

Associated Benefits Connection® Administrative Services Agreement

THIS AGREEMENT is made this 24 day of September 2024 (the “Effective Date”) , by and among City of Whitewater, (“Employer,” “You” and “Yours”), Associated Bank, National Association (“Associated Bank”) and Associated Benefits Connection (“Associated Benefits Connection”). Unless otherwise indicated, Associated Bank and Associated Benefits Connection together are referred to herein as “Associated,” “We,” “Us,” “Our” and “Ours”.

Whereas, Associated has been licensed to provide third-party administrative services relative to flexible spending accounts, health reimbursement accounts and commuter benefits where required by state licensing rules;

Whereas, Employer has established a program (hereinafter “Program”) to make the following benefit plan arrangements available to its eligible employees and eligible dependents:

- Health Savings Accounts (HSA)
- Health Reimbursement Arrangements (HRA)
 - Traditional HRA
 - Limited Purpose HRA
 - Individual Coverage HRA (ICHRA)
 - Excepted Benefit HRA (EBHRA)
 - Qualified Small Employer HRA (QSEHRA)
- Flexible Spending Accounts (FSA)
 - Healthcare FSA
 - Limited Purpose FSA
 - Dependent Care FSA
 - Commuter Benefit Plan
- Lifestyle Spending Accounts (LSA)
- IRS Form 5500 preparation and filing
- Non-discrimination testing
- Premium Only Plan (POP) documents
- Wrap documents

Whereas, the components of the Program are subject to various legal requirements under ERISA, COBRA, HIPAA, IRS Code and other laws.

Whereas, Employer desires to retain Associated to provide certain administrative services in connection with the Program and Associated is willing to perform those services, all as more fully described herein.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto do hereby agree as follows:

“Agreement” means the Administrative Services Agreement entered into by Employer and Associated, effective as of the Effective Date

“Benefit Design Guide” means the questionnaire titled “Benefit Design Guide,” required to complete for Associated to set up and Employer to obtain the Services.

“Employer” means sole proprietor, partnership, association, limited liability company, or corporation that enters into a professional agreement and is retaining services from Associated.

“Employer Portal” means the online portal accessible by the internet, used by Employer to obtain information related to services.

“ERISA” means The Employee Retirement Income Security Act of 1974 (ERISA), a federal law that sets minimum standards for most voluntarily established retirement and health plans in private industry to provide protection for individuals in these plans.

“HIPAA” means the Health Insurance Portability and Accountability Act of 1996, and the regulations promulgated thereunder, as amended, as it pertains to the privacy of medical information.

“Participant” means a person who enrolls in/or maintains a Program account or uses the Participant Portal.

“Participant Portal” means the online portal accessible by the internet, used by Participants to obtain information related to their Program elections and/or account(s).

“Personal Information” means any nonpublic information relating to an individual that is exchanged between the Parties. Personal Information includes but is not limited to an individual’s name, address or telephone number, Social Security number, driver’s license number, account number, credit or debit card number, personal identification number and passwords.

“Protected Health Information” or “PHI” means records prepared, kept and maintained by a “covered entity” as that term is defined under HIPAA.

“Plan Documents” means written documents that detail the structure, rules and sponsor information for the plan.

“Plan Sponsor” means the Employer.

“Program” means a collection of resources, our system, functionality, for HSA/TPA Services.

“Program Fees” means the fees for Services, as set forth in the Program Fees Addendum, as updated and amended from time to time.

“Wrap Document” means a document that “wraps around” existing insurance policies to create a summary plan description meeting ERISA guidelines.

I. SCOPE OF RELATIONSHIP

- a. EMPLOYER HAS THE SOLE AND FINAL AUTHORITY to establish, maintain, and control and manage the operation of the Program. Associated Bank’s services under this Agreement are solely ministerial and non-discretionary in nature. Associated does not assume any responsibility, legal or otherwise, for the general design of the Program, the adequacy of its funding, or any act or omission or breach of duty by Employer. Nor is Associated in any way deemed an insurer, underwriter, or guarantor with respect to any benefits payable under the Program. Associated merely facilitates payments as directed by the Participants for the eligible expenses of the Program as determined by the Employer and does not assume any financial risk or obligation with respect to premium payments or claims for benefits payable by Employer under the Program. To the fullest extent permitted under applicable law, Associated does not intend to be a “named fiduciary,” “plan sponsor” or “plan administrator” (as such terms are defined in ERISA, other applicable law, or the Program document) or assume any of the OBLIGATIONS OR RESPONSIBILITIES CORRESPONDING TO THOSE DESIGNATIONS.
- b. Unless required by applicable law, nothing in this Agreement shall be deemed to (A) render Associated a party to the Program; (B) confer upon Associated any authority or control respecting management of the Program, authority or responsibility in connection with administration of the Program, or responsibility for the terms or validity of the Program; or (C) impose upon Associated any obligation to any employee of Employer, any Participant or any person otherwise entitled to benefits through the Program.

II. RESPONSIBILITIES OF THE PARTIES

- a. Plan Sponsor and Administrator
 - i. Employer is both the sponsor and administrator of the Plan and is responsible for:
 1. ensuring the Program complies with all applicable federal, state and local tax codes, including IRS Code §§ 105, 106, and 125;
 2. establishing, amending, terminating and interpreting the Program documents and provisions;
 3. determining whether particular claims shall be paid;
 4. collecting refund payments from Participants in situations such as overpayments due to process contribution amounts, excess deduction amounts, debit card retrospective claims review collections and other situations requiring refund of overpayments; and
 5. timely notifications of Participant terminations from the Program.
 - ii. Employer will provide to Associated names and contact information for persons authorized to take actions for or provide information on behalf of Employer and/or the Program. Until notified of a change, Associated may reasonably rely upon this information.
- b. Program Design
 - i. Employer will provide Associated with a completed Benefit Design Guide for any components of its Program prior to the Effective Date of this Agreement.
 - ii. Completion of the Benefit Design Guide, and execution of this Agreement, constitute adoption of the Program, as identified in the Benefit Design Guide.
 - iii. To the best of its ability, Employer will notify Associated of any changes to the Program at least 30 days before the effective date of such changes. Program changes are subject to review and approval by Associated.
 - iv. Employer agrees to hold Associated harmless for any retroactive changes to the plan design. In the event the change requires reprocessing of claims, Employer agrees to pay the fee as set forth in the Program Fees.

