

Our intention is to have in-person meetings going forward. For the time being, we will hold the City Committee Meetings, Plan Commission, Council and most others at the Community Room at 933 Michigan Avenue. This in-person location will meet the legal requirement for our open meetings.

We will have a virtual option available, but the technology for the hybrid style meeting may not be reliable all of the time.

PERSONNEL COMMITTEE

June 9, 2025 - 6:00 PM

**Community Room
933 Michigan Avenue, Stevens Point, WI**

OR

Zoom Teleconferencing

Meeting ID: 880 9632 1166 | Passcode: 691458

By Computer:

<https://us02web.zoom.us/j/88096321166?pwd=StD3ofaDW2Jv5n6z20oXNghlzzkjOY.1>

By Phone: +1-312-626-6799 (US Chicago)

(A quorum of the City Council may attend this meeting)

AGENDA

Discussion and Possible Action on:

1. Roll Call.
2. Request for Merit Pay consistent with Administrative Policy 2.13 "Pay for Performance."
3. Request to approve proposed Audiogram service agreement with Advanced Physical Therapy and Sports Medicine.
4. Request to approve proposed FSA, HSA, COBRA service agreements with Associated Bank.
5. Adjournment.

Meeting Rider

Any person who has special needs while attending this meeting or needing agenda materials for this meeting should contact the City Clerk as soon as possible to ensure a reasonable accommodation can be made. The City Clerk can be reached by telephone at (715) 346-1569, TDD # 346-1556 or by mail at 1515 Strongs Ave., Stevens Point, WI 54481.

Copies of ordinances, resolutions, reports and minutes of the committee meetings are on file at the office of the City Clerk for inspection during normal business hours from 7:30 a.m. to 4:00p.m.

City of Stevens Point
1515 Strong's Avenue
Stevens Point, WI 54481-3594
Fax: 715-346-1530



Mike Wiza
Mayor
mwiza@stevenspoint.com
715-346-1570

May 16, 2025

To: Common Council

From: Mayor Mike Wiza

Re: Request for Incentive Pay for Roxi Schnitzler Administrative Policy 2.13 "Pay for Performance"

In 2023, we reinstated a fund to provide incentives for those employees who stand out on a project or period of time when they are called upon to go above and beyond regular job duties. Administrative Policy 2.13 provides a means to reward those employees on a level outside of regular wages. IT Support Analyst, Roxi Schnitzler, took on the duties of the IT Manager during an unexpected time of need for about two weeks. These duties were in addition to their regular duties and required a substantial amount of extra effort as well as being available 24 hours for emergencies. They accepted those duties without hesitation and kept our IT infrastructure running.

I ask that they be rewarded as allowed in Administrative Policy 2.13 the sum of \$500. If there are any questions, please do not hesitate to contact me.

Thank you

A handwritten signature in black ink that reads "Mike Wiza". The signature is written in a cursive style with a large, sweeping initial "M".

Mayor Mike Wiza

2. Merit Pay

In any year the Common Council approves a budgetary line item for Merit Pay (Incentive Pay) it may be used to reward individual employees or departments for efforts above and beyond the norm. Recommendations will be made by the Mayor to the Personnel Committee. Rewards need not be monetary.

Additional pay granted under either of these conditions will be for the term specified and not added to the employee's base salary.

City Of Stevens Point
1515 Strongs Avenue
Stevens Point, WI 54481-3594



June 9, 2025

MEMORANDUM

TO: Personnel Committee Members
FROM: Sandy Frasch, HR Manager
RE: Annual Audiograms

The City of Stevens Point contracts with Aspirus Health Group, Inc. (Aspirus) to conduct an annual audiogram for one day of testing utilizing an on-site mobile unit. Aspirus' variable fee structure is based on location of testing: \$15.00 onsite and \$22.00 off-site clinic.

As part of the Wellness program, Advanced Physical Therapy & Sports Medicine (Advanced PT) contracts with the City of Stevens Point to conduct FIT testing and on-site services. Advanced PT has flexibility and convenience to schedule one-on-one audiograms with departments based on their operational need with a fee of \$16.00 onsite or off-site.

I am requesting to approve the attached proposed service agreement with Advanced PT for 2025.

