



**AmWINS Group Benefits**  
Employers Dental Trust (EDT) Client Agreement for Utilization of **GBSAccess** and **Online Enrollment**

This Agreement is between \_\_\_\_\_ (Client) and AmWINS Group Benefits (AGB), for the purpose of granting access to GBS’s proprietary Internet system referred to as **GBSAccess (Access)**. This Agreement outlines the terms and conditions as set forth herein.

**PURPOSE**

Client desires to utilize **Access** for the purpose of accessing information regarding their benefit plans administered by AGB and processing online enrollment transactions. **Access** contains the following online features:

- Account Information
- Enrollment for 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

**Please check only one appropriate box for Access / Online Enrollment below:**

**Employer Only Access**

**Employer *and* Employee Access**

**EMPLOYER ACCESS - ONLINE ENROLLMENT APPLICATION AGREEMENT**

Client and their authorized users (as identified on page 2) understand and agree to the following important disclaimers regarding **Access / Online Enrollment** and are responsible for adhering to the eligibility requirements as set forth by the various insurance carriers and GBS’s Users’ Guide.

- AGB will provide the Client a detailed Users’ Guide for utilizing the online enrollment system. Client should familiarize themselves with the website tool and request any additional training if they have questions. Client will be responsible for any online enrollment activity they perform, unless the error was caused by a system error.
- All information entered the online enrollment tool by the Client or their authorized users will be the responsibility of the Client. AGB will not be held responsible for the accuracy of this information.
- If an enrollment activity requires a signed election form, it is the Client’s responsibility to print the “pre-populated” election form provided by the system, have the employee sign it and forward it to EDT 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 Client 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 Client into **Access™** Online Enrollment system will be reviewed by AGB 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.), Client must provide such documents to AGB in order to complete the requested enrollment process.**
- iii. **In order to comply with the insurance carriers audit requirements, Client must maintain the original employee signed election forms and be able to forward to AGB 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 Client should review their Transaction History screen periodically to ensure that all enrollment requests have been completed and make any appropriate payroll contribution changes.
- (e) The Client is responsible for notifying AmWINS immediately, in writing, if Access Authorization changes are to be made.

**ACCESS AUTHORIZATION**

The Client hereby authorizes the following person(s) access to their account information on the **Access** system:

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

**EMPLOYEE ACCESS - ONLINE ENROLLMENT ONLY - APPLICATION AGREEMENT**

- (a) Client agrees to allow employees to process online enrollment transactions at an employee and dependent level. Transactions will include, but are not limited to, demographic and coverage changes as well as dependent and beneficiary updates. A complete outline of transactions available on the website are included in the Employee Users' Guide.
- (b) Employees will confirm transactions using E-Signature technology and upon acceptance, transactions will be processed by AGB without employer intervention and/or employee wet signature. Employers will receive e-mail notification of each transaction as processed. AGB must be notified immediately if the employer does not wish to authorize the transaction. Failure to notify us promptly may result in premium charges to the client group.
- (c) Client will provide the name and e-mail address to be used for notification of employee transactions. Client is responsible for notifying AGB immediately of any change to this notification process.
- (d) Employee Online Enrollment options will be made available to both Existing Employees and New Hires. A validation / authentication process will be done for each existing employee using the website enrollment. Employees may access the website for the first time by registering on the login page and authenticating the demographic information as provided by the employer. Each employee will establish their own unique User Name and Password to ensure security of membership records.
- (e) The Client should review their Transaction History screen periodically to ensure that all enrollment requests have been approved and completed and to confirm that all demographic, coverage, and dependent changes affecting payroll contributions have been made.

**NOTIFICATION OF EMPLOYEE ONLINE TRANSACTIONS**

The Client 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**

AGB considers any and all information, materials and systems to be confidential and proprietary. AGB complies with HIPAA Privacy and Security regulations, which protects the confidentiality of our Clients' database containing information regarding their employees, dependents, benefits and costs. AGB 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 Client 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 or Clients' staff (as defined on page 2 of this agreement).
- (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 AGB Account Administrator immediately, in writing, of any changes to Access Authorization to protect the confidentiality of your information. AGB will not be held responsible for any unauthorized access that may occur if Client does not provide timely notification of change to Authorization Access list.

Once the Agreement is countersigned by AGB, the Client 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, AGB will require 15 days to establish Client 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.

By: _____	By: AMWINS GROUP BENEFITS
Name: _____	Name: Anthony Costi
Title: _____	Title: Vice-President, Underwriting & Administration
Signature: _____	Signature: _____
Date: _____	Date: _____