



COBRA ADDENDUM

This Addendum is entered into between Medical Mutual of Ohio (hereinafter “Medical Mutual”) and _____
#_____ (hereinafter referred to as the “Group”).

This Addendum is effective as of _____, regardless of the date signed below.

RECITALS

WHEREAS, Medical Mutual and the Group (Group No. _____) entered into a Contract effective _____ (hereinafter referred to as the “Contract”); and

WHEREAS, Medical Mutual and the Group wish to modify the provisions of the Contract that requires the Group to administer COBRA benefits through Medical Mutual’s contracted COBRA administrator.

NOW, THEREFORE, in consideration of the mutual promises contained herein and being in agreement as to the above recitals, the parties agree as follows:

1. The Group acknowledges that it is subject to the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 commonly known as COBRA. The Group desires to perform its own administrative duties to comply with COBRA for those of its employees and their dependents that are entitled to continuation coverage under COBRA. The Group will not depend in any respect on Medical Mutual in administering COBRA and Medical Mutual assumes no responsibility for any notifications to participants or beneficiaries or billing of premium to COBRA continuants.

2. Medical Mutual agrees to comply with any properly documented requests for continuation coverage under COBRA provided that the requests are supplied in a timely manner by the Group. Proper documentation includes proof that the Group timely offered COBRA to the eligible employee and proof that the employee timely accepted COBRA pursuant to federal regulations. If the Group fails to properly offer COBRA continuation coverage to an eligible person Medical Mutual will not insure that person’s coverage. The Group will be responsible for any claims incurred by persons who were entitled to COBRA and not properly offered COBRA by the Group.

3. The Group agrees to notify Medical Mutual at least 30 days in advance of the exhaustion of COBRA benefits.

4. The Group agrees to indemnify Medical Mutual, including attorney's fees, for any damage, claim, or loss Medical Mutual may suffer by any action, litigation, suit, or claim brought by any individual arising out of the Group's duties under COBRA.

IN WITNESS WHEREOF, the parties have executed this Addendum:

The Group

Medical Mutual of Ohio®
(Medical Mutual)

Signature

Signature

Name (type or print)

Name (type or print)

Title

Title

Date

Date