



MEDICAL MUTUAL OF OHIO®
SUPERMED SHARE AGREEMENT

Medical Mutual®
2060 East Ninth Street
Cleveland, Ohio 44115-1355

MedMutual.com



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

RECITALS

- A. Medical Mutual is the insurance provider/claims administrator for the health benefit plan (“Plan”) offered by the Group.
- B. The Group 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.

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 its Share benefit design. The benefit design will include deductibles and/or coinsurance to be paid by the covered person. The certificate/benefit book provided to the employee by Medical Mutual will reflect the deductibles and/or coinsurance to be paid by the covered person, without taking into account the Corridor amount.
- 2. As more fully described in number 3 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 agreed to by the Group. A Corridor will not exceed the following:
 - a. \$2,500/single and \$5,000/family for COSE-MEWA plans with 10 – 50 enrolled employees or
 - b. \$5,000/single and \$10,000/family for plans with 51-99 total employees; or
 - c. \$5,000/single and \$10,000/family for plans with 100+ eligible employees or other amount with Medical Mutual Underwriting 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 covered person is first responsible for his or her applicable deductible and/or coinsurance 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. For the avoidance of doubt, claims for which there is a copay and then coinsurance applies would be subject to the Self-Funded Corridor Amount, even if there is no deductible amount due on the claim.

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 certificate/benefit book. Under the Share program:
 - a. for COSE-MEWA plans with 10 – 50 enrolled employees, Medical Mutual will invoice the Group on a monthly basis for claims adjudicated by Medical Mutual during the invoice period
 - b. For plans with 51-99 total employees, Medical Mutual will invoice the Group on a monthly basis for claims adjudicated by Medical Mutual during the invoice period;
 - c. for plans with 100 or more eligible employees, Medical Mutual will invoice the Group on a weekly basis, for claims adjudicated by Medical Mutual during the invoice period.

The invoiced amount must be paid electronically via ACH Debit 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. The Group acknowledges that termination of the Share program for any reason will also result in the termination of the Group's health insurance plan with Medical Mutual.
6. 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. If premiums have not been paid when due, Medical Mutual may cancel the Group's health insurance with Medical Mutual as of the end of the last period for which premiums were received. In this event, Medical Mutual will terminate the Group's 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.
7. In the event that the Group's health insurance plan is terminated, then for twelve months following the termination date, Medical Mutual will continue to invoice the Group (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.

8. The Group understands that it will receive aggregate claims information for its covered persons, as part of its administration of this program.

For plans with 100 or more eligible employees that receive the minimum necessary personally identifiable protected health information (PHI),. The Group represents and warrants that it has amended its plan in compliance with HIPAA to permit it to receive PHI, if necessary, and signed the applicable Medical Mutual HIPAA Certificate. 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.

9. 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.
10. The Group agrees that it will make any necessary disclosures about the SuperMed Share plan to its employees as required by ERISA.
11. No action at law or in equity shall be brought to recover under this contract after the expiration of three (3) years from the date the cause of action arises.
12. 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 you by Medical Mutual. Medical Mutual's only obligations to you related to the subject matter of this Agreement are set forth in this Agreement.

(THE GROUP)

MEDICAL MUTUAL

SIGNATURE

SIGNATURE

PRINT NAME

PRINT NAME

TITLE

TITLE

DATE

DATE

Exhibit A

Administrative Fee is \$2.50 per contract per month.

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