

MEDICAL MUTUAL OF OHIO

**SuperMed Share Agreement
FOR MEMBERS OF COSE**

**FOR FULLY INSURED CONTRACTS
(51 or more employees)**

This SuperMed Share Agreement is entered into between Medical Mutual of Ohio (Medical Mutual) and _____ (the Group), Group # _____. This Agreement is effective on _____, regardless of the date signed below.

RECITALS

- A. Medical Mutual and the COSE-GSI have entered into an alliance agreement, pursuant to which Medical Mutual insures members of COSE.
- B. The Group has purchased a group health insurance plan from Medical Mutual, is an insured member of COSE and wishes to self-fund a portion of health care expenses through Medical Mutual's SuperMed Share program (Share). This will be referred to as the Self-Funded Corridor Amount (Corridor).
- C. Medical Mutual will assist the Group in administering its Share program.
- D. The parties agree that they should enter into this Agreement, to reflect the understanding of the parties with respect to the Share program.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree to the following:

PROVISIONS

- 1. Medical Mutual will provide the group with one of its Share benefit designs. The benefit design includes copays, deductibles and/or coinsurance to be paid by the covered person. The Certificate provided to the employee by Medical Mutual will reflect the copays, deductibles and/or coinsurance to be paid by the covered person, without taking into account the Corridor amount.

2. As more fully described below, the Group will be responsible for funding the Corridor amount of the medical benefits provided to covered persons. The Corridor amount is shown on Exhibit A and is established by the Group. A Corridor above \$5,000 single/\$10,000 family requires Medical Mutual's prior approval. Free-standing drug card, dental, vision and hearing benefits are not part of the Corridor. Once the Corridor is exhausted for an individual or family, Medical Mutual will continue to pay claims according to the benefit plan but will no longer bill the Group for the Corridor amount. The Corridor will apply to the underlying medical benefit contract period based on the date a claim is incurred and will restart at the renewal period.
3. The two group self-funding options are listed below. The Group must initial the chosen option prior to this Agreement becoming effective:

_____ **Option 1 – All Services**

In this arrangement, the covered person is first responsible for his or her applicable deductible, coinsurance or copayment portion of the Share benefit design.

The Group is then responsible for all additional covered expenses of the Share benefit design, up to the Corridor maximum specified on Exhibit A. "All additional covered expenses" means all services, including prescription drugs, preventive care, emergency care and all other inpatient, outpatient and professional services covered under the plan.

When the Group reaches each employee's respective single or family Corridor maximum, Medical Mutual will be responsible for all subsequent covered expenses for that employee and his or her covered dependents, if applicable, except for any remaining cost-sharing due from the covered person.

_____ **Option 2 – Deductible/Coinsurance Only**

In this arrangement, the covered person is first responsible for his or her applicable deductible, coinsurance or copayment portion of the Share benefit design.

The Group is then responsible for all additional covered expenses of the Share benefit design that are subject to a deductible or coinsurance amount, up to the Corridor maximum specified on Exhibit A. All other services not subject to deductible or coinsurance are covered under the fully insured plan in the normal course of business.

When the Group reaches each employee's respective single or family Corridor maximum, Medical Mutual will be responsible for all subsequent covered expenses for that employee and his or her covered dependents, if applicable, except for any remaining cost-sharing due from the covered person.

4. Medical Mutual will adjudicate all claims, including Corridor amounts, according to the provisions of the "How Claims Are Paid" section of the benefit certificate. Medical Mutual will invoice the Group each week for the Corridor amounts for claims adjudicated by Medical Mutual during the week. The invoiced amount must be paid electronically via ACH Debit or Credit two business days following receipt of the invoice. Medical Mutual will also charge a monthly administrative fee for providing the Share administration. The monthly administrative fee is set forth on Exhibit A.

5. Medical Mutual may cancel or terminate this Agreement at any time upon immediate written notice if the Group fails to pay the required Corridor amount and administrative fee. The Group understands and acknowledges that failure to pay the self-funded Corridor amount will also result in the termination of the group health insurance plan. If premiums have not been paid when due, Medical Mutual may cancel the group health insurance plan as of the end of the last period for which premiums were received, as provided in the contract between Medical Mutual and COSE. In this event, Medical Mutual will terminate the group health insurance plan retroactive to the last day of the month in which the full premium, Corridor amount and administrative fees were received. In addition, Medical Mutual may offset any premium refund against unpaid Corridor amounts.
6. In the event that the group health insurance plan is terminated, Medical Mutual will invoice the Group on a monthly basis for the administrative fee for the first three months following termination. For twelve months following the termination date, Medical Mutual will continue to invoice the Group on a weekly basis (as needed depending on whether claims are submitted) for the Corridor Amounts for claims incurred prior to termination but received after termination. Such amounts must be paid two business days following receipt of the invoice. Medical Mutual will not seek payment from covered persons for any Corridor claim amounts due from the Group. However, Medical Mutual reserves the right to take all necessary action including, but not limited to, placing the group on claims hold, or charging late fees on unpaid balances outstanding greater than 14 days.
7. The Group understands that it may receive personally identifiable protected health information (PHI) as part of its administration of this program. The Group represents and warrants that it has amended its plan in compliance with HIPAA to permit it to receive PHI. The Group is responsible for all applicable ERISA and HIPAA compliance and disclosures related to the Share program. Medical Mutual will not provide non-discrimination testing or a summary plan description if SuperMed Share is established as an ERISA plan.
8. Medical Mutual will provide the Group with standard reports or analyses at no fee to the Group. Non-standard reports or analyses may be provided by Medical Mutual for a reasonable fee, upon request of the Group.
9. The Group agrees that it will make any necessary disclosures about the SuperMed Share plan to its employees as required by ERISA.
10. This Agreement constitutes the entire, full and complete Agreement between the parties concerning the subject matter of this Agreement and supersedes all prior or contemporaneous oral or written communications, proposals, conditions, representations and warranties, and this Agreement prevails over any conflicting or additional terms of any quote, order, acknowledgement, or other communications between the parties relating to its subject matter. This means that you may not and should not rely on any sales or marketing materials provided to it by Medical Mutual. Medical Mutual's only obligations to you related to the subject matter of this Agreement are set forth in this Agreement.

[Remainder of page intentionally left blank; signature page to follow]

THE GROUP

SIGNATURE

PRINT NAME

TITLE

DATE

MEDICAL MUTUAL

SIGNATURE

PRINT NAME

TITLE

DATE

Exhibit A
TO SUPERMED SHARE AGREEMENT

Administrative Fee is \$2.50 per contract per month.

SELF FUNDED CORRIDOR AMOUNT: _____ SINGLE MEMBER OR CONTRACT/ _____ FAMILY
MAXIMUM