

Plan Sponsor's Designation of Appointed Broker - Terms of Access/User

- A. Plan Sponsor requests that Health Plan enable Broker to access Health Plan's electronic information systems, member protected health information, and/or Health Plan's proprietary data, systems processes or methods, the confidentiality of which must be maintained, and which must be protected from further use and disclosure.
- B. Plan Sponsor and Broker are parties to a Business Associate Agreement that complies with the Health Insurance Portability and Accountability Act of 1996, "HIPAA," the regulations promulgated thereunder by the U.S. Department of Health and Human Services.
- C. Plan Sponsor submitted an executed Broker of Record letter to Health Plan pertaining to the Broker that is the subject of this access authorization.
- D. "Confidential Information," for purposes of these Terms, shall include Covered Persons' "Protected Health Information," as defined in 45 C.F.R. 160.103, and shall also include any and all information, regardless of medium, pertaining to Health Plan and/or the conduct of its business including its subsidiaries and affiliates, whether prepared by Health Plan or its advisors or agents. "Confidential Information" does not include information that becomes available to the Broker from a source other than Health Plan, provided that such information is not known by Broker to be proprietary or such source is not known by Broker to be bound by a confidentiality agreement to Health Plan or another party.
- E. Any access to Health Plan's web portal and online service center must be made from a secure location.
- F. Health Plan will determine when a Secure File Transfer is required in connection with a data transmission. This involves an electronic transfer of Confidential Information utilizing secure file transfer protocols such as encryption algorithms or other standards.
- G. Permissible use and disclosure of Confidential Information by Broker and Broker's employees, agents, and subcontractors shall be limited to the minimum necessary for the exclusive purpose of fulfilling Broker's obligations under its agreement with Plan Sponsor. Broker must make its employees, agents, and subcontractors, if any, aware of the confidentiality of the information secured through access to the Health Plan's systems and must employ reasonable technical, physical and administrative safeguards consistent with HIPAA requirements and industry standards to protect such Confidential Information from unauthorized or impermissible use and disclosure.
- H. Broker will not, for any reason, directly or indirectly, disclose or make available to any party, including without limitation, the Plan Sponsor, any portion of the Confidential Information.
- I. Where disclosure is not permitted under these Terms, and Broker is requested or required to disclose Confidential Information (by deposition, interrogatory, subpoena, civil investigatory demand or similar action or process), Broker will notify Health Plan within the longer of 24 hours or one business day of the request or demand, and before responding. Broker will furnish only that portion of the Confidential Information that Health Plan specifically authorizes Broker to disclose, or that Broker is legally required to disclose.

- J. Broker will notify Health Plan within the longer of 24 hours or one business day, upon learning of any unauthorized or impermissible use or disclosure of Confidential Information secured through this access authorization. The notice will include to whom and for what purpose the Confidential Information was used or disclosed, the specific Confidential Information used or disclosed, and the circumstances surrounding the use or disclosure.
- K. In the event of any breach or threatened breach involving Confidential Information secured through this access authorization, Health Plan will be entitled to all legal and equitable remedies available to it. Plan Sponsor and Broker each agree to indemnify, hold harmless, and defend with competent counsel Health Plan from and against any claim, action, proceeding, loss, damages, costs, expenses (including, without limitation, reasonable attorneys' fees) or liabilities resulting from its impermissible use or disclosure of Confidential Information secured through this access authorization.
- L. If Health Plan determines, in its sole discretion, that Broker has violated these Terms, Health Plan will be entitled to immediately cease providing Confidential Information to Broker and invoke one or more of the remedies referenced above.
- M. Plan Sponsor's designation of Broker may be cancelled by the Plan Sponsor at any time and revocation of Broker's access to Health Plan's online service center will take effect when Health Plan receives written notice of such cancellation from Plan Sponsor.
- N. The obligations to protect the Confidential Information secured through this access authorization shall survive the termination of Broker's access rights.
- O. Upon Health Plan's request, or in the event that Broker's access rights are terminated by Health Plan or the Plan Sponsor, Broker will return or destroy all paper and electronic documentation containing Confidential Information secured through this access authorization.
- P. At all times, Broker shall remain bound by its obligations under its Business Associate Agreement with the Plan Sponsor.