



## HEALTH SAVINGS ACCOUNT ADMINISTRATIVE SERVICES AGREEMENT

This Agreement, made and effective \_\_\_\_\_, is between Avera Health Plans, Inc. a South Dakota corporation located at 3816 S. Elmwood Avenue, Suite 100, Sioux Falls, South Dakota, (hereinafter referred to as "Avera Health Plans") and \_\_\_\_\_ (hereinafter referred to as "Employer") located at \_\_\_\_\_ and is entered into to set forth the responsibilities associated with the administration of a Health Savings Account (hereinafter referred to as "HSA").

Whereas, Avera Health Plans is a health maintenance organization with members of a health plan product and a third party administrator for HSA's that may be offered to the employees of clients of Avera Health Plans; and

Whereas, Avera Health Plans has an agreement with Healthcare Bank, a division of Bell State Bank & Trust (hereinafter referred to as "Bank") as the bank to serve as custodian of the HSA's administered by Avera Health Plans; and

Whereas, Employer desires to offer its employees a High Deductible Health Plan, in accordance with Section 223 of the Internal Revenue Code, through Avera Health Plans and also to make an HSA available to its enrolled, eligible employees (HSA Account Holders).

NOW THEREFORE, the parties do hereby agree as follows:

### **I. Avera Health Plans Responsibilities**

- A. Avera Health Plans will provide the Employer with the following materials:
  - i. Health Savings Account Administrative Services Agreement
  - ii. Employee access to an online portal for enrollment, transactions, and communications related to individual HSA's
- B. Avera Health Plans will enter or receive data needed to establish an individual account for each HSA Account Holder and track each type of contribution made to each account separately.
- C. Avera Health Plans will provide real-time online access to the HSA Account Holder through the use of software called Evolution<sup>1</sup>, for HSA balance information, investment information, fund performance and to initiate transactions.
- D. Avera Health Plans will receive and transfer to the Bank payroll deductions and client contributions, and individual contributions, if any, from third parties.
- E. Avera Health Plans will monitor and collect HSA Account Holder's overdrafts and may subject the HSA Account Holder to any and all collection actions needed to recover such amounts.
- F. Avera Health Plans will provide a toll-free number for the HSA Account Holders to report lost, stolen, or misplaced HSA Debit Cards.

## II. Employer Responsibilities

- A. Employer shall be responsible for providing information to access the online portal to those employees desiring to establish an HSA account.
- B. Employer will be responsible for providing payroll deduction amounts of the elected contributions for the HSA for each payroll, for verification purposes.
- C. Employer agrees to pay Avera Health Plans:
  - A monthly fee of \$\_\_\_\_\_ due in full on or before the first day of each month for the administrative services associated with offering the HSA.
  - Annual renewal/set up fee of \$\_\_\_\_\_

## III. Term and Termination

- A. This Agreement shall commence on the date of execution as stated above and shall last for an initial term of one (1) year and shall automatically renew for subsequent one year terms thereafter unless terminated as provided below. Notwithstanding any other provision of this Agreement, including addenda hereto, either party may terminate this Agreement, with or without cause, upon providing thirty (30) days written notice to the other party and upon expiration of the thirty (30) day periods, this Agreement shall be of no further force and effect.

## IV. Amendments

- A. Unless otherwise provided for, this Agreement may not be amended, changed, modified or altered without the written consent of Employer and Avera Health Plans. Exhibits signed by both parties shall constitute an Addendum.

## V. Miscellaneous

- A. Applicable Law: All questions concerning the validity, interpretation, performance, termination or breach of this contract shall be governed by and decided in accordance with the laws of South Dakota.
- B. Entire Law: This Agreement constitutes the entire agreement of Avera Health Plans and Employer and supersedes all other prior and contemporaneous agreements, understandings, and commitments between Avera Health Plans and Employer relating to this Agreement. No provision of this Agreement may be terminated, modified, or waived except as set forth in a written agreement executed by authorized representative of the parties. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument.
- C. Severability: Any provision in this Agreement which is held to be unenforceable in any state or federal court action does not invalidate the remaining provisions or affecting the validity or enforceability of such in any other state.
- D. Nonwaiver: The failure of either party to insist upon or enforce, in any instance, strict performance by the other party of any of the items of this Agreement or to exercise any rights herein conferred shall not be construed as a waiver of relinquishment to any extent of its right to assert or rely upon any such terms or rights on any future occasion.

IN WITNESS THEREOF, the parties agree to be bound to the above terms and conditions by signing below.

AVERA HEALTH PLANS, INC.:

EMPLOYER:

\_\_\_\_\_

\_\_\_\_\_

By: Debra Muller

By: \_\_\_\_\_

Its: Chief Executive Officer

Its: \_\_\_\_\_