

## Memorial Hermann Health Plan Group Data Submission Agreement

The purpose of this Agreement is to direct Memorial Hermann Health Plans (which include Memorial Hermann Health Insurance Company, Memorial Hermann Health Solutions, Inc., and Memorial Hermann Health Plan, Inc.) (Health Plans) to accept the Group's enrollment and termination data.

As of the date indicated below, the following terms and conditions apply:

1. You agree to keep paper or electronic copies of actual enrollment forms, and agree to maintain a complete record of enrollment and eligibility information (via electronic and/or hard copy format) including evidence of coverage elections, evidence of eligibility, changes to elections, coverage declines, and terminations. Records must be available to Health Plans and/or regulatory agencies upon request, and retained for seven years.
2. You represent that all enrollment and eligibility information presented to Health Plans is accurate and timely updated. You acknowledge that Health Plans can and will rely on such enrollment and eligibility information in determining whether an individual is eligible for benefits under the plan. In the event of a discrepancy between enrollee information (including salary data) submitted and information actually presented by the enrollee on any particular claim for benefits, and the result is that Health Plans must pay a higher benefit to reflect the actual information presented by the enrollee, you agree to pay promptly to Health Plans applicable back premium equivalents accruing as of the date on which the enrollee's information changed.
3. Insured plans must use Health Plans' supplied forms in paper or electronic format. Self funded plans may use their own forms, but must maintain all statutorily and regulatory required information.
4. You are responsible for adhering to applicable state and federal laws and regulations when submitting enrollment information or terminations to Health Plans.
5. If you use a third party to submit information for you (such as an agent or a broker), you agree that that third party is your agent for legal purposes, and that you are responsible for their actions and/or inactions in submitting information to Health Plans.
6. You agree to submit data in a spreadsheet format, using the fields and formatting indicated by Health Plans. If you use a third party to submit information for you, you agree that they will also have to submit the data in a spreadsheet format and using the fields and formatting indicated by Health Plans.
7. You agree that all provisions in the Group Agreement, Group Policy or Administrative Services Agreement (as appropriate) not specifically modified by this Agreement remain in full force and effect.

The following shall have the same legal force and effect as an original of this document: a photocopy, facsimile, imaged or other electronic version.

I understand and agree to the terms set forth in this Agreement. By signing below, I represent that I am authorized by the Group to sign this Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Employer Identification Number (EIN or FEIN)

\_\_\_\_\_  
Effective Date

\_\_\_\_\_  
Name of Applicable Health Plan