5/29/2025

Sandy Frasch
Human Resource Manager | City of Stevens Point
1515 Strongs Avenue, Stevens Point, WI 54481
P: 715-346-1594
sfrasch@stevenspoint.com



PROPOSAL FOR SERVICE REQUEST

RE: Hearing Testing

Thank you for considering us for your workplace health and safety needs. We understand the importance of maintaining compliance with occupational health standards and ensuring the long-term well-being of your team. Our hearing test ensures compliance with OSHA’s Occupational Noise Exposure Standards and supports proactive hearing conservation programs.

Service Features:

- **Onsite Audiometric Testing..... \$16/test**
 - Performed by certified technicians using calibrated equipment.
 - Immediate feedback on test results.
 - Comprehensive reporting, including identification of standard threshold shifts (STSs).
- **Initial set-up..... \$250**
 - Import previous test results into the APTSM system to account for shift differentials.
- **Educational Components..... \$120/hour**
 - Brief training on hearing conservation, proper use of hearing protection, and understanding test results.
- **Follow-Up Recommendations..... \$40/test**
 - Guidance for employees with identified hearing concerns.
 - Assistance with referrals to audiologists or other medical professionals if necessary.

APTSM Service Delivery Policy:

- The above proposal will be billed as indicated above. It will be billed monthly as services are provided.
- Only the services outlined through this agreement will be supported
- Any service falling outside of this agreement will require separate documentation

By signing below the above services and pricing is confirmed and approved.

City of Stevens Point

SIGNATURE

TITLE

PRINTED NAME

DATE

Thank you for your support. For any questions, please contact:

Traci Tauferner, Director of Industrial & Tactical Medicine

Advanced Physical Therapy and Sports Medicine | ttauferner@advancedptsm.com | (920) 979-5597 | (920) 991-2561



SHOEBOX for Occupational Hearing Testing

A Comprehensive Solution To Manage and Administer
A Modern Hearing Testing Program

Be confident. Reduce costs. Deliver a better employee experience.

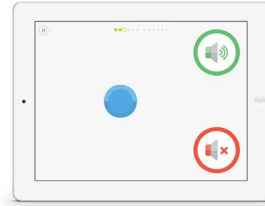
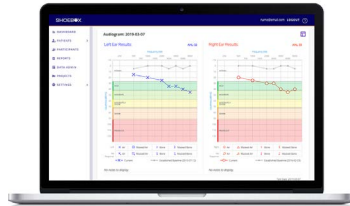
SHOEBOX for Occupational Hearing Testing:



- ✓ **Is less expensive** than outfitting or contracting a mobile clinic
- ✓ **Uses state of the art technology** to help you modernize your practice or your program
- ✓ **Offers exceptional flexibility** to schedule testing in a way that suits your business
- ✓ **Is a safe option for participants** as it enables contactless testing outside of a sound booth
- ✓ **Helps to enable compliance** as the testing equipment meets the OSHA requirements of an ANSI-compliant audiometer

The SHOEBOX solution includes portable test equipment, digital data management, and program services. This unique combination of hardware, software, and services are designed to help Health & Safety Managers and Service Providers oversee and administer a modern hearing testing program.

We Offer



Onboard Services

To ensure your success with SHOEBOX, we start by offering Audiological workflow consulting. This helps us tailor the right solution for your specific needs. We handle all device deployment, regardless of the number of locations or sites that are part of your program. We assist with the upload of your historical records. We provide training -- for testers and administrators. And we offer ongoing technical support by phone, email, or chat.

Digital Data Management

No more paper records. Our digital data management portal centralizes access to view, manage, report, and archive employee and client hearing test data. It can be used to simplify scheduling through automated notifications when testing is due. It is used for baseline setting and revisions. Automates threshold shift detections. And streamlines reporting at both the individual and summary levels.

We believe that SHOEBOX for Occupational Hearing Testing can help you save time and money and modernize your program or service while ensuring an optimal - and safe - experience for all participants. Let us show you how to get started today.

Portable Test Equipment

Our ANSI-compliant test equipment ships with calibrated headphones and a Class 2 external microphone for conducting pre-test rooms scans. It includes background noise monitoring features to ensure MPANLs are within appropriate levels.