- c. Plan Documents: The Wrap Document is an optional service provided at an additional cost (see Addendum - Program Fees). Where Employer has contracted with Associated to provide these services for the Wrap Document, and for all other necessary cafeteria plan documents the following will apply:
 - i. Associated will supply template plan documents to Employer. It is Employer's responsibility to create and maintain lawful Program documents, including Summary Plan Description, any amendments or material modifications as applicable, and any resolutions enacted pertaining to the adoption and operation of the Program.
 - ii. Associated will operate as though the template documents are the Program documents, unless otherwise provided by Employer
 - iii. Associated will make Program documents available in the Participant Portal when provided by Employer.
 - iv. Employer is responsible for the Program's compliance with all applicable laws and regulations, including amendments to the plan documents as necessary to comply with changes to laws or regulations, as well as distribution of documents in accordance with ERISA section 125.
 - v. Employer is responsible to pay any fee or penalty arising from the Program that is assessed by the IRS, Department of Labor, and/or other federal, state or local governmental agencies.
- d. Enrollment and Eligibility
 - i. Associated will provide Employer its standard enrollment kit in electronic format. If the Employer requires paper enrollment, there may be a separate fee charged, as set forth in the Program Fees.
 - ii. Employer agrees to supply all necessary information to Associated for enrollment of Participants in the Program.
 - iii. The submission of a Participant's enrollment form, or data submitted by the Employer regarding enrollment of a Participant, shall inform Associated that such Participant is eligible to participate in the Program and shall relieve Associated of any requirement to investigate the eligible status of the Participant.
 - iv. In supplying Participant information for nondiscrimination testing, Employer will not provide a true employee identifier. In other words, the identification number supplied will not include any Participant's Social Security number, birth date, or any other identification number as assigned by Employer and used in the regular course of employment. Where Employer uses a true employee identifier for nondiscrimination testing, Employer agrees to hold Associated harmless regarding the use of that identification number.
 - v. Employer agrees to notify Associated immediately upon termination of employment or other loss of eligibility of a Participant from a Program.
 - vi. Associated shall have no liability to Employer or Participant as a consequence of inaccurate eligibility information, and Associated shall not have any obligation to credit Employer for any claims, expenses or administrative fees incurred or paid between the end of a Participant's eligibility period and the period when Associated was notified, which occurred as a consequence of Employer failing to provide notice of any changes to Participant eligibility.
- e. Debit Card
 - i. Associated will provide Participants with a debit card integrated with the Program, if applicable, which will allow them to make purchases for eligible expenses under the Program. The debit card can be used at any eligible merchant, provided the merchant has configured the merchant code to identify itself correctly. Associated has no control over a merchant's use of codes and whether the debit card is allowed or disallowed at a point of sale.
 - ii. Debit cards are subject to the terms and conditions described in the cardholder agreement between the issuer and the individual Participants. The cardholder agreement will be provided to Participants upon the issuance of the debit card.
 - iii. Where Participants use the debit card, charges will be auto-adjudicated pursuant to Internal Revenue Service ("IRS") rules, where possible. In the event the purchase cannot be auto-adjudicated, Associated will request substantiation from the Participant.
- f. Claims
 - i. Participants may make claims for reimbursement from the Program through the Participant Portal, through the Program's mobile application, through use of the debit card, or by submitting a paper reimbursement form, which is found either in the Participant Portal or by calling Participant Services.
 - ii. Associated will review claims received from Participants in accordance with standards set forth under applicable law, including IRS guidelines concerning eligible expenses, and Department of Labor ("DOL") claims procedure regulations. Associated shall have no discretionary authority with respect to the processing of claims under the Program, as such claims shall be processed in accordance with the framework of policies, interpretations, rules, practices and procedures established by Employer for the Program.
 - iii. Associated will process reimbursements to eligible Participants for eligible expenses, in accordance with Plan terms and in its usual and customary manner.
 - iv. Reimbursements will be processed upon Associated receiving a claim request with all pertinent information, including enough information to substantiate the claim, and where Employer has sufficient funds at the time the claim is submitted. Reimbursements will occur within a timeframe established in the Benefit Design Guide.

- v. Where Employer allows Participants to receive paper checks, Employer understands Participants must have a minimum reimbursement of \$5 for a check to be issued. Otherwise, claim reimbursement will be held until the \$5 threshold is met; or until the end of the Plan's plan year, whichever occurs first. Employer authorizes Associated to affix to paper reimbursement checks any facsimile signature Employer provides to Associated. If Employer fails to provide a facsimile signature to Associated, Employer authorizes any officer of Associated and its affiliates to sign paper reimbursement checks as the representative of and on behalf of Employer.
- vi. If Participant is not able to substantiate a claim, or if payment for an expense is advanced through the debit card and subsequently deemed not an eligible expense under the Program, Associated will attempt to collect these amounts from the Participant, withhold from future claims to Participant, and/or disable the debit card to the extent permitted by applicable law. Where unsuccessful, Employer will be responsible for collecting such amounts. Associated will make data available to the Employer that identifies the Participant and amounts to enable Employer to deduct an amount equal to the unsubstantiated or ineligible reimbursement from the Participant's paycheck or to add to the Participant's taxable wages, if allowed by applicable law.
- vii. Where a claim is not paid in full, Associated shall provide written denial notices in accordance with the terms and conditions, including timeframes, of the applicable Program and applicable law.
- viii. If an administrative error occurs resulting in an overpayment or other erroneous payment to a Participant, Associated retains the right to recoup the overpayment from the Participant so the Program can be appropriately credited.
- g. Appeals
 - i. Where a Participant files an appeal of any denial, Associated will review in accordance with ERISA claims appeal rules, where applicable.
 - ii. Associated will have the authority and responsibility for interpreting the provisions of the Program and deciding all questions of fact and/or interpretation arising under the Program.
- h. Reporting
 - i. Associated shall make available to Employer at least monthly via the Employer Portal report(s) providing information such as transactions from Participant accounts during the preceding month, payment history and status of claims.
 - ii. Employer must review reports in a timely manner and notify Associated of any errors identified within two (2) business days upon receipt of such reports. After that period, Associated will correct transactional errors reflected on reports, but will not be liable for consequential damages due to any errors not reported in a timely manner.
 - iii. Periodically, where required, Associated will make data available to the Employer that identifies the Participant and amounts received from the Program to enable Employer to add such amounts to the Participant's taxable wages.
 - iv. Where Employer offers an HRA, Associated will report to the Centers for Medicare and Medicaid Services ("CMS") under Medicare section 111 for any applicable individual in connection with the Employer's HRA. Employer agrees to provide necessary information to Associated in a timely manner, including Participant Social Security numbers, to identify Medicare recipients and to complete Section 111 reporting. Where Employer fails to provide this information in a timely manner, Employer holds Associated harmless, including for any penalties from the CMS.
 - v. Upon request, Associated will provide Employer a summary of fees paid by Employer or by Participants for the most recent plan year for purposes of preparing a Schedule C (Form 5500) for the Program.
 - vi. Annually, Associated will provide Employer with a report of all reimbursement of claims, which will be made available in the Employer Portal.
 - vii. Employer shall be responsible for wage reporting and any other tax reporting requirements applicable to it and/or the Program under federal, state or local law.
- i. Books and Records
 - i. Associated will maintain the usual and customary books, records and documents, including electronic records, that relate to the Program and its Participants that either were prepared or provided to Associated. These books, records and documents are the property of Employer and Employer has the right of continuing to access them during normal business hours at the offices of Associated with reasonable prior notice.
 - ii. Associated will maintain these records for a period of seven (7) years or until delivered to Employer, whichever occurs first.
 - iii. Upon termination of this Agreement, Associated will deliver or make available for retrieval, all books, record, and documents, subject to any right to retain any copies as necessary to comply with any law or regulation. Employer may be subject to reasonable charges for transportation, copying or providing an electronic copy in a usable format.
- j. Non-discrimination Testing
 - i. Employer is responsible for non-discrimination testing of the Program under the Internal Revenue Code ("IRC"), prior to the plan start date and prior to any renewal plan-year start date.
 - ii. Associated agrees to assist Employer by providing certain non-discrimination testing annually for the Program. Additional testing can be conducted for an additional cost, as identified in the Program Fees.

