

HDS Online Electronic Access Agreement

This HDS Online Electronic Access Agreement (“Agreement”) is made as of _____, 20 ____ (the “Effective Date”), by and among Hawaii Dental Service (“HDS”) and _____ (“Group Sponsor”) **[Note: This is the sponsor of the group dental benefit plan and is usually the employer]** on behalf of its group dental plan (“Group”), each a party to this Agreement.

Group Number

Group’s Authorized Representative

Contact Telephone

Title

Contact Email

Recitals:

A. HDS supplies, as applicable per Group’s existing contract with HDS, dental benefits coverage and/or administrative services in connection with the dental benefits plan offered by Group; and

B. Group has requested, and HDS is willing to grant, access to HDS’s online group portal known as “HDS Online” for certain enrollment, eligibility, billing and/or payment transactions to be entered on behalf of Group by persons identified by Group as authorized users subject to the terms and conditions set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION A. CONDITIONS OF ACCESS AND USE

- In accordance with instructions as may be provided by HDS from time to time, the individuals identified by Group in **Attachment A: Authorized Access List** (hereinafter “Authorized User(s)” or “AUs”, or “AU” if singular) shall be provided a non-exclusive, non-transferrable, revocable right to access HDS Online for purposes of administration of Group’s dental benefits. Group agrees, and shall require and cause its AUs, to access and use HDS Online solely for Group administration purposes and subject to the terms and conditions of this Agreement and any terms and conditions displayed within HDS Online. Any other access or use is strictly prohibited. Group shall be responsible for the accuracy and timeliness of all information it transmits in HDS Online.
- Access to HDS Online shall be limited to those individuals who are designated in writing by Group as an AU, and Group shall be responsible for accurately identifying such AUs including providing correct names, email addresses, and access levels. **Group hereby certifies that it will only submit as AUs individuals with employer-controlled email accounts and will only supply email addresses corresponding to those accounts.**
- Group is solely responsible for regularly monitoring the completeness and accuracy of its AUs list and immediately submitting any changes to HDS on a new Attachment A. Group shall notify HDS immediately if any previously-designated AU is terminated or otherwise no longer authorized access to HDS Online as previously identified.
- Group shall designate a single person who will serve as its “Access Manager,” and who will be responsible for completing Attachment A and submitting updates as required by this Agreement. The Access Manager must be a qualified employee of Group Sponsor or Group and cannot be a third party. At HDS’s sole discretion, HDS may allow up to one Access Manager per division, and in such case, Group must submit a separate completed Attachment A for each Access Manager. This agreement must be executed by Group’s authorized representative named above (“Authorized Representative”). This agreement will remain valid and in effect if the original Authorized Representative subsequently no longer serves in that role. Group must notify HDS in writing within three (3) business days of any change of its Authorized Representative.
- Group shall require all AUs to keep their login credentials confidential and to immediately notify HDS upon discovery that any login credentials have been lost, stolen, or compromised. If Group or any AU discover any unauthorized access, use, or disclosure involving HDS Online, Group agrees to notify HDS as soon as reasonably possible, but no later than three (3) calendar days after discovery.

SECTION B. HIPAA CERTIFICATIONS

Group, through its Authorized Representative, hereby certifies:

- That it will protect the privacy and security of protected health information in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), subtitle D of Title XIII of division A of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 (the “HITECH Act”), and the applicable regulations promulgated under HIPAA and the HITECH Act, including, without limitation, the Standards for Privacy of Individually Identifiable Health Information, C.F.R. at Title 45, Parts 160 and 164 and the Standards for the Security of Electronic Protected Health Information, C.F.R. at Title 45, Parts 160 and 164 (all of the preceding collectively referred to as the “HIPAA Requirements”).
- That to the extent that the access requested hereunder shall result in access to protected health information (“PHI”), Group expressly represents and warrants that the provisions of 45 C.F.R. §164.504(f) have been complied with, and that only those employees of the above-named Group Sponsor who are expressly authorized to access PHI consistent with such provisions and the Group documents shall be listed as AUs.
- Group shall comply, and shall require and cause each individual whom Group designates as an AU, to at all times hereunder comply, with all applicable law, including all applicable federal, state and local privacy and/or security laws (including but not limited to the HIPAA Requirements), in regard to such individual’s access to or use of HDS Online and the use or disclosure of any information or materials therefrom.
- If Group requests that a third party be an AU, Group and the third party must enter into a separate “Third Party Access Agreement” with HDS before access will be granted. In addition, a HIPAA-compliant Business Associate Agreement (“BAA”) must be in place between Group and the third party at all times that the third-party is identified as an AU. Group agrees to provide HDS a copy of such BAA upon request.