SHOEBOX is easy to disinfect and includes an automated test that can be self-administered, thus enabling contactless testing. It is optimized for use outside of a sound booth alleviating the need to disinfect and ventilate mobile clinics between each participant.

Audiology Services

These optional services complete our solution. You can pick and choose those that make sense for your business, including Audiogram Reviews (available through our network of licensed Audiologists) and Audiological Program Supervision offered by our CAOHC-certified PS team.

City Of Stevens Point
1515 Strongs Avenue
Stevens Point, WI 54481-3594



June 9, 2025

MEMORANDUM

TO: Personnel Committee Members
FROM: Sandy Frasch, HR Manager
RE: Requesting to approve proposed Associated Bank Service Agreement - FSA, HSA, and COBRA

Currently, the City of Stevens Point works with Nicolet National Bank to establish a Health Savings Account (HSA) on behalf of its employees, works with Diversified Benefit Services Inc. to establish a Flexible Spending Account (FSA) and works with UMR to manage Consolidated Omnibus Budget Reconciliation Act (COBRA) benefits.

The City is requesting to work with Associated Bank who would be a single administrator for FSA, HSA and COBRA benefits. Associated Bank would have a support team to assist employers and employees with benefits and products. Employees can use an investment tool to invest and grow their HSA dollars and take advantage of complimentary onsite or virtual educational resources. The expected implementation would be August 2025 for HSA/COBRA and January 01, 2026 for FSA. On January 01, 2026, Associated Bank's Employee Navigator self-service feature will also be available, which is expected to increase employee satisfaction, streamline administrative processes and reduce costs.

I am requesting to approve the attached proposed service request and agreements with Associated Bank.

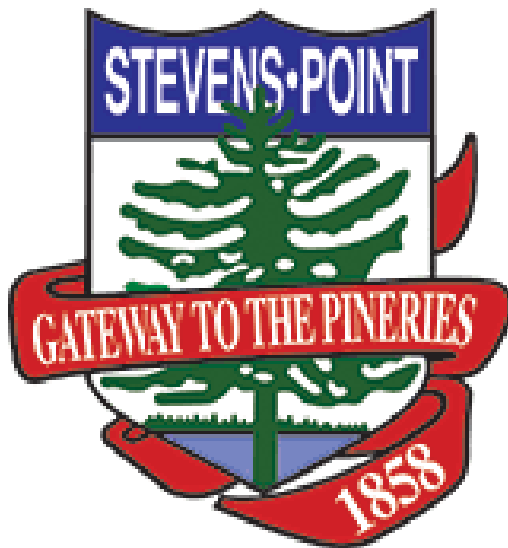
Administration Services Proposal

Prepared by:

Ken Nimmer
VP, HSA/TPA Consultant
Kenneth.Nimmer@AssociatedBank.com
920-327-6798



This proposal has been developed for:



This proposal was prepared only for the organization named and is not valid for any other organization. The information shown is for illustrative purposes only and does not represent all features or limitations.

Proposal is based on the information provided to Associated Bank by the named organization. Material changes to the assumptions may result in changes to proposed terms and costs.

Associated Bank's standard of care and legal duty to its clients to provide administration products and services is to follow the instructions of the client, in good faith.

Pricing is valid for 90 days from the date the proposal was created.

Why Associated Benefits Connection®?



EXPERIENCE

2003

Third-party administration services launch

50

Available in all 50 states across the U.S.

STRENGTH

100K+

Participant lives covered¹

\$400M+

in HSA assets under management¹

RECOGNITION

98%+

Customer retention for past three years¹

Best HSAs for Investing

Ranked among the best HSA investment offerings in the nation²



**Associated
Bank**

Your **proven** partner
for administration
services

1. Associated Benefits Connection book of business statistics as of September 2023
2. Based on Morningstar, Inc. Assessments as of Aug. 31, 2023

Our Suite of Services



Attract, retain and reward your employees by providing the benefit accounts they need to pay expenses not paid by traditional benefit plans.

Health Savings Accounts

Help employees meet their financial goals today, tomorrow and into retirement—all while saving on taxes and healthcare costs.