- iii. Testing will include the following tests, where applicable: (KeyDCAP) Code Section 125 25% Key Employee Concentration Test; Code Section 129 More than 5% Owners Concentration Test; and Code Section 129 55% Average Benefits test.
 - iv. Employer agrees to provide all necessary information in the format requested by Associated for non-discrimination testing. If the information is not provided as requested, Associated is unable to complete non-discrimination testing.
 - v. Employer is solely responsible for resolving any issues raised by non-discrimination testing. Associated may provide general guidance, but ultimately it is up to the Employer to choose what option, if any, to implement in order to correct any identified failure and take appropriate action.
 - vi. Employer agrees to keep all records of any non-discrimination testing, as well as records relating to remediation of issues for a period required by applicable law.
- k. 5500 Services. The 5500 Service is an optional service provided at an additional cost (see Addendum - Program Fees). Where Employer has contracted with Associated to provide these services, the following will apply:
Employer is responsible for 5500 filings under applicable Department of Labor regulations.
Employer is responsible for providing the following information for each employee welfare benefit plan:
- i. Plan Sponsor's name;
 - ii. Plan Sponsor's EIN/TIN.
 - 1. Associated will work with a third-party vendor to prepare the Form 5500, based on the information downloaded from the DOL database and the additional information provided by Company.
 - 2. Employer is responsible for review and approval of the Form 5500.
 - 3. Employer may choose to electronically sign the Form 5500 and forward it to the third party vendor for filing, or the third party vendor electronically signs the Form 5500 based on the proper delegation of authority from the Employer. The third party vendor then electronically files the Form 5500 and obtains confirmation of successful filing and provides same to the Employer.
- l. Customer Service
- i. Associated will maintain a telephone support line for Employers with live assistance during standard operating hours on weekdays, excluding all federal holidays and observed federal holidays.
 - ii. Participants will also have access to toll-free telephone support with live assistance during standard operating hours on weekdays, excluding all federal holidays and observed federal holidays. An automated telephone response system will be available 24 hours a day, 7 days a week.
 - iii. Associated shall not be deemed to be in default of this Agreement as a result, nor held responsible for, any cessation, interruption or delay in the performance of its obligations hereunder due to causes beyond its reasonable control, including, but not limited to, natural disaster, pandemic, act of God, labor controversy, civil disturbance, disruption of public markets, war or armed conflict, or the inability to obtain sufficient materials or services required in the conduct of its business, including internet access or any change in or the adoption of any law, judgment or decree.
- m. Portal
- i. Associated will provide access to its Employer Portal to allow Employer to enter and update Participant information; access account information, enrollment forms and reimbursement forms, and to download reports. Employer may also verify whether a Program account has been opened for a Participant and transmit payroll information. Employer is responsible for all hardware and software necessary to access the Employer Portal.
 - ii. Participants will be provided an opportunity to utilize the Participant Portal, an online portal accessible by the internet, to enroll in the Program, update information, view claims and obtain electronic forms relating to the Program. Participants utilizing the Participant Portal will be required to electronically agree to the Portal agreement, E-SIGN acknowledgment, and a Mobile App agreement where they choose to also use the mobile app.
 - iii. The Employer and Participant Portal will be available 24 hours a day, 7 days a week, except during periods of scheduled system maintenance and upgrades. Employer acknowledges that the internet is a publicly accessible network and not under the control of any party. Associated Bank's provision of Services is dependent upon the proper functioning of the internet and services provided by telecommunications carriers, firewall providers, encryption system developers and others.

III. FUNDING

- a. Employer is responsible for claims made pursuant to, and the benefits to be provided by, the Program. Employer agrees to accept liability for, and provide sufficient funds to satisfy, all payments to Participants under the Program, including claims for reimbursement for covered expenses as described in the applicable Program documents, if such expenses are incurred and the claim is presented for payment during the term of this Agreement, or any subsequent run-out period as may be specified by the Program.
- b. Employer will provide Associated with information relating to an Employer-owned bank account ("Employer Account") to be used for expenses related to the Program. Employer must complete an Automated Clearing House ("ACH") Authorization form and update such form any time there are changes to the Employer Account. Employer is required to deposit funds for the purposes of funding contributions, claim reimbursements, debit card transactions, and payment of Program fees.

- c. Employer shall cooperate with Associated to reconcile accounts in the event of discrepancies between the funds required to pay the expenses of the Program and the actual funds transmitted and received by the Account.
- d. The funds in the Employer Account shall be clearly separate from any funds otherwise made available for other purposes (e.g. service charges, fees, and expenses). It is the Employer's intent that the Program be operated to fall within an exception or nonenforcement policy with respect to ERISA's trust requirement for plan assets.
- e. Employer authorizes Associated to debit from the Account, for the amount of all expenses of the Program for the term of this agreement.
- f. In the event of non-sufficient funds ("NSF"), Employer agrees to any additional fee, as outlined in the Program Fees Addendum. Moreover, Associated may require Employer to fund a collateral account sufficient to pay future Program expenses.

