# Health Savings Account (HSA) Employer Application

Please mail completed form to:
Wells Fargo Health Benefit Services, NW 5613, P.O. Box 1450, Minneapolis, MN 55485-5613

## Company Information

<table>
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<tr>
<th>Name</th>
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<tbody>
<tr>
<td>Street Address</td>
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<tr>
<td>City</td>
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<tr>
<td>Federal Employer Tax ID</td>
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<tr>
<td>Website Address</td>
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## Plan Name

Kaiser Permanente

Carrier ID/Group No. (if required by carrier)

Employer Entity (check one)

- C Corporation
- S Corporation
- Partnership
- Sole Proprietorship
- Nonprofit Organization
- Limited Liability Corporation
- Government Entity or Church

## HSA Contact Information

This should be the person at your company who will receive HSA communication.

<table>
<thead>
<tr>
<th>Main Contact</th>
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<tr>
<td>Phone (area code)</td>
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The USA PATRIOT ACT OF 2001 requires financial institutions to obtain, verify and record information to confirm the identity of each individual or entity that opens an account. What this means for you: before you open an account, we will ask for your name, address, date of birth (if you are an individual), taxpayer identification number (TIN), and other information that will allow us to identify you. For entities, opening new accounts, we will ask you for documentation that may include annual reports, government issued business licenses or partnership agreements.

I certify that the purpose and funds for this account are for a Health Savings Account (HSA).

If no, please explain:

What is the source of the funds maintained in the account:

- Payroll
- Personal Funds
- Other - If other, please explain:

How were you referred to Wells Fargo:

## Payroll Information

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<tr>
<th>Payroll Information</th>
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<tr>
<td>Payroll is Prepared</td>
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<tr>
<td>Company Payment Options</td>
</tr>
<tr>
<td>Check</td>
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<td>Wire/ACH</td>
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<td>Draw</td>
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<th>Payroll Contact</th>
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<td>Phone (area code)</td>
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## Administrative Information

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<th>Administrative Information</th>
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<tbody>
<tr>
<td>Administrative Fee Payment By</td>
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<tr>
<td>Company</td>
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<tr>
<td>Participant</td>
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<tr>
<td>Other (specify):</td>
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</table>

Number of Employee Enrollment KitsRequested
Contact your KP Representative to Order Employee Enrollment Kits
Monthly Administrative Fee
$ 3.25

## Available Health Plans

A Wells Fargo HSA can only be offered in conjunction with a high deductible health plan.

1. Plan Name
   Kaiser Permanente

2. Plan Name

3. Plan Name
**Authorization and Payment**

I hereby authorize Wells Fargo Health Benefit Services to provide services based on the information provided within this application.

Signature of Company Representative  Date

**Broker Information** (if you did not use a broker to establish this relationship, please skip this section)

Broker Name  Broker Phone Number (area code)
Broker E-mail Address

**Wells Fargo Internal Use Only**

<table>
<thead>
<tr>
<th>Account #</th>
<th>SEI #</th>
<th>Signed Documents Received:</th>
<th>Document Packet Sent On</th>
<th>Live Date for Card (45 days):</th>
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<tbody>
<tr>
<td></td>
<td></td>
<td>□ Contract □ Document □ Fee Schedule □ Sweep Agreement □ Signers □ Communications</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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<thead>
<tr>
<th>Vendor #</th>
<th>BC #</th>
<th>Relationship Manager</th>
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</table>

Approved By  Approval Date

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Web site: [www.wfhbs.com/kaiserpermanente](http://www.wfhbs.com/kaiserpermanente)
Phone: (866) 899-8308
This Administrative Services Agreement is entered into this ______ day of ______, 20__ by and between Wells Fargo Bank, N.A. (Wells Fargo) and ________(Employer).

WHEREAS, Employer intends to offer its employees a high deductible health plan and to make available to its employees health savings accounts described in section 223 of the Internal Revenue Code (HSAs), to which it may make contributions, including deferral contributions from its employees’ salary, from time to time; and

WHEREAS, Wells Fargo, a national banking association is qualified to act as the trustee of HSAs as defined in section 223(d)(1)(B) of the Internal Revenue Code, provides trust and administrative services to HSAs; and

WHEREAS, Wells Fargo will act as Trustee for HSA Plans offered to the HSA Owner and provide related services to the Employer for purposes of funding or providing HSA Plans to their employees; and

WHEREAS, Employer desires to engage the services of Wells Fargo to provide such services and Wells Fargo desires to provide such services.

NOW THEREFORE, for and in consideration of their mutual promises herein contained and other valuable consideration, the parties covenant and agree as follows:

1. Wells Fargo’s Duties. Service provider shall:

   1.1 Open and maintain an HSA in the name of the Trustee for the benefit of the HSA Owner.

   1.2 Accept HSA contributions from employer and HSA Owner, including transfers from other financial institutions, up to the maximum amount allowed by law.

