



**EMPLOYER ONLINE SERVICES AGREEMENT**

Oregon Dental Service and ODS Health Plan, Inc. (“ODS”) and \_\_\_\_\_ (“CLIENT”) are mutually interested in enhancing service to our members. Electronic Services are advanced technologies designed to allow a group administrator or person(s) designated by the same, to review and modify member enrollment and Primary Care Physician designations, order ID cards and perform other group enrollment related functions for the CLIENT’s employees who are members of an ODS health benefit plan.

The parties agree as follows:

1. Description.

Electronic Services will consist of on line access to limited INFORMATION, the content solely determined by ODS, via a secure electronic connection.

2. Definitions.

a. INFORMATION is defined as benefit plan enrollment information regarding a member including, but not limited to, the member’s name, address, phone number, family members, benefit levels, Primary Care Physician and eligibility. INFORMATION shall also include software applications that transmit individually identifiable information of a member.

b. Electronic Services include all ODS computer, telephonic, email or wireless services or systems.

c. Backup Materials are the electronic, written or printed materials through which CLIENT obtained the INFORMATION from its employees. Backup Materials include, but are not limited to, enrollment forms, benefit plan applications, personal data sheets, and any forms required to update or change INFORMATION, whether in written or electronic form.

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. Confidentiality of Information

ODS and Client mutually acknowledge that security and confidentiality of member information, including but not limited to member demographic, health and claims information, are of extreme importance. Client shall maintain the security and confidentiality of such information as required by all applicable state and federal law and:

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**Oregon  
Dental  
Service**  
Dental  
Insurance  
—  
**ODS  
Health  
Plan, Inc.**  
Medical  
Insurance  
—  
**The ODS Companies**  
ODS Tower  
601 S.W. Second Ave.  
Portland, OR 97204.3156  
Phone: 503.228.6554  
www.odscompanies.com



- a. Client will not use or further disclose the information for any purpose except as necessary to carry out this agreement;
- b. Client will use appropriate physical, technical and administrative safeguards to prevent use or disclosure of the information other than as provided for by this agreement.

#### 5. 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.

#### 6. 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.

#### 7. Enrollment Materials.

CLIENT agrees to retain all Enrollment Materials, regardless of media, for a period of seven years and, upon request, to provide ODS with reasonable access to such Enrollment Materials.

#### 8. 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.

#### 9. 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.

10. Assignment.

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

11. 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.

12. Terms of Use

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

13. 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.

14. 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 2nd Avenue, Portland, OR 97204. Either party can give notice of address change.

By: 

William Hockett  
Vice-President

15. Acknowledgment.

By signing this Agreement, CLIENT acknowledges that CLIENT has read, understands and accepts the terms and conditions as stated herein and in Electronic Services documentation.

\_\_\_\_\_  
Signature

**The individual signing on behalf of the Client must be the owner of the business in a sole proprietorship, a partner in a partnership, or the designated principal in a limited partnership, corporation or other licensed entity. Examples include: Owner, Officer, Administrator, Human Resources Director.**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tax Identification #

\_\_\_\_\_  
Name of CLIENT

\_\_\_\_\_  
ODS Group Number

\_\_\_\_\_  
Name of Contact Person

**The Contact Person is the person within the Client organization who is selected by the Client to authorize user access to Electronic Services.**

\_\_\_\_\_  
Contact Telephone Number

\_\_\_\_\_  
Contact E-mail Address

How did you hear about Employer Online Services?

Website    Marketing Representative    Billing Specialist    Other: \_\_\_\_\_

Return the signed agreement to:

Employer Online Services Administrator  
ODS Health Plans  
PO Box 40384  
Portland, OR 97240-0384  
Fax 503-243-4498