IV. FEES

- a. Employer agrees to pay all Program Fees as applicable. Employer shall either complete an Automated Clearing House ("ACH") Authorization Form to provide Associated the ability to collect fees, or provide other means to collect all Program Fees, as mutually agreed upon.
- b. Fees are set forth in Addendum (see Addendum - Program Fees) as of the Effective Date of this Agreement. However, fees may change at any time. You will be provided notice within 30 days of any change. Optional services are billed separately and subject to change. Additional fees for services not otherwise addressed in Program Fees will be agreed upon by both Parties.
- c. Setup fees, where applicable, are nonrefundable after the Effective Date of this Agreement.
- d. Where Associated has reason to believe Employer's financial condition is such that fees may not be paid timely, Associated may require payment in advance of performing services for any particular period.
- e. HIPAA: Associated is not a "covered entity" or "plan sponsor" as those terms are defined under Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and the regulations promulgated thereunder, as amended. However, Associated may be a "business associate" of Employer, and as such, should have a Business Associate Agreement. Any Business Associate Agreement attached to this Agreement in an Addendum (see Addendum – Business Associate Agreement), or as modified from time to time and executed by both Parties, is incorporated herein by reference. If there is a conflict between this Agreement and the Business Associate Agreement, the Business Associate Agreement will control but only with respect to the subject matter of the Business Associate Agreement.

V. CONFIDENTIALITY AND DATA SECURITY

- a. Confidential Information covered by this Agreement includes, but is not limited to, the following:
 - i. any Personal Information or PHI (as such terms are defined herein).
 - ii. business or financial information relating to data processing, personnel, marketing and business plans, sales, customers, pricing, costs, cost estimates, cost projections and quotations;
 - iii. other information which the disclosing party identifies in writing as confidential before or within thirty (30) days after disclosure to the receiving party.
- b. Both Parties each acknowledge that in contemplation of entering into this Agreement, each party has revealed and disclosed, and shall continue to reveal and disclose to the other, information which is proprietary or confidential information of such party. Employer and Associated agree that each party shall (1) keep such proprietary or confidential information of the other party in strict confidence; (2) not disclose confidential information of the other party to any third parties or to any of its employees not having a legitimate need to know such information; (3) not use confidential information of the other party for any purpose not directly related to and necessary for the performance of its obligations under this Agreement, unless required to do so by a court of competent jurisdiction or a regulatory body having authority or require such disclosure; and (4) comply with the terms of use and disclosure of PHI in any Business Associate Agreement.
- c. Employer agrees to take appropriate measures to (1) protect the security and integrity of the Employer Portal; (2) protect against unauthorized access to or use of the Employer Portal; (3) to protect all Participant information printed, extracted, downloaded or otherwise obtained from the Employer Portal from unauthorized access or disclosure; and (4) to protect all Personal Information provided to Associated or its third-party vendor partner.
- d. All Personal Information and all information entered by Participants in the Participant Portal is owned by and shall always remain the property of Associated.
- e. Employer represents and warrants it will provide the appropriate disclosures to, and obtain the appropriate authorizations or consents from, its employees that may be required under applicable law prior to sending the personal or financial information to Associated. Associated is under no duty to obtain authorization or consent and shall not be liable for any failure by Employer to obtain such authorization or consent.
- f. Information revealed or disclosed by a party for any purpose not directly related to and necessary for the performance of such party's obligations under this Agreement shall not be considered confidential information for purposes hereof (1) if, when, and to the extent such information is or becomes generally available to the public without the fault or negligence of the party receiving or disclosing the information; (2) if the unrestricted use of such information by the party receiving or disclosing the information has been expressly authorized in

writing and in advance by an authorized representative of the other party; or (3) if required by applicable law or regulation, or regulatory body, or otherwise pursuant to its obligations under the Business Associate Agreement.

- g. In the event Employer identifies unauthorized access to or release of Personal Information, or unauthorized access to the Employer Portal (collectively a "Security Breach Event"), Employer must notify Associated immediately and not later than within 24 hours of discovery or suspicion of a Security Breach Event has occurred. Notification will be given to Associated via telephone at 920-405-2999, or via email at cyberdefensecenter@associatedbank.com. Employer must also take appropriate and timely action to address the Security Breach Event; including investigating the cause thereof and making the appropriate changes to its systems, practices, programs, and controls to mitigate the likelihood of a recurrence. Employer will keep Associated informed in a timely manner of all relevant information regarding the Security Breach Event, including without limitation the conditions leading to the Security Breach Event, the root cause thereof, the current status of the Security Breach Event, whether the information involved was encrypted, and all other information requested in order to ascertain the specific information subject to the Security Breach Event and the identities of all affected individuals.
- h. Employer shall defend, hold harmless and indemnify Associated from and against any and all losses, damages, liabilities, judgments, fines, penalties, costs and expenses (including without limitation attorneys' fees and expenses) whatsoever arising because of the unauthorized access to or release of Personal Information, except where such unauthorized access or release is the result of a breach of Associated Bank's obligations under this Agreement. Employer acknowledges that, in addition to indemnification of claims asserted by third parties, the foregoing indemnification obligation covers, without limitation, the costs directly or indirectly incurred in notifying affected parties of the unauthorized access to or release of Participant information, and purchasing identity theft remediation services including credit monitoring for affected parties, any fines or penalties assessed by regulatory authorities or industry groups or organization, and the cost of any study commissioned to determine the cause of the unauthorized access to or release of Personal Information.

VI. TERM AND TERMINATION

- a. Term. The initial term of this Agreement shall commence on the Effective Date set forth above for a period of three (3) years ("Initial Term") and shall thereafter automatically renew subsequent periods, for the the term of one (1) year, with each period referred to as a "Renewal Term", unless otherwise terminated as set forth herein.
- b. Termination:
 - i. Automatic Termination: This Agreement will automatically terminate at the earliest of the following (1) the effective date of any legislation which makes the Program or this Agreement illegal; (2) the date either party becomes insolvent, bankrupt, or subject to liquidation, receivership, or conservatorship; or (3) the termination date of the Program, subject to any agreement between the Parties regarding payment of benefits after the Program is terminated.
 - ii. Termination for Cause
 - 1. Associated may terminate this Agreement upon written notice in the event Employer fails to pay the Program Fees, where applicable, or fails to provide funds for payment of claims, within ten (10) business days after they are due and payable.
 - 2. Either party may terminate this Agreement without penalty for material breach of this Agreement upon giving thirty days (30) advance written notice and provided the breaching party fails to cure such material breach within such notice period.
 - iii. Termination without Cause: Either party may provide notice of non-renewal to the other at least ninety (90) days in advance of the end of current term.
- c. Impact of Termination
 - i. Upon termination of this Agreement, Associated will complete services that pertain to the period prior to the effective date of the termination. This will include review and payment of claims for the runout period after the final plan year (or part thereof) up to 90 days, at the discretion of the Employer. Employer is responsible for all fees related to these services during that period.
 - ii. For terminations prior to the completion of the Initial Term for any reason other than those listed in the Automatic Termination section above, an early termination fee will be assessed to the employer in the amount of \$25 times the number of health savings accounts active at any time during the final year in which Associated provided administration services.
 - iii. Associated may charge reasonable fees for reports or other information requests from Employer following termination of this Agreement.
- d. The provisions in this Agreement regarding indemnity, confidentiality, privacy, security, limitation of liability, governing law, dispute resolution and venue, shall survive the expiration or termination of this agreement for any reason as well as other provisions that by their nature are intended to survive termination of this Agreement.