   1.3 Hold in the HSA all cash contributed and gains and losses attributable thereto for the exclusive purpose of paying qualified medical expenses of the HSA Owner pursuant to the provisions of section 223 of the internal Revenue Code.

   1.4 Maintain HSA Owner records reflecting an inventory of the assets of each HSA Account, all activity transacted during the previous year and a market value of the assets of the HSA Account.

   1.5 Prepare and deliver reports, including a report, setting forth the fair market value of the HSA Account, together with particulars of purchases, sales, receipts, income, loss, and other transactions, and customary confirmations whenever transactions occur, or as otherwise required by law, provided that such reports may be delivered electronically to the extend permitted by law and agreed upon by the parties.

   1.6 Take direction from the HSA Owner with respect to the voting or tender of proxy materials.

   1.7 Prepare tax reporting with respect to contributions and distributions as required by the Internal Revenue Code and applicable law (Forms 5498-SA and 1099-SA).

   1.8 Provide copies of an HSA governing instrument to HSA Owners, together with disclosures as required by law (HSA Plan) and maintain the HSA Plan in compliance with applicable law.

   1.9 Provide and service debit cards or stored-value cards as permitted by law.

2. Powers of Wells Fargo. The service provider is authorized and empowered to:

   2.1 Receive and rely upon payroll and allocation data from the Employer.

   2.2 Hold assets in its own name or the name of a nominee for the exclusive benefit of the HSA Owner.

   2.3 Make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any other instruments that may be necessary or appropriate to carry out the Trustee duties and powers.

   2.4 At the direction of the HSA Owner, invest the HSA Account in mutual funds, including mutual funds for which it provides services, including investment advisory services and receives compensation, as disclosed to the Employer and HSA Owner.

3. Employer Duties. Employer shall:

   3.1 Provide Service Provider information regarding each employee who establishes an HSA as required by law.

   3.2 Promptly remit contributions, including salary deferral contributions, and allocation instructions as required by law and agreed by the parties.

   3.3 Provide Service Provider information regarding termination of employment and expiration of COBRA coverage.

4. Reports. Service Provider shall furnish to Employer within 30 days after the end of the year, or as otherwise agreed, such service reports as the parties mutually agree.

5. Fees. In consideration for its services, Service Provider shall receive compensation as set below. Such fees shall be paid by the Employer, but to the extent not paid by the Employer by the HSA Owner or the HSA, as mutually agreed by the parties. To the extent that such fees are paid by the HSA Owner or the HSA, they shall be fully disclosed in advance to the HSA Owner. The monthly administrative fee is $3.25. This fee includes claim payment, reimbursements to participants via check or ACH, reports to the participants and the employer, and investments using the OmniPlus system. These fees also include the Wells Fargo HSA debit card.

6. Authorized Representatives. Employer shall furnish a list to the Service Provider (which list shall be amended time to time as changes occur) of persons authorized to act on behalf of Employer for the purpose of transmitting contributions and instructions to the Service Provider.

7. Distributions. At the direction of the HSA Owner, Service Provider shall make distributions in the form designated by the HSA Owner and permitted by the HSA Plan.

8. Inquiries and Requests. Service Provider shall designate a contact to be responsible for responding to all inquiries and requests made by HSA Owners or by the Employer with respect to HSAs.
9. **Resignations.** If at any time Service Provider resigns as Trustee with respect to any or all HSAs, Service Provider may at least 60 days prior to such resignation give Employer written notice and Employer shall promptly distribute such notice to all affected HSA Owners as provided in the HSA Plan and in a form and content satisfactory to the Trustee. Trustee shall continue to perform such duties and obligations and to exercise its rights with respect to such HSAs until its resignation takes effect and the HSA assets have been transferred to a successor Custodian or Trustee.

10. **Representations of Authority.** The undersigned hereby represents and warrants that he or she has been duly authorized by the Board of Directors of Employer to sign this agreement.

11. **Amendment and Termination.** This Agreement may be amended by written agreement of the parties at any time. This Agreement shall continue in effect unless or until terminated by either party upon 60 days’ written notice to the other party.

12. **Notices.** Notices to the Service Provider shall be directed and mailed as follows:

   Wells Fargo Health Benefit Services
   P.O. Box 45600
   Salt Lake City, UT 84145-0600
   Attn: HBS Transition

   Notices to Employer shall be directed and mailed as follows:

   Wells Fargo Health Benefit Services
   P.O. Box 45600
   Salt Lake City, UT 84145-0600
   Attn: HBS Transition

13. **Service Provider.** Service Provider is authorized to accept directions and/or data transmitted to the Service Provider through the following means by authorized representatives, including duly appointed third parties, of the Account listed below.

