

Life and Disability

Online Employer Claims Reporting/Status Check Application Registration Form

Your Name:	
Your Title:	
E-mail Address:	
Daytime Phone No:	
Fax Number:	
Company Name:	
Group Number(s):	
Address:	
City:	
State:	
Zip:	

Please list additional users/Operators in your groups who will have access to Online Employer Claims Reporting and Status Check. (If the user should have limited access to a specific location or division please note the limitations):

Name:	E-mail:	Daytime Phone:

Email this completed, signed agreement to: dl-socerreporting@anthem.com

User Agreement between Anthem and End User of Anthem Application

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.
- 1.2. Agreement means this End User Agreement.
- 1.3. Application means any of the on-line claims reporting or status check services offered to Employers by Anthem to assist Employers in submitting, viewing or checking status on member claims 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 a Employer or their designated agent, who desires to access an Application pursuant to the terms of this Agreement.
- 1.6. Member means those individuals who are eligible to receive covered services under a group life and/or disability benefit plan issued or administered in whole or in part by Anthem or an Affiliate.
- 1.7. Operators means 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 (e.g., clearinghouses, practice management vendors or billing agents). A Designated Agent can be an individual or it can be a processing center 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).
- 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 Life Insurance Company and its affiliates.

2. Scope of Agreement

- 2.1. Parties. This Agreement is by and between Anthem (on behalf of itself and its Affiliates) and End User. Anthem grants End User a non-exclusive, non-transferable, revocable, limited-use license to access the Application(s) set forth in attached *Submitting life and disability claims online: A guide for employers manual* for End User's legitimate business purposes in providing services to Members. End User may request access for its Operators and/or its Designated Agents (e.g., clearinghouses, practice management vendors or billing 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. End 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. End User shall not use or disclose any Confidential Information except as expressly authorized in this Agreement or as required by

applicable law. End 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. End 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. End User (and/or its Designated Agent) shall, directly, or through its Designated Agent, if applicable, restrict access to an Application to its authorized Operators. End User (and/or its Designated Agent) shall ensure that each Operator has access to only those records of the End User which such Operator must access for legitimate business purposes of the End User in serving End User's Members/patients 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 End User's Members/patients. 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. End 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, End 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. End User must provide its own Internet Service connectivity directly, or through its Designated Agent.
- 2.6. Non-disclosure of Proprietary Information. End 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), End User shall not disclose, sell, use, reengineer or re-license the Documentation for any purpose. End 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. End 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. End User agrees to appoint one or more Site Administrator(s) as Anthem and End User mutually agree are necessary for the administration by End User. The initial Site Administrator(s) shall be specified on this Access Request Form. End User shall notify Anthem immediately when End User must change the initial Site Administrator(s) information by completing and submitting the applicable sections of the Access Change Form to Anthem. End User agrees to provide any information regarding Site Administrators reasonably requested by Anthem. End User represents that each Site Administrator shall have the authority to make decisions on behalf of the End User.
- 2.8. Responsibility of Site Administrator. End User acknowledges and agrees that, as between it and Anthem, End User is solely responsible for any and all actions of its Site Administrators, Operators and Designated Agent(s) and its/their Operators.
- 2.9. Canceling Operator Keys. End 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. End 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 End 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 (iii) change its Designated Agent (including the retaining of a different Designated Agent or the cancellation of the Designated Agent), the End User must agree to the applicable portions of the User Agreement and notify 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. End 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. End User must request a separate Operator Key for each Operator by submitting each Operator's contact information to Anthem in writing in a manner acceptable to Anthem. End 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. End User also shall implement policies and procedures to ensure that no person other than Site Administrators and Operators have access to an Application(s).
- 2.13. Use of Anthem Group Number. End User shall implement and enforce policies and procedures to ensure that all End User's transactions and all communications from End User to Anthem include the End User's Anthem Group Number(s). The End User's tax identification number(s) is/are set forth as part of this Agreement.
- 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 End User (including, but not limited to, its 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 assignees.
- 3.2. Termination. This Agreement may not be assigned without Anthem's written consent. Anthem has the right to terminate access to an Application(s) by End User, any Operators, and/or End 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, together with all of the Forms and Attachments hereto, which are deemed incorporated by reference herein, represents the entire agreement between End 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 End 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, End User may notify Anthem within the 15 day period that the modification is unacceptable, and Anthem will discontinue End User's access to Applications. End 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 Indiana without regard to its conflict of laws rules.
- 3.6. Waiver. All disputes arising from or relating to this Agreement shall be litigated only in the state courts in Marion County, Indiana, or in the United States District Court for the Southern District of Indiana. 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.

3.8. Accuracy of Data. End User represents that all data submitted through the application is true and accurate to the best of their knowledge and understands that it is being relied on by Anthem in accepting, creating or updating membership information. Any misstatements or failure to report medical information prior to effective dates may result in a material change to coverage or premium rates. Any material misrepresentation or significant omission found may result in denial of benefits or rescission or cancellation of coverage.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year stated below.

Anthem	
Authorized Representative:	Kristan J. Andrews
Signature:	
Title:	Assistant Secretary
Date:	

Employer Group Name:	
Authorized Representative:	
Signature:	
Title:	
Date::	

8/2019