Health Reimbursement Arrangements

Build a custom HRA plan to meet your needs, including traditional HRAs, ICHRAs, QSEHRAs and EBHRAs.

Flexible Spending Accounts

Select the FSAs your employees need, including healthcare FSAs, limited purpose FSAs, post-deductible FSAs, dependent care plans and commuter benefit plans.

Lifestyle Spending Accounts

Boost employee and organizational well-being by supporting employees' healthy life choices.

COBRA & Retiree and Direct Billing

Outsource your COBRA, state continuation and retiree and direct billing needs to our dedicated team.

Employer Solutions

Need help with compliance? We've got you with wrap documents, IRS Form 5500 filing and more.

Our Commitment to Compliance

Our team can help you complete required tasks and stay on top of legal and regulatory changes. Getting it wrong is expensive—statutory penalties and judgements, attorney’s fees, participants’ expenses, and impact to your organization’s reputation. Save time and effort by trusting experts to keep you in compliance with the federal and state requirements.

Included with our benefit account administration services at *no additional cost*:



Plan Documents

We provide plan documents with the plan information and required legal language. Make the final updates and provide to your participants.



Claim Adjudication

Let us handle claims processing for you. Claims are adjudicated based on the expenses allowed by the IRS and your plan.



IRS Documents

We create the 1099-SA and 5498-SA each year and provide them to your participants in time to file their taxes.



Non-Discrimination Testing

Annual non-discrimination testing is no problem. We collect the data, perform the required tests and provide the results to you.



Compliance Webinars

Our compliance partner is your compliance partner. You are welcome to join webinars on numerous compliance-related subjects.

Available upon request at *additional cost*:



Wrap Documents

Our customized wrap documents will help your company meet ERISA, IRC, HIPAA and ACA requirements that ordinary insurance policies and contracts won't.



5500 Preparation and Filing

You collect the data, and we'll take it from there by completing the preparation and the filing.

Health Savings Accounts

With an Associated Benefits Connection® health savings account (HSA), it's easy to help your employees save pretax funds to pay for qualified healthcare expenses.

Offering the right HSA program is a win-win—your employees increase their financial wellness, and your company gets healthier, more engaged employees.



How our HSAs are different

Many administrators offer health savings accounts, but not all accounts are equal. Below are some of the features of Associated Benefits Connection HSAs that are not available everywhere.

- Available in all 50 states in the U.S..
- No restrictions based on insurance company or HRIS, payroll or benefits technology partner.
- FDIC insurance for deposit accounts.
- Integrated investment platform with low minimum balance requirement to begin investing.
- Investment options professionally managed by in-house Chartered Financial Analysts (CFAs).
- Access to funds via ATM, with Associated Bank ATMs always surcharge-free.
- Members-only discounts on eligible purchases in a secure online shopping experience.

Customizable Benefit Account Offerings

Our experts can help you build the health reimbursement arrangement, flexible spending account and/ lifestyle spending account that will achieve your company's goals and objectives.

Flexible Plan Design Options

Tailor your plan's contributions, eligible expenses and reimbursement options to the needs of your employees.

Claims-Based Funding

Our claims-based funding means that your company retains plan assets until a claim has been approved for payment. No need to true-up and no surprises at the end of the plan year!

Enrollment & Contribution Options

Choose any enrollment and contribution option that works for your company including data integrations, spreadsheet imports, manual entry and scheduled contributions.

Reimbursement Method Options

Make sure employees can access their funds when they need them. Choose the reimbursement options that are best for your employees including stacked debit card, direct deposit to employees' bank accounts and checks.

Package Pricing

We are proud to offer competitive, straightforward pricing when you purchase multiple administration services through Associated Benefits Connection.

Our Technology

We are committed to providing **industry-leading technology** to allow you and your employees to manage your plans.



Employer Portal

Our secure portal allows you to add new participants, view plan information, make contributions to employees' accounts, run reports and access valuable tools and resources.



Participant Portal & Mobile App

Your employees will have secure access 24/7 to the Participant Portal and the mobile application. Once logged in, they can view account balances, request funds, update preferences, contribute to their HSA, invest their HSA funds and more.



