

EMPLOYER AUTHORIZATION FOR ACCESS TO AMERIHEALTHEXPRESS.COM

I. Instructions

The Letter of Authorization must be:

- ? on the Employer's Letterhead;
- ? dated with both the date signed and the effective date;
- ? signed by an authorized officer, owner, or partner of the Employer; and
- ? sent by the Primary Agent.

II. The text of the Letter of Authorization must be substantially similar to the following:

Please be advised that _____ (the "Employer") hereby authorizes _____ (the "Agent") to perform the Employer's duties and obligations under the AmeriHealth ("AmeriHealth") Group Internet Portal, AmeriHealthexpress (the "Portal") effective _____ (date) and ending _____ (date) or change in the Employer's Agent of Record, whichever is earlier. This Letter of Authorization may be cancelled at any time upon thirty (30) days prior written notice from the Employer to AmeriHealth.

Employer represents and warrants that it has provided the Agent with a copy of the Terms and Conditions governing the use of the Portal described on the reverse side of this letter and that the Agent has agreed to comply with the Terms and Conditions. Employer acknowledges that it has selected the Agent as its intermediary and will be responsible for and will hold AmeriHealth harmless for all acts and/or omissions of the Agent acting on the Employer's behalf including a breach of the Terms and Conditions governing the use of the Portal. AmeriHealth will be entitled to rely on the Employer's designation set forth in this letter. Any disputes between the Employer and the Agent regarding the Agent's access to the Portal shall be the sole responsibility of the Employer.

This Letter of Authorization may not be transferred.

By: _____
(Signature)

(Name)

(Title)

(Account)

(Date)

TERMS AND CONDITIONS OF ACCESS

AmeriHealth provides you with access to the Employer Portal (the "Portal"), subject to the following Terms and Conditions ("Terms and Conditions"). We may update the Terms and Conditions at any time and without notice. Unless stated otherwise, changes will be effective when they are posted on our web site at www.amerihealthexpress.com. The Terms and Conditions are in addition to those that are posted on our web site at www.amerihealthexpress.com under the Legal Information section, which is incorporated herein by reference. **By logging onto the Portal, activating your password and creating a user identification, Employer ("you") agrees to be bound by these Terms and Conditions.**

- ? AmeriHealth reserves the right to terminate your access to the Portal at any time and for any reason. Your access will be terminated automatically when your benefits are no longer provided by AmeriHealth and its subsidiaries or affiliates. AmeriHealth reserves the right at any time to modify or discontinue, temporarily or permanently, the Portal (or any part thereof) with or without notice. You agree that AmeriHealth will not be liable to Employer or to any third party for any modification, suspension or discontinuance of the Portal, or termination of your access to the Portal.
- ? AmeriHealth has created certain security procedures, including the use of passwords and user identification numbers, to assist in keeping information on the Portal confidential. You agree to provide us with accurate, current and complete information about Employer and Employer's members, as requested, and to maintain and promptly update said information to keep it accurate, current and complete. You are responsible for maintaining the confidentiality of your password and are responsible for all activities that occur under your password. You agree to immediately notify AmeriHealth of any unauthorized use of your password or other breach of security, and to exit from your account at the end of each session. AmeriHealth will not be liable for any losses and/or damages arising from your failure to comply with these provisions. Except where expressly authorized by law, you may not use another person's password or user identification to access the Portal, and agree not to misrepresent your affiliation with a person or entity to obtain access to the Portal. You also agree not to copy or disseminate, electronically or otherwise, personal or confidential information found on the Portal. You agree to maintain the confidentiality of all member information provided to you by AmeriHealth in accordance with applicable federal, state, and local laws/regulations. When the Health Insurance Portability and Accountability Act and its related regulations ("HIPAA") take effect in April of 2003, AmeriHealth may be required to obtain from you a certification of the Employer's compliance with the requirements of HIPAA for you to continue to have access to Protected Health Information (PHI) through the Portal.
- ? You agree to comply with AmeriHealth's policies and procedures regarding access to and use of the Portal, including, AmeriHealth's underwriting and enrollment guidelines/ requirements. You agree not to install new groups or members of those groups or to terminate existing groups through the portal unless the installation or termination of the groups have been previously approved by the Underwriting and the Marketing Administration departments. You also agree to retain AmeriHealth's standard enrollment form signed by your eligible members and to provide AmeriHealth with paper copies of the signed AmeriHealth enrollment form upon request. If you use an enrollment form other than AmeriHealth's form, your form must state or contain the following provisions: (a) the member's coverage is subject to the terms and conditions of the applicable group benefit contract, which in the case of HMO coverage, provides that except for emergencies, all medical care must be initiated by the primary care provider selected by the member; (b) the member authorizes AmeriHealth to obtain, use and disclose member related health and medical information for benefit administration, claims payment, utilization review, and quality assurance purposes; and (c) Delaware law requires that any person knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any false information or conceals for the purposes of misleading, information concerning any material fact thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.
- ? The Portal, and certain information contained within it, are owned by and proprietary to AmeriHealth, and are protected by copyright, trademark and other intellectual property laws.
- ? The information provided on the Portal is provided as an accommodation and it is not intended to serve as formal notice or publication as may be required under law or by contract. Except as required by law, AmeriHealth assumes no responsibility for the timeliness, deletion, mis-delivery or failure to provide any information on the Portal. Your use of the Portal is at your sole risk. The portal is provided on an "AS IS" and "AS AVAILABLE" basis. AmeriHealth expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement. You understand and agree that AmeriHealth will not be liable for any direct, indirect, incidental, special, consequential or exemplary damages for any reason resulting from your use of the Portal.
- ? You agree to release and hold AmeriHealth and its subsidiaries and affiliates, and their directors, officers, agents, principals or other partners, and employees harmless from any claims, demands, losses, damages, liabilities, costs and expenses, including reasonable attorneys' fees, made by any third party due to or arising out of Employer's and/or Employer's employees, agents and intermediaries use of the Portal, violation of these Terms and Conditions, communication of incomplete or inaccurate member information, and/or violation of law. The Terms and Conditions governing access to the Portal will be governed by the laws of the State of Delaware.
- ? You may engage a third party administrator or consultant ("intermediary"), subject to AmeriHealth's prior written approval, to perform your duties and obligations in accordance with the Terms and Conditions governing use of the Portal. In such an event, you agree to: (a) provide AmeriHealth with a letter on your letterhead signed by an authorized officer of Employer authorizing the intermediary to perform your duties and obligations under the Portal; (b) provide intermediary with a copy of the Terms and Conditions governing the use of the Portal; and (c) be responsible for all acts and/or omissions of the intermediary acting on the Employer's behalf, including any breach of the Terms and Conditions governing the use of the Portal.