



**BAY BRIDGE
ADMINISTRATORS**

*"Your solutions begin
at the Bridge"®*

Questions? Contact Us

Phone: 512-329-5069

Email: agentservices@bbadmin.com

AGENT ACH CREDIT AUTHORIZATION AGREEMENT

The undersigned Insurance Agent or Agency (the "RECEIVER") hereby (1) authorizes Bay Bridge Administrators, LLC ("BBA", "ORIGINATOR") to make commission payments by electronic funds transfer (EFT) through the Automated Clearing House (ACH) network pursuant to the terms of this Agreement and the Rules (the "Rules") of the National Automated Clearing House Association, (2) certifies that it has selected the following depository financial institution ("DEPOSITORY"), and (3) directs that all such electronic funds transfers be made as provided below:

Depository Institution (Bank) Name: _____

Routing Transit Number: _____ Account Number: _____

Depository Account Type: ☐ Checking ☐ Savings

Please include a voided check with this agreement.

RECEIVER acknowledges that the origination of ACH transactions must comply with the provisions of U.S. law.

RECEIVER acknowledges that the terms and conditions of all agreements with BBA concerning the method and timing of payments shall be amended as provided herein. BBA will schedule the "Settlement Date" on any EFT payments to occur no later than the fifth (5th) banking day for commissions earned from the previous month.

RECEIVER shall comply with and be bound by the Rules, as amended from time to time. Any reference to the Rules shall include any amendment to the Rules in effect on the date of the ACH Entry.

This authority is to remain in full force and effect until BBA has received written notification from RECEIVER of its termination in such time and in such manner as to afford BBA a reasonable opportunity to act on it.

Authorized Signature: _____ Date: _____
(Signature must be the same as on signature card for account.)

Name/Title: _____ BBA Agent No.: _____

Agent/Agency Name: _____ Tax ID: _____

Email Address: _____

Please complete, sign, and return this agreement with a voided check or deposit slip to:

Email: agentservices@bbadmin.com

Fax: (512) 275-9358

Mail: PO Box 161690 Austin, TX 78716

Exhibit A

HIPAA Business Associate Requirements

- A. Company discloses certain information ("Information") to General Agent pursuant to the terms of the Contract, some of which may constitute Protected Health Information ("PHI"), as that term is defined under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA").
- B. Company and General Agent intend to protect the privacy and provide the security of PHI disclosed to General Agent pursuant to the Agreement including, but not limited to, Title 45, Section 164.504(e) of the Code of Federal Regulations ("CFR"), as the same may be amended from time to time and other applicable state and federal laws, rules and regulations.
- C. The parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly revolving and that further amendment of this Exhibit may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA Regulations and other applicable laws relating to the security of confidentiality of PHI.
- D. In the event of any conflict between the Contract and this Exhibit as the subject matter referenced herein, this Exhibit shall control.

IN CONSIDERATION of the mutual promises below and the exchange of Information pursuant to this Exhibit, the parties AGREE AS FOLLOWS:

1. Obligation of General Agent

- A. Permitted Used and Disclosures. General Agent may create, use and/or disclose Company Member's PHI pursuant to the Contract or this Exhibit solely in accordance with the specifications set forth below.
 - 1. Eligibility, claims information and medical and dental records for the sole purpose of quoting, underwriting, and case issuance and processing.
 - 2. Eligibility, claims information, and medical and dental records for the sole purpose of case renewal activities.
 - 3. Eligibility information for the sole purpose of commission and bonus processing and inquiries.
 - 4. Eligibility and claims information for the sole purpose of assisting members and employers regarding claims processing and payment, member eligibility and enrollment, billing and reimbursement decisions.
 - 5. Eligibility information for the sole purpose of assisting members and employers regarding adding coverage, terminating coverage, name and address changes, ID Card requisition, coverage questions, form requisition, and benefit verification.
 - 6. Eligibility and claims information for the sole purpose of assisting members and employers regarding medical and dental necessity review.
 - 7. Eligibility and claims information for the sole purpose of assisting member and employer specific customer service and quality improvement activities.
 - 8. Eligibility and claims information for the sole purpose of assisting in member specific customer service and quality improvement activities.
 - 9. Eligibility, claims information and medical and dental records for the sole purpose of assisting members and employers regarding coverage and referral denial decisions.
- B. Nondisclosure. General Agent shall not use or further disclose Company Member's PHI otherwise than as permitted or required by the Agreement of this Contract or required by law.
- C. Receipt. Company is a Business Associate of certain other Covered Entities and, pursuant to such obligations of the Company, and General Agent shall comply with the following restrictions on the use of the disclosure of PHI. Company shall notify Business Associate of such restrictions upon the effective date of this Exhibit.
- D. Safeguards. General Agent shall use appropriate safeguards to prevent use or disclosure of PHI other than as specifically provided by the Contract or this Exhibit. General Agent shall establish and implement such safeguards which shall at a minimum include:
 - 1. a comprehensive written information privacy and security policy; and
 - 2. a program that include administrative, technical and physical safeguards appropriate to the size and

