

State Health Benefit Plan*

SHBP Employing Entity ACH Funds Pull (Debit) Banking Information Form

For State Agencies & Similarly Situated Employing Entities Participating in SAO Peoplesoft

SECTION I - BANKING INFORMATION

Please complete the fields located below, as applicable:

Employer Payroll Location Code(s):	
Employer Payroll Location Name or Name on Account:	
Bank Name:	
Bank Address:	
Bank Transit/ABA Number:	
Bank Account Number (DDA):	
Reference Information (if needed):	

SECTION II - PAYMENT METHOD

- 1. ACH: Manually debit the account based on authorized amount
- 2. Pre-Authorized Draft: Automatically debit the account as billed
- 3. Office of State Treasury (OST) Transfer Process: Transfer process administered by OST to submit payments.

Please select one of the following methods of payment:

NOTE: SHBP has transitioned to ACH and Pre-Authorized Draft as Payment Methods. Employers with existing Payroll Locations having Payment Methods other than ACH and Pre-Authorized Draft will have their Funding Method updated to ACH or Pre-Authorized Draft, as selected. For future reference, changing your funding method prior to notifying and receiving approval from SHBP Premium Billing at <u>SHBP.PremiumBilling@adp.com</u> will delay receipt of your funds.

SECTION III - ACCOUNTING AUTHORIZED SIGNATURE

Print Name:

Authorized Signature:

By signing above, I authorize ADP to debit the account named above for monthly SHBP premiums.

Please return the completed form by e-mail to the following address:

SHBP Premium Billing SHBP.PremiumBilling@adp.com

*IMPORTANT: This form must be completed and signed prior to your organization's approval to participate in SHBP as an SHBP Employing Entity.

TERMS & CONDITIONS

With respect to the services for which ADP, Inc. and affiliates, where applicable, (collectively "ADP"), have been engaged as described in the services agreement or other understanding between ADP and CLIENT (each, a "Service" and collectively the "Services"), CLIENT agrees to the ACH or pre-authorized draft debit method for collection of: the applicable funds for Vendor Premium Disbursement in accordance with the provisions of Exhibit A to this agreement (see attached). ADP will initiate such debits by ACH or pre-authorized draft out of CLIENT's applicable account specified below (the "DDA Account") at the financial institution specified below ("BANK"). BANK is authorized to charge the DDA ACCOUNT in accordance with the ACH provisions on the following page of this Agreement.

ACH OR PRE-AUTHORIZED DRAFT

CLIENT understands that funds representing the total of CLIENT's premium payments to vendors for the applicable period must be on deposit in the applicable DDA Account no later than (a) the date specified on the "Advice of Debit" or "Advice of Charge" periodically delivered to CLIENT after the claims processing period (in the case of FSA, and Commuter Benefits Services), (b) the date specified in the "Advice of Debit" or "Advice of Charge" periodically delivered to CLIENT after such services are rendered in the case of ADP's Services Fees. ADP will initiate a transfer of such funds out of such DDA Account on such date.

NOTICE

CLIENT acknowledges that if sufficient funds are not available by the date required pursuant to the foregoing provisions of this Agreement, (1) CLIENT will immediately become solely responsible for all premium payments to vendors until such time the funds are available and all related penalties and interest due then and thereafter, (2) any and all ADP Services may, at ADP's option, be immediately terminated, (3) neither BANK nor ADP will have any further obligation to CLIENT or any third party with respect to any such Services, and (4) ADP may take such action as it deems appropriate to collect ADP's Services Fees.

Client Account Agreement and Authorization to Debit For National Accounts Services, Benefits Services

EXHIBIT A

The provisions set forth in this Exhibit A shall be incorporated by reference into the Client Account Agreement and Authorization to Debit (the "Agreement"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement or the NACHA Operating Rules & Guidelines, as the same may be amended from time to time (the "NACHA Rules"), as applicable.