Proven data security

- Multifactor authentication
- Password requirements
- Roles-based permissions
- Masking of sensitive data
- Telephonic fraud detection
- Red-flag fraud alerts
- Industry certifications
- Internal audits
- External audits



Stacked Debit Card

A single debit card unlocks access to funds from all the accounts in which your employees are enrolled. Our system will pull funds from the correct account(s) based on their purchase.

Employee Education and Engagement

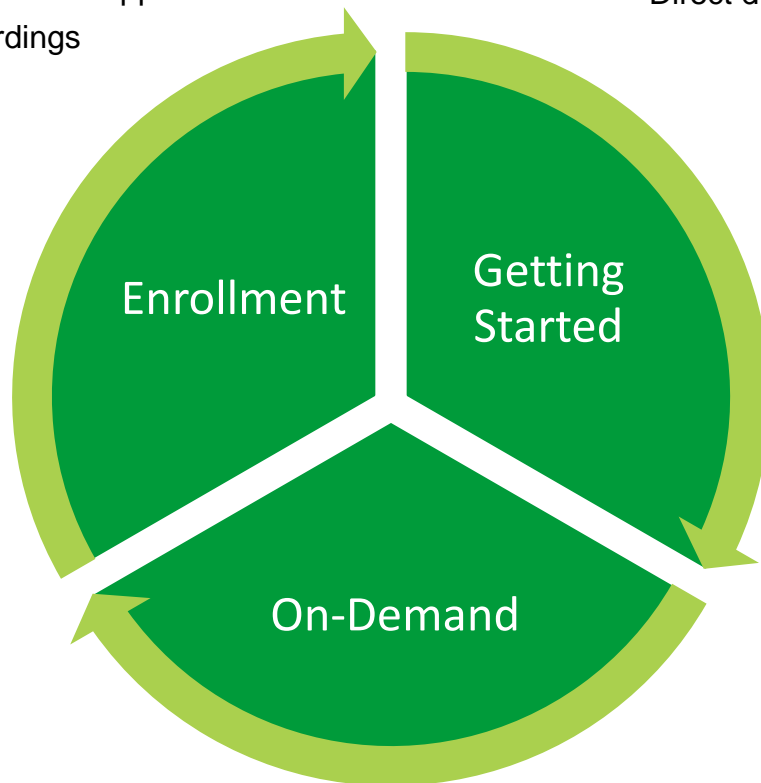
We have multimedia tools and resources to help employees at each stage—annual enrollment, getting started with new plans and on-demand

Annual Enrollment

- Benefit plan flyers
- Benefit account comparison
- IRS limit flyer
- Pre-tax savings calculator
- Expense calculation worksheets
- Interactive decision support tool
- Webinar recordings

Getting Started

- Benefit plan user guides
- Portal user guide
- Webinar recordings
- Recurring claim forms
- Beneficiary forms
- Direct deposit forms



On-Demand

- Eligible expense lists
- Claim forms
- Medical necessity form
- HSA investment guidance tool
- FSA/HSA Store
- Webinar recordings

Plan Insights

Make informed strategic decisions about how to manage your health savings account and benefit account plan offerings.



Scheduled Reports

Receive reports scheduled for you to help you manage your plans with the data you need about your plans, enrollments, contributions and claims.



Ad Hoc Reports

View enrollment and utilization statistics with the click of a button. Create a single report or set a recurring schedule to automatically deliver the data you need when you need it.



Benefit Analytics

Analyze plan enrollment and utilization patterns to determine your employees' engagement levels. Trend and benchmarking features deliver even greater insights.



Proactive Communication

Read timely updates from our team with information you need to manage your plans and prepare for events such as annual enrollment and plan year closing.

COBRA, State Continuation, Retiree & Direct Billing Administration



The laws and regulations are numerous and complex. Our team can make complying with these obligations easy, allowing you to focus on your company's business.

Services we offer:

COBRA Initial Notices

Notifies your new hires or newly enrolled employees of their COBRA rights and obligations.

COBRA Qualifying Event Notice

Provides election notices to qualified beneficiaries to allow them to elect COBRA / Continuation.