VII. INDEMNIFICATION

- a. Whenever possible and consistent with this Agreement, Associated will act as directed by Employer. Associated is entitled to rely on any information provided by Employer as accurate, valid and complete.

Moreover, Employer agrees to indemnify Associated for its good faith actions or failures to act in accordance with directions or data received from Employer, including its authorized agents.

- b. Employer agrees to indemnify Associated, its agents, affiliates and subsidiaries, successors and assignees (each, an "Indemnified Party") from and against any and all losses, damages, claims, demands, actions causes of action and related costs or expenses, including, without limitation, reasonable attorneys' fees and legal expenses and sums paid or incurred in connection with settling or defending such claims, actions or judgments, incurred by or made against the Indemnified Party as a result of (1) any breach of Employer's material obligations, representations, warranties or covenants under this Agreement, except to the extent resulting from the gross negligence, bad faith, or willful misconduct on the part of the Indemnified Party; (2) any negligent act or omission or misrepresentation by any officer, director, employee or authorized agent of Employer in connection with the performance of Employer's duties under this Agreement; or (3) actions or failures to act in accordance with the directions and data received from Employer or Employer's authorized agents.
- c. Employer further indemnifies Associated from any liability, expense, demand or other obligation resulting from or arising out of any applicable premium charge, tax or similar assessment (federal or state) for which the Program or Employer is solely liable.
- d. These obligations are in addition to any indemnification obligations related to confidentiality referenced herein.
- e. Associated agrees to hold Employer, its employees, directors and agents harmless against all damages, losses and other liabilities incurred arising from any gross negligence or intentional misconduct by Associated in performing this Service Agreement.
- f. Associated has the right to elect to assume defense and control such defense, including selection of counsel.

VIII. LIMITATION OF LIABILITY

- a. While knowledge of the legal, tax and financial issues related to the products, services and advice offered by Associated is an important part of its expertise, the products, services, and advice do not constitute, and should not be construed as providing, legal, tax or financial advice. Employer agrees to use the products, services or advice offered under this Agreement at its own risk and to take full responsibility for any use it may make of the products, services or advice offered under this Agreement. Employer acknowledges that, in providing products, services or advice under this Agreement, Associated is not acting in the capacity of a fiduciary, and Employer hereby waives any rights to pursue any type of fiduciary claim against Us.
- b. Associated is not responsible or liable for acts or omissions made in reliance upon erroneous data provided by Employer, including officers, employees, agents or subcontractors, or Employer's failure to perform duties or obligations under this Agreement.
- c. Employer agrees that Associated shall not be liable in any respect for the actions or omissions of any third-party wrongdoers (i.e. hackers, not employed by such party or its affiliates) or any third parties involved in the services and shall not be liable in any respect for the selection of any such third party, unless that selection was grossly negligent.
- d. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN AND EXCEPT AS PROHIBITED BY APPLICABLE LAW, NEITHER ASSOCIATED NOR ITS AFFILIATES SHALL, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR INDIRECT DAMAGES OF ANY KIND OR NATURE WHATSOEVER (INCLUDING DAMAGES RELATING TO LOSS OF PROFITS, INCOME, GOODWILL OR DATA), WHETHER OR NOT ASSOCIATED OR ITS AFFILIATES KNEW OR WERE APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES. IN NO EVENT SHALL ASSOCIATED NOR ITS AFFILIATES BE LIABLE FOR ANY CLAIM OR CLAUSE OF ACTION, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER LEGAL THEORY (I) IN THE CASE OF A TRANSFER OF MONEY OR OTHER PAYMENT THAT IS MISDIRECTED, LOST OR OTHERWISE PAID TO THE WRONG PERSON AS A RESULT OF FAILURE TO COMPLY WITH THE TERMS OF THIS AGREEMENT OR APPLICABLE LAW, FOR AN AMOUNT IN EXCESS OF THE FACE AMOUNT OF SAID TRANSFER AND (II) IN ALL OTHER CASES, FOR AN AMOUNT IN EXCESS OF THE TOTAL PROGRAM FEES PAID BY EMPLOYER DURING THE 12-MONTH PERIOD PRIOR TO THE MONTH IN WHICH THE ACT OR OMISSION GIVING RISE TO THE CLAIM OCCURRED.
- e. NO THIRD PARTY SHALL HAVE ANY RIGHTS OR CLAIMS AGAINST ASSOCIATED UNDER THIS AGREEMENT.
- f. NO CLAIM MAY BE ASSERTED AGAINST ASSOCIATED WITH RESPECT TO ANY EVENT, ACT OR OMISSION THAT OCCURRED MORE THAN THIRTY-SIX (36) MONTHS PRIOR TO SUCH CLAIM BEING ASSERTED.

IX. INTELLECTUAL PROPERTY

Each party owns all right, title and interest (including all intellectual property rights) in and to its trademarks, service marks, logos, and taglines (collectively, "Marks") and this Agreement does not confer on a party any right, interest, claim or title in or to the other party's Marks or any intellectual property therein and no license (whether express or implied) is granted to a party, by estoppel or otherwise, to the other party's Marks or any intellectual property therein.

X. SURVIVAL

The provisions of Sections V, VII, VIII, XI, and XII shall survive the expiration or termination of this Agreement for any reason as well as other provisions that by their nature are intended to survive the termination of this Agreement.

XI. ARBITRATION

If the parties are unable to resolve any Dispute as contemplated by Section 12 of this Agreement, such Dispute will be resolved by binding arbitration in accordance with the terms of this Section as set forth below. Any party may by summary proceedings, bring an action in court to compel arbitration of a Dispute. Any party who fails or refuses to submit to arbitration following a lawful demand by any other party will bear all costs and expenses incurred by such other party in compelling arbitration of any Dispute.