SECTION C. INDEMNIFICATION

Group agrees to defend HDS from and against any and all allegations, claims and lawsuits, and to indemnify and hold HDS harmless from any damages, liabilities, losses, penalties, costs and expenses (including without limitation reasonable attorneys’ fees, disbursements and court costs, and/or costs of mitigating or remediating any data breach), which HDS is required to pay, by settlement or judgment, or which are otherwise incurred by HDS, arising from or in connection with (i) use of HDS Online or any content, information, materials or services contained, displayed or available therein by Group, Group Sponsor, an AU, or any other person accessing HDS Online under any password, user ID or other access method assigned to Group, Administrator, or any AU; (ii) Group’s or an AU’s violation of this Agreement; or (iii) Group’s or an AU’s violation of any laws, including the HIPAA Requirements, state or local privacy, security or data breach laws, or the rights of a third party.

SECTION D: ADDITIONAL TERMS

- If any portion of this Agreement is deemed unlawful, void or unenforceable, that portion will be deemed severable and will not affect the validity or enforceability of the remaining provisions.
- HDS may modify, revoke, or terminate access to HDS Online by Group or any AU or individual for any reason or no reason, at any time, in its sole discretion, and without notice.
- HDS, or its licensor(s) as applicable, retains all rights, title and interest in and to HDS Online. No rights are granted to Group or any individual hereunder other than as expressly set forth herein. Nothing in this Agreement constitutes a waiver of any of HDS’s intellectual property rights under any applicable laws.
- Group certifies that no term of this Agreement has been altered from how it was originally received from HDS.
- This Agreement may be executed in counterparts and signed and delivered electronically by scan and PDF. Group consents to executing this Agreement electronically if so executed.

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the Effective Date set forth above.

On behalf of Group:

On behalf of HDS:

Authorized Representative Signature

Signature

Printed name and title

Printed name and title

Date:_____

Date:_____

ATTACHMENT A: AUTHORIZED ACCESS LIST

Complete all sections of this form, sign, and fax completed form to 529.9207 (toll-free fax to 1.866.590.7989) or email to MS@HawaiiDentalService.com.
Contact HDS Membership Services at 529.9230 or toll-free at 1.844.829.3256 for assistance.

REQUIRED:

This Authorized Access List applies to the Group Dental Plan identified below effective as of _____, 20__ (Insert date submitted to HDS). The Access Manager must sign below when the initial Attachment A is submitted, and when each revised Attachment A is submitted. The Group's authorized representative must sign below if the identified Access Manager is being changed. *For updates, list only individuals that require changes.*

Group Sponsor (Usually the employer)

Signature of Access Mgr. (or Authorized Rep.)

Date:

Group Number

Printed Name

ACCESS LEVELS

LEVEL	ACCESS DESCRIPTION
0	View Billing
1	View Eligibility & Billing
2	View Eligibility & Billing; View Payment Accounts
5	View Eligibility & Billing; Update Address and ID Cards
10	Update Eligibility, View Billing
11	View Eligibility, Update Billing
15	Update Eligibility, Update Billing
20	View Billing; Make Payments
25	View Billing; Make Payments; Manage Payment Accounts
30	Update Eligibility & Billing, Make Payments; Manage Payment Accounts

A. ACCESS MANAGER/AUTHORIZED USER

	Group # / Division #		
Select as applicable:		_____	_____
		Last Name	First Name
		_____	_____
Change to email		Email Address	Access Level
Change to access			
Replacement Access Manager			

HDS USE ONLY:

Group Sponsor: _____

B. OTHER AUTHORIZED USERS*:			
Select one (Required): New Change to access Remove Change to name: Change to email _____ Provide former name If a third-party, select: TPA Broker Other (specify): _____	Group # / Division # 	_____ Last Name _____ Email Address	_____ First Name _____ Access Level
<u>HDS USE ONLY:</u>			
Select one (Required): New Change to access Remove Change to name: Change to email _____ Provide former name If a third-party, select: TPA Broker Other (specify): _____	 	_____ Last Name _____ Email Address	_____ First Name _____ Access Level
<u>HDS USE ONLY:</u>			
Select one (Required): New Change to access Remove Change to name: Change to email _____ Provide former name If a third-party, select: TPA Broker Other (specify): _____	 	_____ Last Name _____ Email Address	_____ First Name _____ Access Level
<u>HDS USE ONLY:</u>			
Select one (Required): New Change to access Remove Change to name: Change to email _____ Provide former name If a third-party, select: TPA Broker Other (specify): _____	 	_____ Last Name _____ Email Address	_____ First Name _____ Access Level
<u>HDS USE ONLY:</u>			

* If additional pages are needed, please use a blank copy of this page or request a blank copy of this page from HDS Membership Services.