Direct Billing Election Notice

Offers the option to elect to continue benefits under a direct billing arrangement for retirees, employees on leave and more.

Elections

Monitors election and payment deadlines and processing timely submissions.

Payments

Collects timely payments and remits funds back to your company.

Carrier Notifications

Requests reinstatement for newly enrolled members and terminates coverage at the end of the continuation period.



Employer Portal Features

- Enter new hires, qualifying beneficiaries, and direct bill beneficiaries.
- View plan and rate information.
- View participant payments.
- Run and view reports.



Participant Portal Features

- View plan information.
- Elect coverage.
- Make electronic payments.
- Set up recurring payments.
- Update preferences.

Our Superior Service

Our approach to account management combines self-service tools with outstanding service from our dedicated Employer Services and Participant Services Account Managers. We're never more than a phone call or email away!



Participant Services

Live customer support to provide support to your employees:

- Account access
- Eligible expenses
- Contribution, distribution, and claims questions

Available Monday-Friday 7 a.m. to 7 p.m. CT.

Excludes federal and observed holidays.



Employer Services

Dedicated support for your program management needs:

- Implementation and onboarding
- Employee communication/education materials
- File feed integrations

Available Monday-Friday 8 a.m. to 5 p.m. Central Time.

Excludes federal and observed holidays.



HSA/TPA Consultant

Your contact for strategic planning and problem solving:

- Employee education and engagement
- Escalated issue resolution
- Advanced analytics

Available Monday-Friday 8 a.m. to 5 p.m. Central Time.

Excludes federal and observed holidays.

Award-Winning Customer Service

Experience our exceptional customer service from our in-house, dedicated account managers for yourself. We know everyone says they deliver excellent service, but we can prove it. Check out our statistics from the last calendar year below.



98%

Customer service level

90%

First call resolution



WINNER

Service Innovation Award¹

00:34

Speed of answer in seconds

05:30

Average discussion time

Customer service statistics as of September 2023
1. WEX Community Award for Benefits Service Innovation 2022

Backed by the Strength of Associated Bank

Established in **1861**, Associated Bank is the largest Wisconsin-based bank with **1.3 million customers**.

Largest Wisconsin-based bank by assets¹

\$41 billion in assets

\$32 billion in deposits

\$30 billion in loans

\$4 billion total stockholders' equity



Rooted here

We're committed to serving the communities where we live and work. In 2022, we contributed:

55,500

colleague
volunteer hours

2,438

colleague
volunteers

\$3.1 million

in community
grants

\$820 million

in residential loans
helping low-to-moderate
income families



Customer Recognition

Associated Bank is distinguished by our consistent, quality customer experience, strong products and services, and commitment to continued excellence. Here are just a few examples of recognition we have received:

#1 Customer Satisfaction with Retail Banking in the Midwest²
2021 • J.D. Power

America's Best Banks
2019 – 2020 • Forbes

One of the Best Banks in Illinois³
2020 • AdvisoryHQ

1. Based on assets as of March 31, 2023.
2. Associated Bank received the highest score in a tie in the Upper Midwest Region of the J.D. Power 2021 U.S. Retail Banking Satisfaction Study of customers' satisfaction with their primary bank. Visit [jdpower.com/awards](https://www.jdpower.com/awards) for more details
3. AdvisoryHQ recognizes banks that are financially sound with strong values and cost-effective financial solutions to fit every budget. Associated Bank was recognized specifically for its wide range of banking services.

Pricing for HSA & Benefit Accounts Administration Services

Health Savings Accounts

Applicable monthly fees may be paid by employer or participants. Request full fee schedule for all applicable fees.

Implementation	\$0
Renewal	\$0
Monthly Service	\$0 for municipalities on 3-year renewable contract terms, or permanent when bundling with Flex or COBRA opt 1
Monthly Statements	\$0/statement for electronic, \$4/optional statement for paper
Minimum Monthly Fee	N/A

Health Reimbursement Arrangements & Flexible Spending Accounts

One monthly service fee applies per participant, regardless of the number of accounts elected.

Implementation ¹	\$250
Renewal ¹	\$150
Monthly Service	\$3.50 Per Participant
Minimum Monthly Fee	\$60

Lifestyle Spending Accounts

Fees shown assume the plan will be offered to all employees and without a debit card.