CLIENT makes the following agreements, certifications, authorizations, acknowledgments and warranties:

- (i) CLIENT agrees (1) to be bound by the NACHA Rules, as the same may be amended from time to time, (2) it will not submit Entries that violate the laws of the United States, (3) to comply with all U.S. laws, rules and regulations, including, as applicable, laws, rules and regulations applicable to IAT Entries (including those of the Office of Foreign Assets Control (OFAC) and the Financial Crimes Enforcement Network), (4) ADP shall have the right to audit CLIENT'S compliance with the provisions of this Exhibit A, the Agreement and the NACHA Rules, and (5) ADP shall have the right to suspend or terminate the Agreement immediately upon notice to CLIENT in the event CLIENT breaches any of the NACHA Rules;
- (ii) CLIENT (1) certifies that it has not been suspended and does not appear on a National Association list of suspended Originators, and (2) warrants that it will not transmit any Entry if it has been suspended or appears on a National Association list of suspended Originators;
- (iii) CLIENT authorizes ADP to initiate Entries on behalf of CLIENT to its Receivers' accounts and CLIENT agrees to be financially responsible to BANK for all Entries initiated by ADP on CLIENT'S behalf;
- (iv) CLIENT acknowledges and agrees that ADP and BANK (1) may restrict certain types of Entries, (2) shall have the right to reject any Entry or series of Entries, and (3) shall have the right to reverse Erroneous Entries;
- (v) CLIENT certifies that (1) prior to submission, each Entry has been properly authorized by CLIENT and the Receiver in accordance with the NACHA Rules, including, but not limited to (a) the authorization has not been revoked, (b) the Agreement has not been terminated, (c) CLIENT has no knowledge of the revocation of the Receiver's authorization or termination of the agreement between the Receiver and the RDFI concerning the Entry, and (d) at the time the Entry is processed by a RDFI, the authorization for that Entry has not been terminated, in whole or in part, by operation of law, (2) CLIENT will retain all authorizations for a minimum of two (2) years following termination or revocation of the authorization, and (3) CLIENT will provide a copy of such authorization to ADP or BANK upon request;
- (vi) CLIENT certifies and warrants that (1) all credit and debit Entries will be accurate and timely, and (2) each Entry will contain all information required by the NACHA Rules for specific Entry types, including, but not limited to, the Receiver's correct account number, dollar amount of the Entry, CLIENT'S Name, CLIENT'S Entry description;
- (vii) CLIENT acknowledges and agrees that (1) CLIENT shall be responsible for promptly detecting and correcting any errors, (2) any Entry sent to ADP that identifies the Receiver inconsistently by name and account number may be processed by BANK based solely on the account number provided, (3) ADP is authorized to take such measures as ADP deems appropriate to carry out the intent of CLIENT in completing any particular Entry, including, but not limited to, ADP may contact CLIENT or may attempt to retransmit any Return Entry, and (4) CLIENT shall indemnify ADP, its parent, subsidiaries, predecessors, successors, affiliates, directors, officers, fiduciaries, insurers, employees and agents, for any claim, demand, loss, liability or expense (including reasonable attorneys' fees, penalties, fines or interest) resulting from the debiting or crediting of any Entry or a breach of the Agreement (including the provisions of this Exhibit A);
- (viii) CLIENT agrees to implement and maintain safeguards to protect against (1) any unauthorized access to confidential information being stored, processed or transmitted in connection with Entries, and (2) submission of fraudulent Entries purportedly on CLIENT'S behalf; and
- (ix) CLIENT warrants, to the extent applicable, that (1) the origination of each IAT Entry shall comply with the laws and payment systems rules of the receiving country, and (2) any submission by CLIENT requiring initiation of an IAT Entry by ADP shall include the name and physical address of each of CLIENT and the Receiver, the account number of the Receiver and the identity of the Receiver's bank, bank ID number and bank branch code.