   13.1 **Facsimile Transmissions.** The Service Provider is authorized to act on written direction conveyed by facsimile transmission, notwithstanding the fact that such direction does not bear an original authorized signature, provided the direction acted upon: (i) appears to be signed by a person(s) entitled to give binding instructions to the Service Provider, and (ii) is consistent with the established authority of such person(s).

   13.2 **Electronic Direction/Data Transmissions.** The Service Provider is authorized to act on written directions or data transmissions conveyed by electronic mail or other electronic means notwithstanding the fact that such directions or data do not bear an authorized signature, provided the directions or data acted upon: (i) appear to have been sent from the computer of a person(s), or by a person(s), entitled to give binding directions to the Service Provider, and (ii) are consistent with the established authority of such person(s).

   13.3 **Acknowledgement.** The undersigned acknowledges its responsibility for the accuracy and completeness of the facsimile, electronic direction and electronic data transmissions it submits to the Service Provider, including facsimile or electronic direction/data transmissions from duly appointed third party agents, and is solely responsible for any adverse consequences that may result from errors or inaccuracies caused by the quality of such facsimile or electronic direction/data transmissions. The Service Provider may fully rely on any facsimile or electronic direction/data transmission received, and shall have no obligation to review it or verify its accuracy.

   The undersigned understands the risk associated with communicating time sensitive matters, such as trade directions, by facsimile or electronic means and acknowledges that, if it elects to do so, the Service Provider will act within a reasonable time of receipt of the facsimile or electronic direction/data transmission by the person(s) to whom it was sent.

   The undersigned further acknowledges that directions and data provided under this agreement may be less confidential than directions and data transmitted by other methods. The Service Provider shall not be liable for any loss of the confidentiality of directions and data prior to receipt by the Service Provider.

   13.4 **Indemnity.** The undersigned, as qualified representative of the Account, agrees to indemnify and hold harmless Service Provider, its agents, affiliates, successors and assigns from and against any liability, claim, loss or expense it may directly or indirectly incur as a result of its good faith efforts in following facsimile or electronic direction/data transmissions and/or any action or inaction of the Service Provider based on such facsimile or electronic direction/data transmissions received from authorized parties, including duly appointed third parties, regarding this Account. This authorization shall continue in effect until revoked or amended in a writing delivered to the Service Provider. However, the indemnity for any actions taken by the Service Provider based on facsimile or electronic direction/data transmissions received while this agreement was in effect shall survive the cancellation of this agreement and the termination of the Account.

14. **Dispute Resolution.** The parties shall cooperate in good faith to resolve any and all disputes (each, a “Dispute”) that may arise under or in connection with this Agreement. The existence or resolution of any Dispute as to a matter shall not reduce or otherwise affect the payment or performance by Employer or Custodian of their obligations under this Agreement as to any other matter, unless pursuant to the terms of any such resolution. Employer and Service Provider shall attempt in good faith to resolve any Dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. Either party may give the other party written notice of any Dispute not resolved in the normal course of business. Within fifteen (15) days after delivery of the notice, the receiving party shall submit to the other party a written response. The notice(s) and the response(s) shall each include (i) a statement of each party’s position and a summary of arguments supporting that position, and (ii) the name and title of the executive who will represent that party and of any other person who will accompany the executive. Within thirty (30) days after delivery of the disputing party’s notice(s), the executives of the parties subject to the dispute shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary to attempt to resolve the Dispute. All reasonable requests for information made by one party to the other will be honored. If the matter has not been resolved within sixty (60) days of the disputing party’s notice, or if the parties fail to meet within thirty (30) days, either Party may submit the controversy or claim for arbitration in the manner set forth in Section 15.

15. **Arbitration.** If the parties are unable to resolve any Dispute as contemplated by Section 14 of this Agreement, such Dispute shall 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 shall bear all costs and expenses incurred by such other party in compelling arbitration of any Dispute.
15.1 Governing Rules. Arbitration proceedings shall be administered by the American Arbitration Association (“AAA”) or such other administrator as the parties shall mutually agree upon. Arbitration shall 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 shall control. All Disputes submitted to arbitration shall be resolved in accordance with the Federal Arbitration Act (Title 9 of the United States Code). The arbitration shall be conducted at a location in Minnesota selected by the AAA or other administrator. All statutes of limitation applicable to any Dispute shall apply to any arbitration proceeding. All discovery activities shall 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 shall be deemed to be a waiver, by any party that is a bank, of the protections afforded to it under 12 U.S.C. §91or any similar applicable state law.