Implementation ¹	N/A
Renewal ¹	N/A
Monthly Service	N/A
Minimum Monthly Fee	N/A

1. A single implementation and renewal fee apply to HRA, FSA, and LSA administration services.

Pricing for HSA & Benefit Accounts Additional Services

Additional Services

We offer many valuable services. Don't see what you're looking for on this page? Contact your Associated Benefits Connection sales team member.

Service	Initial Fee	Update Fee
Data Integrations	\$1000	N/A
Premium Only Plan (POP) Documents	\$250 per document	\$250 per document
Non-Discrimination Testing	Included with Associated Benefits Connection benefit account administration; \$1,500 stand alone	Included with Associated Benefits Connection benefit account administration; \$1,500 stand alone
IRS Form 5500 Preparation & Filing	\$500 per form for each filing	\$500 per form for each filing
Wrap Documents	\$500 with Associated Benefits Connection benefit account administration	\$250 with Associated Benefits Connection benefit account administration

Pricing for COBRA & Direct Billing Administration Services

COBRA & Direct Billing Administration

Choose the preferred pricing option from the options shown below.

Option # 1

Implementation	\$0
Renewal	\$150
Monthly Service	\$0.65 per employee that is benefit enrolled
Initial Notices	Included
Qualifying Events	Included
Enrolled Members ³	Included
Minimum Monthly Fee	\$60

Option # 2

Implementation	N/A
Renewal	N/A
Monthly Service	N/A
Initial Notices ¹	N/A
Qualifying Events ²	N/A
Enrolled Members ³	N/A
Minimum Monthly Fee	N/A

1. Qualifying Event fee shown is per Qualifying Event, regardless of the number of notices need to be sent out for family members.
2. Only one enrolled member charge applies, even if enrolled for family coverage.
3. Where permitted, a separate administration fee calculated as a percentage of premium will be charged to enrolled members. These fees will be retained by Associated.

Pricing for COBRA & Direct Billing Additional Services

Additional Services

Below are optional services we offer with your Associated Benefits Connection COBRA and/or Direct Billing Administration Services. These services are available upon request at additional cost. Fees paid for these services do not count toward minimum monthly administration fees.

Service	Initial Fee	Update Fee
Data Integrations	\$1,000 (charged once for all products)	N/A
Mailed Annual Enrollment Kits	\$15 per kit	N/A

Important Note

Federal COBRA available in all states. State Continuation available in Minn., Wis., Ill., Iowa, and Texas. For all other states contact us to discuss specific needs.

For Direct and Retiree Billing Administration services, contact your Associated Benefits Connection sales team member.

Our Implementation Process

Ready to get started?

Our implementation process was designed to make offering new benefits or moving existing services as convenient as possible.

1

- Sign required agreements.
- Complete benefit design guide.
- Provide plan documents.

2

- Plans set up in 5 business days for standard plan designs.
- Notify participants of new administrator.
- Process benefit plan enrollments.
- Mail debit cards, if applicable.

3

- Participants begin using benefits.
- Our Participant Services team is available by mail, fax, email and phone for questions and assistance.

Contact Us

Call our Consulting team at 800-991-7703

Monday through Friday

8 a.m. to 5 p.m. CT or email us at

BenefitsConnectionSales@AssociatedBank.com



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 is a marketing name Associated Banc-Corp (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 tax, legal or accounting advisors regarding your individual situation.

Associated Benefits Connection® Administrative Services Agreement

THIS AGREEMENT is made this 23rd day of May 2025, by and among City of Stevens Point, (“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. Associated does not provide Participants with any advice regarding any transfer or rollover from a retirement account. 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 (DOL), 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 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, ESIGN 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.

Signature

Melissa Hukriede

Signature

Print Name

Melissa Hukriede

Print Name

Title

SVP, Director of HSA/TPA Solutions

Title

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 _____



Continued >>

Signature

Melissa Hukriede

Signature

Print Name

Melissa Hukriede

Print Name

Title

SVP, Director of HSA/TPA Solutions

ASSOCIATED BANK, N.A.