- complexity of the General Agent's operations and the nature and scope of his/ her/ its activities; and
3. Appropriate confidentiality agreements with all employees, subcontractors, independent contractors and any entity which GPA has delegated or sub-delegated his/her/its rights, duties, activities and/ or obligations under the Contract or this Exhibit which contain terms and conditions that are the same or similar to those contained in this Exhibit.
- E. Reporting of Disclosures. General Agent shall provide immediate written notice to Company of any use or disclosure of PHI other than as specifically provided for by the Contract or this Exhibit. Such notice shall be provided in the manner set out in this Exhibit.
 - F. Contractors. It is understood and agreed that General Agent shall maintain written confidentiality agreements with subcontractors and independent contractors, and any other individuals or entities that are not employees of the General Agent, hereinafter known as "contractors," as necessary to perform the services required under the Contract, in a form consistent with, the terms and conditions established in this Addendum. Sample copies of the General Agent's standard confidentiality agreement between General Agent and contractors will be made available upon request. General Agent agrees and shall require contractors to agree that in the event of any conflict between such confidentiality agreement and this Exhibit, the language in this Exhibit shall control. General Agent agrees to notify Company of any material change(s) to the aforementioned agreements at least thirty (30) days prior to implementing such change(s). General Agent shall ensure that any agents, including contractors, to whom it provides Company Member's PHI received from, created by, or received by General Agent on behalf of Company agrees to the same restrictions and conditions that apply to General Agent with respect to such PHI. If General Agent intends to utilize any contractor(s) in performing General Agent obligations under the Contract, such contractor(s) shall be identified as follows:
 1. An executed agreement, including what is to be delegated and made available to Company.
 2. The responsibilities of the General Agent and contractor.
 3. The process by which the General Agent evaluated the contractor.
 4. The remedies, including termination of the Agreement if the contractor does not fulfill its obligation.
 5. Evaluation of the contractor's capacity to perform the activities prior to the execution of the contract.
 6. Company retains the right to perform additional evaluation and/or oversight of the contractor, if deemed necessary by Company.
 - G. Availability of Information. General Agent shall prepare, maintain and retain all records relating to the use and disclosure of PHI in such form and for such time periods as required by applicable state and federal laws, rules and regulations to which Company is subject, and in accordance with Company standards. Company may obtain, copy and have access, upon reasonable request, to any medical, administrative or financial record of General Agent related to the use and disclosure of PHI. Copies of such records shall be at no additional cost to the Company. General Agent shall make available to Company such information as Company may require to fulfill Company's obligation to provide access to, provide a copy of, and account for disclosures with respect to PHI pursuant to HIPAA and the HIPAA Regulations, including, but not limited to 45, CFR Sections 164.524 and 164.528.
 - H. Amendment of PHI. General Agent shall make PHI available to Company as reasonably required to fulfill Company's obligations to amend such PHI pursuant to HIPAA and HIPAA Regulations, including, but not limited to, 45CFR Section 164.526 and General Agent shall as directed by Company, incorporate any amendments to PHI into copies of such PHI maintained by General Agent.
 - I. Internal Practices. General Agents shall make its internal practices, books and records relating to the use and disclosure of PHI received from, created by, or received by General Agent on behalf of Company available to the Secretary of the U.S. Department of Health and Human Services for purposes determining General Agent's compliance with HIPAA and the HIPAA Regulations.
 - J. Notification of Breach. During the term of the Contract, General Agent shall notify Company within twenty four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. General Agent shall take:
 1. prompt corrective action to cure any deficiencies and
 2. any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations. Notwithstanding the above, any breach related to the sale, transfer, or use of PHI for commercial advantage, personal gain, or malicious harm shall be considered non-curable.

2. Obligations of Company

Company will use appropriate safeguards to maintain the confidentiality, privacy and security of PHI in transmitting same to General Agent pursuant to the Contract and this Exhibit.