Governing Rules: Arbitration proceedings will be administered by the American Arbitration Association ("AAA") or such other administrator as the parties will mutually agree upon. Arbitration will be conducted in accordance with the AAA Commercial Arbitration Rules. If there is any inconsistency between the terms hereof and any such rules, the terms and procedures set forth herein will control. All Disputes submitted to arbitration will be resolved in accordance with the Federal Arbitration Act (Title 9 of the United States Code). The arbitration will be conducted at a mutually agreed upon location in the state whose laws are set forth in Section 12.1 of this Agreement as the governing law for the Agreement ("Arbitration State"), as selected by the AAA or other administrator; the parties hereby waive any claim of forum non conveniens. All statutes of limitation applicable to any Dispute will apply to any arbitration proceeding. All discovery activities will be expressly limited to matters directly relevant to the Dispute being arbitrated. Judgment upon any award rendered in an arbitration may be entered in any court having jurisdiction; provided, however, that nothing contained herein will be deemed to be a waiver, by any party that is a bank, of the protections afforded to it under 12 U.S.C. §91 or any similar applicable state law.

No Waiver; Provisional Remedies: No provision hereof will limit the right of any party to obtain provisional or ancillary remedies, including injunctive relief, attachment or the appointment of a receiver, from a court of competent jurisdiction in the Arbitration State or elsewhere before, after or during the pendency of any arbitration or other proceeding. The exercise of any such remedy will not waive the right of any party to compel arbitration or reference hereunder.

Arbitrator Powers: Arbitrators (1) will resolve all Disputes in accordance with the substantive law of the Arbitration State, without regard to such state's conflict of laws provisions, (2) may grant any remedy or relief that a court of the Arbitration State could order or grant within the scope hereof and such ancillary relief as is necessary to make effective any award, and (3) will have the power to award recovery of all costs and fees, to impose sanctions, and to take such other actions as they deem necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure or the Rule of Civil Procedure in the Arbitration State.

XII. GOVERNING LAW; DISPUTE RESOLUTION; VENUE

This Agreement is made pursuant to and shall be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to its conflict of laws principles, and, to the extent applicable, the laws of the United States.

The parties will attempt in good faith to amicably resolve any dispute, claim or breach arising out of or relating to the Agreement (each, a "Dispute") by negotiations between executives of the parties who have authority to settle the Dispute.

The parties shall continue to perform their obligations under the Agreement in good faith during the resolution of such dispute, as if such dispute had not arisen, unless and until the Agreement is terminated.

The parties hereby agree that the Wisconsin Circuit Court for Brown County and the United States District Court for the Eastern District of Wisconsin shall have exclusive jurisdiction over any controversy between the parties hereto relating to the Agreement. The parties hereto hereby submit to the personal jurisdiction of such courts, hereby waive any claim or defense based on the jurisdiction or venue of such courts and agree not to commence an action against the other party in any other court.

XIII. FORCE MAJEURE

Neither party shall be liable for any delay in performing hereunder if such delay is caused by conditions beyond its control, such as (by way of illustration) government restrictions, wars, insurrections, acts of terrorism, pandemic or natural disasters, provided the affected party is without fault in causing such delay, uses all reasonable diligence to mitigate the effects of the force majeure event and restore normal operations as soon as possible, and implements its disaster recovery Benefit Plan in accordance with its terms, as applicable.

XIV. MISCELLANEOUS

- a. Employer agrees all electronic transfers of funds are subject to the rules of applicable automated clearinghouse organizations, state laws and federal laws and regulations.

- b. Each Party agrees to retain a copy of this Agreement for the duration of the relationship and for six (6) years thereafter, or as otherwise required by state or federal law.
- c. Assignment: Employer may not assign this Agreement or its duties hereunder without Associated Bank's prior written consent.
- d. Waiver: The failure of either party to enforce at any time or for any period any of the provisions of this Agreement shall not be construed as a waiver of such provisions.
- e. This Agreement is a valid and legal agreement binding on the parties hereto and enforceable in accordance with its terms. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, or to violate any applicable law, then it shall be deemed null and void solely to the extent thereof, without affecting the rest of this Agreement.
- f. Notice: Any notice, request, demand, or other communication required or permitted to be given hereunder shall be deemed to be given upon receipt after having been personally delivered; deposited in the United States mail, certified or registered mail, postage prepaid, return receipt requested; or with a nationally recognized overnight delivery service (e.g., Federal Express, DHL, UPS) as follows:
 - i. Employer: The most recent address and contact information on file.
 - ii. Associated Bank, P.O. Box 19097, Green Bay, WI 54307
- g. Entire agreement: This Agreement contains the complete understanding of the parties relating to the subject matter herein and shall be deemed to supersede and cancel all previous contracts, arrangements, prior negotiations and/ or understandings.

XV. STATE-SPECIFIC DISCLOSURES

MICHIGAN

The state of Michigan requires in statute MCL 550.932 that:

- a. The person contracting for the services shall provide written notice to each individual covered by the plan, which written notice shall contain the following information:
 - i. What benefits are being provided.
 - ii. Of changes in benefits.
 - iii. The fact that individuals covered by the plan are not insured or are only partially insured, as the case may be.
 - iv. If the plan is not insured, the fact that in the event the plan or the plan sponsor does not ultimately pay medical expenses that are eligible for payment under the plan for any reason, the individuals covered by the plan may be liable for those expenses.
 - v. The fact that the TPA merely processes claims and does not insure that any medical expenses of individuals covered by the plan will be paid.
 - vi. The fact that complete and proper claims for benefits made by individuals covered by the plan will be promptly processed but that in the event there are delays in processing claims, the individuals covered by the plan shall have no greater rights to interest or other remedies against the TPA than as otherwise afforded them by law.

IN WITNESS WHEREOF, the parties hereto have executed the foregoing Agreement as of the date first written above.

COMPANY NAME	ASSOCIATED BANK, N.A.
<hr/>	<hr/>
Signature	<i>Melissa Hukriede</i>
<hr/>	<hr/>
Print Name	Melissa Hukriede
<hr/>	<hr/>
Title	SVP, Director of HSA/TPA Solutions
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Addendum – Business Associate Agreement

This Business Associate Agreement (“Agreement”) is entered into between [Enter Employer Name] (“Covered Entity”) on behalf of the plans covered by the Administrative Services Agreement and Associated Bank, N.A. (“Business Associate”), collectively “The Parties,” as of [Enter Effective Date] (“Effective Date”).

