

# Outside Party Service Agreement

Principal Life Insurance Company  
Des Moines, IA 50392-0002



Legal Name of Company: \_\_\_\_\_

DBA of Company: \_\_\_\_\_

Account Number/s: \_\_\_\_\_

## I. Establishment/Definitions

- A. An "Outside Party" could be a Broker, Payroll Vendor, Third Party Administrator, Benefits Administrator, COBRA Administrator, etc.
- B. Policyholder authorizes the following Outside Party to perform administrative functions that may include but are not limited to enrollment transactions, eligibility determinations, billing, delinquency management and premium remittance.
- C. The Policyholder authorizes Principal Life Insurance Company (Principal Life) to interact with Outside Party and exchange information required to perform administrative functions.

### If HIPAA Applies:

- D. Policyholder acknowledges that it is the plan administrator of a health plan (Plan) subject to the HIPAA Privacy Rule as set forth in 45 C.F.R. Parts 160 and 164 (Privacy Rule). Policyholder represents that it has retained the services of Outside Party to perform certain tasks with respect to the administration of the plan, and that the performance of the services requires the Outside Party to receive PHI, as that term is defined in the Privacy Rule, maintained by Principal Life Insurance Company on behalf of the Plan.

## II. Outside Party Designation

<b>Name of Outside Party:</b> _____
Street: _____
City: _____ State: _____ Zip: _____
<b>Contact Name:</b> _____
Phone Number: (      ) - _____
Email Address: _____
<b>This Outside Party is a/an:</b> Agent/Broker      Outside Party      COBRA Administrator
<b>Select type of <u>online access</u> through eService (<a href="http://www.principal.com">www.principal.com</a>):</b> <i>This option is not available to self-accounting groups.</i>
Full*      None**      COBRA/State Continuation Only Access (a separate bill/unit will be created for COBRA/State Continuation Members only)
<b>Would you like bills to be sent to this Outside Party?</b>
Yes      No      Only COBRA Bills to the COBRA Administrator

\*Full access: grants add, change, and delete capability.

\*\*None: (agent/brokers only) have view capability.

<b>Only fill if Additional Outside Party:</b>
<b>Name of Outside Party:</b> _____
Street: _____
City: _____ State: _____ Zip: _____
<b>Contact Name:</b> _____
Phone Number: (      ) - _____
Email Address: _____

**Only fill if Additional Outside Party (continued):**

**This Outside Party is a/an:**

Agent/Broker      Outside Party      COBRA Administrator

**Select type of online access through eService ([www.principal.com](http://www.principal.com)):**

*This option is not available to self-accounting groups.*

Full\*      None\*\*      COBRA/State Continuation Only Access (a separate bill/unit will be created for COBRA/State Continuation Members only)

**Would you like bills to be sent to this Outside Party?**

Yes      No      Only COBRA Bills to the COBRA Administrator

*\*Full access: grants add, change, and delete capability.*

*\*\*None (agent/brokers only) have view capability.*

**IV. General Provisions**

The Policyholder represents and warrants:

- A. The Outside Party will perform administrative functions in accordance with all Federal Laws, your State laws, including, but not limited to ERISA.
- B. The Outside Party is acting as an agent/representative for the Policyholder, and is not acting on behalf of Principal Life.

**If HIPAA Applies (C, D, and E):**

- C. The Outside Party is a business associate, with respect to the plan, of the Plan administrator and that a Business Associate Agreement (BAA) that meets the requirements of HIPAA is in effect between the Outside Party and the Plan.
- D. The Outside Party will not request any PHI from Principal Life at any time when a BAA is not in effect.
- E. The Outside Party will not request any PHI from Principal Life that exceeds the minimum necessary amount it needs to perform its contracted Services, and that the Outside Party will not use or disclose PHI received from Principal Life in a manner that is inconsistent with the requirements of HIPAA or its BAA with the Plan or any applicable state law.

The Policyholder shall indemnify and hold Principal harmless from and against any and all claims, liabilities, damages, actions, causes of actions, judgments, losses, or expenses, including reasonable attorney's fees, asserted against, imposed upon and/or incurred by Principal that arise out of the violation by the Policyholder's failure to conform to the provisions of this Agreement or to the rules and regulations of the Department of Insurance or any other statutes or regulations, or that arise out of the acts or omissions including negligence of the Policyholder or its employees or agents in the discharge of his/her or their responsibilities under this agreement.

The Policyholder agrees to notify Principal Life immediately of any change to, or the termination of, the authorization described above.

\_\_\_\_\_  
Signature of Policyholder's authorized representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name of signer

\_\_\_\_\_  
Title