

Amwins Connect Administrators, Inc.
Broker/Agency Agreement for Utilization of Amwins View and Online Enrollment

This Agreement is between _____ (Broker/Agency) and Amwins Connect Administrators, Inc., for the purpose of granting access to Amwins Connect Administrators proprietary Internet system referred to as **Amwins View**. This Agreement outlines the terms and conditions as set forth herein.

PURPOSE

Broker/Agency desires to utilize **Amwins View** for the purpose of accessing information regarding their clients' benefit plans administered by Amwins Connect Administrators and processing online enrollment transactions. **Amwins View** contains the following online features:

- Account Information
- Employee & Dependent demographics, benefit and cost information
- Current Plans and Rates
- Financial History of individual enrollment changes affecting premium, invoice & payment transactions
- Pre-populated election forms
- Online copies of up to 18 months of premium invoices
- Temporary ID Information sheets
- Online enrollment tool enabling Employers and /or Employees to request enrollment activity (i.e. new hires, terminations, Benefit or dependent changes, etc.)

I. ONLINE ENROLLMENT APPLICATION AGREEMENT

Broker/Agency and their authorized users (as identified on page 2) understand and agree to the following important disclaimers regarding **Amwins View / Online Enrollment** and are responsible for adhering to the eligibility requirements as set forth by the various insurance carriers and AMWINS CONNECT ADMINISTRATORS's Users' Guide.

- (a) Amwins Connect Administrators will provide the Broker/Agency a detailed Users' Guide for utilizing the online enrollment system. Broker/Agency should familiarize themselves with the website tool and request any additional training if they have questions. Broker/Agency will be responsible for any online enrollment activity they perform, unless the error was caused by a system error.
- (b) All information entered into the online enrollment tool by the Broker/Agency or their authorized users will be the responsibility of the Broker/Agency. Amwins Connect Administrators will not be held responsible for the accuracy of this information.
- (c) If an enrollment activity requires a signed election form, it is the Broker/Agency's responsibility to print the "pre-populated" election form provided by the system, have the employee sign it and forward it to Amwins Connect Administrators for final processing. Prompt return of the election form will be required to comply with eligibility guidelines (i.e. 30 days from qualifying event). Additional documentation requirements (such as full-time student verification, divorce/marriage documentation, loss of coverage certificate, etc.) must accompany the election form to complete processing.

OR

If the Broker/Agency prefers to keep all signed enrollment forms in their files, please initial in the box and review application retention requirements below:

- i. All enrollment activity entered by the Broker/Agency into Amwins View™ Online Enrollment system will be reviewed by AMWINS CONNECT ADMINISTRATORS to confirm eligibility requirements have been met.*

- ii. ***In the event that verification of eligibility requires additional documentation (such as full-time student verification, divorce/marriage documentation, loss of coverage certificate, etc.), Broker/Agency must provide such documents to AMWINS CONNECT ADMINISTRATORS in order to complete the requested enrollment process.***
 - iii. ***In order to comply with the insurance carriers audit requirements, Broker/Agency must maintain the original employee signed election forms and be able to forward to Amwins Connect Administrators within 48 hours of request, if required through an insurance carrier audit. Retention of the employee signed election forms is required for a period of seven years regardless of eligibility status (active or terminated).***
- (d) The Broker/Agency should review their Transaction History screen periodically to ensure that all enrollment requests have been completed.
- (e) The Broker/Agency is responsible for notifying Amwins Connect Administrators immediately, in writing, if Access Authorization changes are to be made.

ACCESS AUTHORIZATION

The Broker/Agency hereby authorizes the following person(s) access to their account information on the **Amwins View** system:

| <u>Name</u> | <u>Title</u> | <u>Email Address</u> |
|-------------|--------------|----------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

NOTIFICATION OF ONLINE TRANSACTIONS

The Broker/Agency authorizes the following person(s) to receive notification of employee online transactions:

| <u>Name</u> | <u>Title</u> | <u>E-Mail Address</u> |
|-------------|--------------|-----------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

CONFIDENTIAL INFORMATION

AMWINS CONNECT ADMINISTRATORS considers any and all information, materials and systems to be confidential and proprietary.

AMWINS CONNECT ADMINISTRATORS complies with HIPAA Privacy and Security regulations, which protects the confidentiality of our Client's database containing information regarding their employees, dependents, benefits and costs. AMWINS CONNECT ADMINISTRATORS hereby warrants that this information is kept in strict confidence and maintained on the system by secure password protection. Therefore, as a pre-requisite to delivery or disclosure of any such information, the Broker/Agency also acknowledges that they:

- (a) Will use reasonable means, not less than that used to protect their own proprietary information and to safeguard the information;
- (b) Will not show or otherwise disclose any information to anyone other than their appointed Broker (if authorized below) or staff (if authorized below);
- (c) Will not share their password to gain access to the system with anyone other than those bound by the terms of this agreement;
- (d) Will notify your AMWINS CONNECT ADMINISTRATORS Account Administrator immediately, in writing, of any changes to Access Authorization to protect the confidentiality of your information. AMWINS CONNECT ADMINISTRATORS will not be held responsible for any unauthorized access that may occur if Broker/Agency does not provide timely notification of change to Authorization Access list.

Once the Agreement is countersigned by AMWINS CONNECT ADMINISTRATORS, the Broker/Agency and any authorized person(s) identified above will be issued a confidential Login ID and Password to gain access to the website. Upon receipt of signed agreement, AMWINS CONNECT ADMINISTRATORS will require 15 days to establish Broker/Agency access to the online enrollment system.

SURVIVAL

The parties recognize and agree that the respective obligations under this Agreement shall survive the termination, inactivity or discontinuance of this Agreement and that, thereafter, they shall be bound by such obligation.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives have executed this Agreement on the date set forth below their signature.

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|------------------|---|
| By: _____ | By: AMWINS CONNECT ADMINISTRATORS, INC. |
| Name: _____ | Name: Cindy Whitehead |
| Title: _____ | Title: Vice-President, Administration |
| Signature: _____ | Signature: _____ |
| Date: _____ | Date: _____ |