

Amendment to the UPMC Health Plan Group Agreement

This Amendment to the UPMC Health Plan Group Agreement (“Amendment”) is made and entered into as of the date set forth below, by and between _____ (“Group”) and UPMC Health Plan, Inc. (“UPMCHP”).

WHEREAS, UPMCHP and Group entered into a UPMCHP Group Agreement (“Agreement”) pursuant to which UPMCHP agreed to provide health benefit plans to Group; and

WHEREAS, the Group desires to perform certain customer service functions for those persons covered under the Agreement (“Covered Person”); and

WHEREAS, UPMCHP has developed an employer services Web application that is an Internet online software application that enables the Group to have access to certain Covered Person specific information (“Application”); and

WHEREAS, UPMCHP and the Group wish to set out their respective rights and responsibilities under this Application; and

WHEREAS, the parties desire to memorialize modifications to the Agreement pursuant to the terms and conditions set forth in this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Article 2.0

Article 2.0 of the Agreement shall be amended, and shall contain as new sections, the following:

- a. The Group acknowledges and agrees that the Application will allow the Group to access confidential Covered Person-specific information on its Covered Persons (“CPI”). The Group represents and warrants that it has the consent of all of its Covered Persons to have access to such information. Further, the Group agrees to keep confidential any member-specific information it obtains regarding Covered Persons and will not divulge any information to any person or entity without the express written consent of UPMCHP and the Covered Persons.
- b. The Group acknowledges and agrees that access to the Application will only be provided on a named user basis to specific employees and agents of the Group, not to departments or positions. The Group shall remain responsible for monitoring such access on a regular basis. The Group shall immediately notify UPMCHP (and have a documented process for notifying UPMCHP) in the event that named user access requirements change or if access is no longer required (due to employment termination, internal transfer, etc.).
- c. The Group acknowledges and agrees that UPMCHP is bound by both federal and state laws and regulations to keep CPI confidential. As such, the Group agrees to abide by such laws and regulations and such additional terms and conditions as UPMCHP may require in the future.
- d. The Group agrees to identify one of its employees or authorized agents to act as a liaison (primary contact) with UPMCHP regarding matters pertaining to security, named user account administration, and other matters relating to Group’s use of the Application. UPMCHP shall provide Group with written procedures regarding named user account administration and the use of the Application.
- e. The Group, on behalf of itself, its agents, and its employees agrees to indemnify, defend, and hold UPMCHP harmless from loss, damage, or liability, including attorney’s fees, that UPMCHP may suffer by reason of any breach by the Group’s employees, agents, or others of the confidentiality of any CPI, any improper use of any CPI, and any incorrect interpretation of CPI given to any Covered Person by any person using the Application. The indemnification provisions of this Amendment shall begin on the effective date of this Amendment and shall cover any and all claims made against UPMCHP. These indemnification provisions survive termination of this Amendment. The Group agrees to instruct its agents and employees that CPI may only be obtained via the Application in response to a specific inquiry from a Covered Person.
- f. The Group acknowledges that the Application will allow access only to CPI regarding the Group’s Covered Persons.
- g. The Group agrees to adhere to proper security procedures and to allow access to the Application only by those agents and employees who have signed a Confidentiality Statement in the form attached as Exhibit A hereto to keep CPI obtained from the Application strictly confidential. Each agent and employee of the Group who has access to the Application must sign such Confidentiality Statement.

- h. UPMCHP makes no representations or warranties as to the accuracy or reliability of any conclusions or interpretations regarding CPI obtained from the Application made by the Group, its agents or its employees.
- i. The Application and any materials related to the Application are the sole and exclusive property of UPMCHP.
- j. UPMCHP reserves the right to alter, amend, modify, terminate or discontinue the Application and, if necessary, to gain access to the Application at any time and without notice.
- k. UPMCHP will provide maintenance for and service to the Application.
- l. UPMCHP reserves the right to withdraw or revoke without cause any consent or approval previously granted. Either party may terminate this Amendment without cause by giving the other party thirty (30) days advance written notice.
- m. The effective date of this Amendment is the date set forth below, regardless of the date it is signed by the parties.

2. No Other Changes.

Except as changed by this Amendment, all other terms of the Agreement, Exhibits, and Attachments remain unchanged and in full force and effect.

UPMC Health Plan, Inc.
 Kimberly Cepullio, Vice President, Sales and Account Management

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date written below.

Print Name of Group: _____

Signature: _____

Title: _____

Date: _____

Is Group's liaison (primary contact) same as above? YES NO

If No, print the name of the liaison (primary contact) _____

Print Name: _____

Signature: _____

Title: _____

Date: _____