ODS. CLIENT will prevent the unauthorized disclosure of any INFORMATION obtained through the Electronic Services. CLIENT will maintain as confidential all INFORMATION concerning any individual obtained through the use of the Electronic Services.

#### 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 the Electronic 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. 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.

#### 7. Termination.

ODS reserves the right to terminate CLIENT access to Electronic Services or any portion of the 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 documentation, or breach of this Agreement.

## 8. Assignment.

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

## 9. Invalidity Due to Change in Law.

This Agreement shall be voidable by either party if it is prohibited by state or federal law or where ruled or adjudicated to be invalid, void or illegal under any current or future federal or state statute or regulation. If any portion of this Agreement is invalid due to such a prohibition, the remainder of the Agreement shall remain in effect.

CLIENT agrees to modify the agreement to conform to changes in applicable rules designated by current or future federal or state statute or regulation, if requested by ODS.

## 10. Terms of Use

CLIENT also agrees to abide by the Terms of Use posted on the ODS Website if using the Website to access Electronic Services.

## 11. Entire Agreement.

This Agreement constitutes the entire agreement between the parties, which may be modified only in writing, signed by both parties. There are no promises or representations between the parties other than as stated in this Agreement.

## 12. Notices.

All notices will be effective when received in writing. Notices to CLIENT will be given at the address shown in this Agreement below, and notices to ODS will be given at 601 SW 2<sup>nd</sup> Avenue, Portland, OR 97204. Either party can give notice of address change.