3. Audits, Inspection and Enforcement

From time to time upon reasonable notice, or upon reasonable determination by Company that General Agent has breached this Exhibit, Company may inspect the facilities, systems, books and records of General Agent to monitor compliance with this Exhibit. GPA shall promptly remedy any violation of any term of this Exhibit and shall certify the same to Company in writing. Waiver, whether expresses or implied, of any breach of any provisions of this Exhibit shall not be deemed to be a waiver of any other provision or a waiver of any subsequent or continuing breach of the same provision. In addition, waiver of one of the remedies available to either party in the event of a default or breach of this Exhibit by the other party, shall not at any time be deemed a waiver of a party's right to elect such remedy(ies) or any subsequent time id a condition of default continues or recurs.

To the extent that Company determines that such examination is necessary to comply with Company's legal obligations pursuant to HIPAA relating to certification of its security practices, Company or its authorized agents or contractors, may, at Company's expense, examine General Agent's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to Company the extent in which General Agent's security safeguards comply with HIPAA, the HIPAA Regulations or this Exhibit.

4. Termination

- A. **Material Breach.** Notwithstanding anything to the contrary in the Contract or this Exhibit, a breach by General Agent of any provision of this Exhibit, as determined by Company, shall constitute a material breach of the Contract providing grounds for immediate termination for "cause" as identified in paragraph 6.B. of the Contract.
- B. **Reasonable Steps to Cure Breach.** General Agent shall take reasonable steps to alleviate any potential, alleged or actual violations of permitted disclosures of PHI. The Company, at its sole discretion, may provide the General Agent with an opportunity to cure a breach on this Exhibit. If the Company determines that the General Agent's efforts are unsuccessful, Company may:
 - 1. terminate the Contract under paragraph 6 under the General Agent or Agency Contract immediately or
 - 2. if the Company concludes that termination of the Contract is not feasible, report General Agent's breach or violation to the Secretary of the Department of Health and Human Services.
- C. **Judicial or Administrative Proceedings.** Either party may terminate the Contract, effective immediately, if:
 - 1. the other party is named as a defendant in a criminal proceeding for a violation of HIPAA or
 - 2. a finding or stipulation that the other party has violated any standard or requirement of HIPAA or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.
- D. **Effect of Termination.** Upon termination of the Contract for any reason, General Agent shall return or destroy all PHI received from Company (or created or received by General Agent on behalf of Company) that General Agent still maintains in any form, and shall retain no such copies of such PHI or, if return or destruction is not feasible, it shall continue to extend protection of this Exhibit to such information, and limit further use of such PHI to those purpose to make the return or destruction of such PHI infeasible. Company shall have final determination on whether the General Agent may destroy documents opposed to returning the originals.

5. Indemnification

Company and GOA will indemnify, hold harmless and defend other party to this Exhibit from and against any and all claims, losses, liabilities, costs and other expenses incurred as a result of, or arising or indirectly out of or in connection with any misrepresentation, breach of warranty or non-fulfillment of any undertaking on the part of the other party under this Exhibit.

6. Disclaimer

Company makes no warranty or representation that compliance by General Agent with this Exhibit, HIPAA or the HIPAA Regulations will be adequate or satisfactory for General Agent's own purpose or that any information in General Agent's possession or control, or transmitted or received by General Agent, is or will be secure from unauthorized use or disclosure. General Agent is solely responsible for all decisions made by General Agent regarding the safeguarding of PHI.

7. Assistance in Litigations or Administrative Proceedings

General Agent shall make itself, and any contractors, employees or agents assisting General Agent in the performance of its obligation under the Contract, available to Company, at no cost to Company, to testify as witness, or otherwise, in the event of litigation or administrative proceedings being commenced against Company, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA Regulations or other laws relating to security and privacy, except where General Agent or its contractor, employee or agent is names adverse party.

8. No Third Party Beneficiaries

The parties have not created and do not intend to create by this Addendum any third party rights under this Exhibit, including but not limited to Members. There are no third party beneficiaries to this Exhibit.

9. Receipt of PHI

General Agent's receipt of the Company Member's PHI pursuant to the transactions contemplated by the Contract shall be deemed to occur beginning on the execution date below, and the General Agent's obligations under this Exhibit shall commence with respect to such PHI upon such receipt.

10. Exhibit Interpretation

The parties agree that any ambiguity in this Exhibit shall be resolved in favor of a meaning that complies and is consistent with HIPAA and HIPAA Regulations.