

Electronic File Agreement

By and Between

El Dorado County

(Hereinafter called the "Employer")

AND

United HealthCare Insurance Company

(Hereinafter called the "Company")

Under the provisions of Group Policy Number 716922 ("Group Policy"), issued by the Company to the Employer, the Company will furnish certificates of insurance ("Certificates") to the Employer for delivery to each covered employee ("Employee"). The Certificates produced by the Company and furnished to the Employer are the legal insurance document describing the terms and conditions of the benefits provided under the Group Policy and contain text required by state and federal law. These Certificates must be distributed in a timely manner to each Employee without change. The Employer has requested that the Company provide the Employer with an electronic transmission containing the text of the Certificates. The Company will provide such electronic transmission under the following conditions:

1. The Employer will utilize the text contained in the electronic transmission solely for the purpose of distributing the Certificates and appropriate amendments on-line or printing the Certificates for the Employees insured under the Group Policy. The Employer agrees to include a notice of disclaimer to the Employee as provided in Section 4 below.
2. The Employer will not make any alterations, additions or deletions to the text of the Certificates without the Company's prior written consent. The Employer will make any changes or updates to the Certificates, in a timely manner, as directed by the Company upon advance notice.
3. The Employer will not use the Company's name, service marks, trademarks or other legally protected property rights without the Company's prior written consent.
4. If there is a discrepancy between the provisions of the Employer's on-line or printed Certificates and the provisions of the Certificates furnished by the Company, the provisions of the Company's Certificates will prevail.
5. The Employer agrees to indemnify and hold the Company harmless from any suit, loss or damage incurred by the Company as a result of the Employer's use of the electronic transmission.
6. The Employer agrees that the Company can revoke its consent to use said electronic transmission for distributing Certificates at any time upon advance notice. In the event of such revocation, the Employer agrees to immediately stop distributing Certificates that are derived from the electronic transmission.
7. Upon request, the Company shall have the right to review the Certificates that are distributed on-line or printed by the Employer pursuant to this Agreement.
8. In the event the Employer distributes the Certificates to Employees using electronic means, the Employer agrees to make available printed Certificates to those Employees who either:

(a) lack on-line access and the ability to convert electronic documents into paper form at their worksite or (b) request a printed copy. The Company will provide, on request of the Employer, a sufficient number of printed Certificates to accommodate the needs of the Employer.

Please indicate the Employer's agreement to the above provisions by signing below.

El Dorado County

By _____

Authorized Signature

Print Name _____

Print Title _____

Date _____

UNITED HEALTHCARE INSURANCE COMPANY



Allen J. Sorbo, President

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