I. BACKGROUND

Business Associate is the claims administrator for Covered Entity’s Health Reimbursement Account (HRA) and/or Health Flexible Spending Account (FSA). As such, Business Associate will have access to Protected Health Information (PHI) related to those plans. The purpose of this Agreement is to comply with the Business Associate Agreement requirements as set forth in the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, as amended from time to time (collectively, “HIPAA”) and as amended by the Health Information Technology for Economic and Clinical Health Act (“HITECH”). In the event of any inconsistency between the provisions of this Agreement and the HIPAA Privacy and Security Rules, as may be amended from time to time by the Secretary or as a result of interpretations by HHS, a court, or another regulatory agency, the HIPAA Privacy and Security Rules shall prevail.

II. DEFINITIONS

- a. Unless otherwise specified in this Agreement, all capitalized terms used in this BAA not otherwise defined have the meanings established for purposes of HIPAA, as amended by HITECH.
- b. Breach shall have the meaning given in 45 CFR §164.402.
- c. Designated Record Set shall have the meaning given in 45 CFR §164.501.
- d. Electronic Protected Health Information shall have the meaning given in 45 CFR §160.103.
- e. HIPAA shall mean the Health Insurance Portability and Accountability Act of 1996 and any amendments thereto.
- f. “HIPAA Privacy and Security Rules” shall mean HIPAA, HITECH, 45 CFR parts 160-164, and any other implementing regulations pertaining to the privacy or security of PHI.
- g. HITECH shall mean the Standards for Privacy and Security of Personal Health Information in Subtitle D (Privacy) of the Health Information Technology Economic and Clinical Health Act of 2009.
- h. Limited Data Set shall have the meaning given in 45 CFR §164.514(e)(2).
- i. Minimum Necessary shall mean a Limited Data Set or, if needed, the minimum necessary PHI to accomplish the intended purpose of a use, disclosure or request, until the effective date of the guidance required by §13405(b)(1)(B) of HITECH, at which time the term shall have the meaning specified in such guidance.
- j. Protected Health Information (PHI) shall have the meaning given in 45 CFR §160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- k. Required by Law shall have the meaning given in 45 CFR §164.103.
- l. Secretary shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- m. Unsecured Protected Health Information shall have the meaning given in 45 CFR §164.402.

III. BUSINESS ASSOCIATE ACKNOWLEDGEMENTS, OBLIGATIONS, PERMITTED USES AND DISCLOSURES

- a. Business Associate acknowledges it is subject to the requirements of the HIPAA Privacy and Security Rules to the extent required by HITECH and will comply with those rules and any other requirements applicable to Business Associate relating to the confidentiality of PHI under any federal or state law, including but not limited to the regulations pertaining to the confidentiality of substance use disorder patient records found at 42 CFR Part 2.
- b. Except as otherwise expressly limited in the Agreement, Business Associate may use or disclose PHI:
 - i. To perform functions, activities, or services for, or on behalf of, Covered Entity in connection with the Administrative Services Agreement and any other agreements in effect between Covered Entity and Business Associate.
 - ii. For the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that if Business Associate further discloses PHI:
 1. The disclosure is Required by Law; or
 2. The Business Associate obtains reasonable assurances from the third-party to whom the information is disclosed that the PHI will be held confidentially and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the third-party and the third-party agrees to notify the Business Associate of any instances of which the third-party is aware in which the confidentiality of the information has been Breached.
 - iii. To provide Data Aggregation services to Covered Entity as permitted by 45 CFR §164.504(e)(2)(i)(B).
 - iv. To report violations of law to appropriate Federal and State authorities, consistent with 45 CFR §164.502(j) (1), Business Associate agrees to not use or further disclose PHI other than as permitted or required by the Agreement or as Required by Law.
- c. Except as permitted by 45 C.F.R. §164.502(b)(2), Business Associate agrees to limit its use, disclosure and requests of PHI under the Agreement to the Minimum Necessary.

- d. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement and will implement administrative, physical and technical safeguards (including written policies and procedures) that reasonably and appropriately protect the confidentiality, integrity and availability of Electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity as required by the HIPAA Privacy and Security Rules.
- e. Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including Breaches of unsecured PHI, as required by 45 CFR § 164.410, and any security incidents of which it becomes aware, and agrees further to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
- f. Business Associate agrees to immediately report to Covered Entity as soon as reasonably practicable, but not later than 60 days, after becoming aware of any Breach of Unsecured Protected Health Information in accordance with 45 CFR §164.410. Business Associate agrees to ensure that any subcontractor(s) that create, receive, maintain, or transmit PHI on behalf of the Business Associate, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. Moreover, Business Associate shall ensure that any such subcontractor agrees to implement reasonable and appropriate safeguards to protect Covered Entity's Electronic PHI as required by the HIPAA Privacy and Security Rules.
- g. Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.
- h. Business Associate agrees to provide to Covered Entity or an individual, in time and manner reasonably designated by Covered Entity, information collected in accordance with Section III. (h) of this Agreement, to permit Covered Entity to respond to a request by an individual for an accounting of disclosures of their PHI in accordance with 45 CFR §164.528.
- i. If Business Associate maintains PHI in a Designated Record Set for Covered Entity, Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner reasonably designated by Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR §164.524.
- j. If Business Associate maintains PHI in a Designated Record Set for Covered Entity, Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered Entity or an individual, and in the time and manner reasonably designated by Covered Entity .
- k. Business Associate agrees to make internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Privacy and Security Rules.
- l. Business Associate agrees it shall not directly or indirectly receive remuneration in exchange for disclosing PHI received from or on behalf of Covered Entity except as specifically permitted by 45 CFR §164.502(a)(5)(ii).

IV. COVERED ENTITY OBLIGATIONS

- a. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy and Security Rules if done by Covered Entity.
- b. Except as permitted by 45 CFR §164.502(b)(2), Covered Entity agrees to limit its use, disclosure and requests of PHI under the Agreement to the Minimum Necessary.
- c. Covered Entity shall notify Business Associate of any limitation(s) in the Covered Entity's Notice of Privacy Practices under 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- d. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by individual to use or disclose his or her PHI, if such changes affect Business Associate's permitted or required uses and disclosures of PHI.
- e. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR §164.522.
- f. Covered Entity shall be solely responsible for determining which entities and individuals it shall give access to PHI whether PHI is maintained by Covered Entity directly or whether PHI is maintained through any third-party source, website or database. Covered Entity's responsibility in granting such access will include the responsibility to monitor and terminate access where appropriate.
- g. Covered Entity shall be responsible for complying with the Breach notification rules in HITECH §13402 and implementing regulations (45 CFR §164.402).

V. TERM AND TERMINATION

- a. This Agreement shall remain in effect until such time as all other agreements between Covered Entity and Business Associate are terminated unless terminated earlier as provided herein.