15.2 No Waiver; Provisional Remedies. No provision hereof shall limit the right of any party to obtain provisional or ancillary remedies, including without limitation injunctive relief, attachment or the appointment of a receiver, from a court of competent jurisdiction before, after or during the pendency of any arbitration or other proceeding. The exercise of any such remedy shall not waive the right of any party to compel arbitration or reference hereunder.

15.3 Arbitrator Qualifications and Powers; Awards. Arbitrators must be active members of the Minnesota State Bar or retired judges of the state or federal judiciary of Minnesota, with expertise in the substantive laws applicable to the subject matter of the Dispute. Each party shall select an Arbitrator, and each party’s selected Arbitrator shall then choose the presiding Arbitrator. Arbitrators are empowered to resolve Disputes by summary rulings in response to motions filed prior to the final arbitration hearing. Arbitrators (i) shall resolve all Disputes in accordance with the substantive law of the state of Minnesota, (ii) may grant any remedy or relief that a court of the state of Minnesota could order or grant within the scope hereof and such ancillary relief as is necessary to make effective any award, and (iii) shall 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, the Minnesota Rules of Civil Procedure or other applicable law. Any dispute in which the amount in controversy is $5,000,000 or less shall be decided by a single arbitrator who shall not render an award of greater than $5,000,000 (including damages, costs, fees and expenses). By submission to a single arbitrator, each party expressly waives any right or claim to recover more than $5,000,000. Any Dispute in which the amount in controversy exceeds $5,000,000 shall be decided by majority vote of a panel of three arbitrators; provided however, that all three arbitrators must actively participate in all hearings and deliberations.

15.4 Judicial Review. Notwithstanding anything herein to the contrary, in any arbitration in which the amount in controversy exceeds $5,000,000, the arbitrators shall be required to make specific, written findings of fact and conclusions of law. In such arbitrations (i) the arbitrators shall not have the power to make any award which is not supported by substantial evidence or which is based on legal error, (ii) an award shall not be binding upon the parties unless the findings of fact are supported by substantial evidence and the conclusions of law are not erroneous under the substantive law of the state of Minnesota, and (iii) the parties shall have in addition to the grounds referred to in the Federal Arbitration Act for vacating, modifying or correcting an award, the right to judicial review of (A) whether the findings of fact rendered by the arbitrators are supported by substantial evidence, and (B) whether the conclusions of law are erroneous under the substantive law of the state of Minnesota. Judgment confirming an award in such a proceeding may be entered only if a court determines the award is supported by substantial evidence and not based on legal error under the substantive law of the state of Minnesota.

15.5 Damages. The arbitrator(s) will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. The arbitrator(s) shall not award consequential damages in any arbitration initiated under this Section. Any award in an arbitration under this Section shall be limited to monetary damages and shall include no injunction or direction to any party other than the direction to pay a monetary amount.

15.6 Miscellaneous. To the maximum extent practicable, the AAA, the arbitrators and the parties shall take all action required to conclude any arbitration proceeding within 180 days of the filing of the Dispute with the AAA. No arbitrator or other party to an arbitration proceeding may disclose the existence, content or results thereof, except for disclosures of information by a party required in the ordinary course of its business, by applicable law or regulation, or to the extent necessary to exercise any judicial review rights set forth herein. This arbitration provision shall survive termination, amendment or expiration of this Agreement or any relationship between the parties.

16. Governing Law. Except to the extent that federal tax laws apply or as otherwise specifically set forth in Section 16, this Agreement and all transactions hereunder shall be governed by and construed in accordance with the laws of the State of Minnesota.

17. Resolution of Conflict. If there are any conflicting provisions between this Agreement and the HSA Plan with respect to which the Service Provider is a party, the terms of the HSA Plan shall prevail.

18. Assign ability. Employer may not assign its interest in this Agreement to any other person, except as expressly consented to in writing by Service Provider.

19. Invalidity. If any provision of this Agreement shall be held invalid or unenforceable, such holding shall not affect the validity or enforceability of any other provisions thereof, all of which other provisions shall in such case remain in full force and effect.

20. Binding Effect. This Agreement shall be binding on the successors of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year first written above.

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<tr>
<th>EMPLOYER</th>
<th>SERVICE PROVIDER</th>
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<td></td>
<td>Wells Fargo Bank, National Association</td>
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By

Title
Health Savings Account (HSA) Authorized Signature List

The persons listed below are authorized by your company to provide direction to Wells Fargo regarding your company’s HSA plan.

<table>
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<th>Company Information</th>
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<td>Company Name</td>
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The ____ signatures written above are the signatures of the person holding the title(s) indicated.

<table>
<thead>
<tr>
<th>Signature of Authorized Official</th>
<th>Name of Company or Institution</th>
<th>Date</th>
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