- b. Upon one party's knowledge of a material violation of this Agreement by the other party, the non-violating party shall either: (a) provide an opportunity for the violating party to cure the violation or end the violation and terminate this Agreement (and any underlying agreement) if the violating party does not cure the violation or end the violation within ten (10) business days; or (b) immediately terminate this Agreement (and any underlying agreement) if cure is not possible.
- c. Except as provided in paragraph (d) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
- d. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

VI. MISCELLANEOUS

- a. Regulatory References: A reference in this Agreement to a section in the HIPAA Privacy and Security Rules means the section as in effect, and for which compliance is required.
- b. Amendment: The parties mutually agree to enter into good faith negotiations to amend this Agreement from time to time in order for Covered Entity or Business Associate to comply with the requirements of HIPAA or HITECH, as they may be amended from time to time, and any implementing regulations that may be promulgated or revised from time to time.
- c. Interpretation: Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA and HITECH.
- d. No Third-Party Beneficiaries: The parties agree that there shall be no third-party beneficiaries to this Agreement, including but not limited to individuals whose PHI is created, received, used and/or disclosed by this Business Associate in its role as business associate.
- e. No assignment: Covered Entity and Business Associate agree that this Agreement will not be assignable by either party except as expressly provided herein.
- f. Binding Effect: This Agreement shall be binding upon the parties hereto and their successors and assigns.
- g. Survival: The respective rights and obligations of Business Associate, as described above in Section III., shall survive the termination of this Agreement.
- h. Address for Notices to Business Associate: Any notices that may be required to be provided to Business Associate under the terms of this agreement shall be provided in writing via certified mail to the following address:

HIPAA Privacy Officer
 Associated Bank
 MS: 7004
 PO Box 19097
 Green Bay, WI 54307-9097

Any notices that may be required to be provided to Covered Entity under the terms of this agreement shall be provided in writing via certified mail to the main address Business Associate has on file for Covered Entity or such other address as designated by Covered Entity in writing.

- i. Entire Agreement: This Agreement constitutes the entire Agreement between Covered Entity and Business Associate with respect to the matters covered herein. Covered Entity and Business Associate agree that there were no inducements or representations leading to the execution of this Agreement, nor any other agreements between them, other than those contained in this Agreement.
- j. Counterparts: This Agreement may be executed in any number of counterparts, which, when taken together, shall constitute one original.

COMPANY NAME

ASSOCIATED BANK, N.A.

Signature

Melissa Hukriede

Signature

Print Name

Melissa Hukriede

Print Name

Title

SVP, Director of HSA/TPA Solutions

Title

Addendum - Program Fees

Program Fee Effective Date: 1/1/2025

Initial Rate Guarantee Period: 3 Year

Health Reimbursement Arrangements (HRA) & Flexible Spending Accounts (FSA)

Includes Health Reimbursement Arrangements (HRAs), Healthcare Flexible Spending Accounts, Dependent Care accounts, and/or Commuter Benefit Plans.

Pricing and fees	Paid by	Amount
Implementation fee Includes creation of employer and plan(s) in system, enrollment of employees, initialization of employer portal and participant portal.	Employer paid	\$250.00
Renewal fee Includes updates to employer and/or plan information and enrollment of employees.	Employer paid	\$150.00
Monthly service fee One monthly service fee applies per participant, regardless of the number of accounts elected.	Employer paid	\$3.75
Minimum monthly fee Only one minimum monthly administration fee applies. Fees for the following benefit plans will count towards the minimum: Health Reimbursement Arrangements, Health FSAs, Limited Purpose FSAs, Dependent Care, Commuter Benefit Plans, and Lifestyle Spending Accounts.	Employer paid	\$60.00
Debit card initial issuance	N/A	Included
Enrollment materials	Employer	Electronic materials: \$0.00 Printed materials: Quoted upon request

Addendum - Program Fees

Program Fee Effective Date: 1/1/2025

Initial Rate Guarantee Period: 3 Year

Lifestyle Spending Accounts (LSA)

Pricing and fees	Paid by	Amount
Implementation fee Includes creation of employer and plan(s) in system, enrollment of employees, initialization of employer portal and participant portal.	Employer paid	\$250.00
Renewal fee Includes updates to employer and/or plan information and enrollment of employees.	Employer paid	\$150.00
Monthly service fee	Employer paid	<input type="checkbox"/> \$2.00 when offered to all employees with no debit card
Minimum monthly fee Only one minimum monthly administration fee applies. Fees for the following benefit plans will count towards the minimum: Health Reimbursement Arrangements, Health FSAs, Limited Purpose FSAs, Dependent Care, Commuter Benefit Plans, and Lifestyle Spending Accounts.	Employer paid	\$60.00
Debit card initial issuance	N/A	Included when debit card offered
Enrollment materials	Employer	Electronic materials: \$0.00 Printed materials: Quoted upon request

Additional Services

Pricing and fees	Paid by	Amount
Data Integrations	Employer paid	\$1,000 per connection
Premium Only Plan (POP) Documents	Employer paid	<input checked="" type="checkbox"/> Included with administration services <input type="checkbox"/> Stand alone: \$250 per document
Non-Discrimination Testing	Employer paid	<input checked="" type="checkbox"/> Included with administration services <input type="checkbox"/> Stand alone: \$1,500 per test
IRS Form 5500 Preparation and Filing	Employer paid	\$500 per form for each filing
Wrap document	Employer paid	Initial document: <input type="checkbox"/> With administration services: \$500.00 <input type="checkbox"/> Stand alone: \$1,500 per document Updates to documents: <input type="checkbox"/> With administration services: \$250.00 <input type="checkbox"/> Stand alone: \$1,500 per document

HSA cash balances are **FDIC insured** up to the Standard Maximum Deposit Insurance Amount (SMDIA). Deposit products are offered by Associated Bank, N.A. **Member FDIC.**

Investment, Securities and Insurance Products

NOT FDIC INSURED	NOT BANK GUARANTEED	MAY LOSE VALUE	NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY	NOT A DEPOSIT
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Associated Benefits Connection is a marketing name used by Associated Bank, N.A. (ABNA). ABNA administers benefit programs sponsored by employers, which include flexible spending accounts (FSAs), health reimbursement accounts (HRAs) and commuter benefits and is subject to pending state licensure and regulatory approval. Associated Bank and Associated Bank Private Wealth are marketing names AB-C uses for products and services offered by its affiliates. Investment management services are provided by Kellogg Asset Management, LLC® ("KAM"). KAM and Associated Bank, N.A. are wholly-owned affiliates of Associated Banc-Corp (AB-C). AB-C and its affiliates do not provide tax, legal or accounting advice. Please consult with your advisors regarding your individual situation.