Title



Addendum – Program Fees

Program Fee Effective Date: 8/1/2025

Initial Rate Guarantee Period: Three Years

Health Savings Accounts (HSA)

Request fee schedule for all applicable fees.

Fee type	Paid by	Fee Amount
Implementation fee	Employer	\$0
Renewal fee	Employer	\$0
Minimum required average daily balance to avoid HSA Service Fee (includes deposit + investments)	N/A	\$1,000
Employer monthly service fee	Employer	\$0
HSA Service Fee Applies only to participants not meeting the minimum balance requirement. Waived for first 12 months of new employer relationship, then a monthly fee applies when average daily balance falls below the required minimum balance (see above).	Select: <input type="checkbox"/> Employer <input checked="" type="checkbox"/> Participants	<input checked="" type="checkbox"/> \$0.00 ppm Bundled <input type="checkbox"/> \$1.75 ppm Unbundled Date fees will apply: 8/1/2026
Minimum monthly administration fee	Employer	\$0
Account Statements Electronic (paperless) statements Paper statements	Select: <input type="checkbox"/> Employer <input checked="" type="checkbox"/> Participants	\$0 \$4 per optional statement
Debit card initial issuance	N/A	Included
Enrollment materials	Employer	Electronic materials: \$0.00 Printed materials: Quoted upon request

HSA Participant Investment fees

Investment fees apply only if choosing to invest a portion of HSA funds.

Fee type	Paid by	Fee Amount
Minimum balance to invest	N/A	\$500
Monthly investment service fee	Select: <input type="checkbox"/> Employer <input checked="" type="checkbox"/> Participants	\$2 ppm
Custodial management fee	Participants	30 basis points (.0030 or 0.30%) on the balance in your investment account per year, paid quarterly

Program Fee Effective Date: 8/1/2025

Initial Rate Guarantee Period:

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. One monthly service fee applies per participant, regardless of the number of accounts elected.

Fee type	Paid by	Fee Amount
Implementation fee	Employer	\$0
Renewal fee	Employer	\$150
Employer monthly service fee	Employer	\$3.50 pppm
Minimum monthly administration fee	Employer	\$60
Debit card initial issuance	N/A	Included
Enrollment materials	Employer	Electronic materials: \$0.00 Printed materials: Quoted upon request

Lifestyle Spending Accounts (LSA)

Fee type	Paid by	Fee Amount
Implementation fee	Employer	N/A
Renewal fee	Employer	N/A
Employer monthly service fee	Employer	N/A
Minimum monthly administration fee	Employer	N/A
Debit card initial issuance	N/A	Included
Enrollment materials	Employer	Electronic materials: \$0.00 Printed materials: Quoted upon request

Additional Services

Fee type	Paid by	Fee Amount
Data integrations	Employer	\$1,000 per connection Charge for initial integration only; no charge for updates.
Premium Only Plan (POP) document	Employer	Select: <input type="checkbox"/> \$0.00 Package with account admin <input type="checkbox"/> \$250 per document stand alone
Non-Discrimination Testing	Employer	Select: <input type="checkbox"/> \$0.00 Package with account admin <input type="checkbox"/> \$1,500 stand alone
IRS Form 5500 preparation & filing	Employer	\$500 per form for each filing
Wrap documents	Employer	Select: Initial document: <input type="checkbox"/> \$500 Package with account admin <input type="checkbox"/> \$1,500 stand alone Updates to document: <input type="checkbox"/> \$250 Package with account admin <input type="checkbox"/> \$1,500 stand alone

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 Associated Banc-Corp (AB-C) uses for products and services offered by its affiliates. Investment management services are provided by Kellogg Asset Management, LLC® (“KAM”). KAM and ABNA are wholly-owned affiliates of AB-C. AB-C and its affiliates do not provide tax, legal or accounting advice. Please consult with your advisors regarding your individual situation. (3/25) W162404



COBRA and Direct Bill Administrative Services Agreement

THIS AGREEMENT is made this 23rd day of May, May, 2025, by and among City of Stevens Point ("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".

INTRODUCTION

WHEREAS, Employer desires to retain Associated to provide certain administrative services in connection with the Employer's obligation to provide continued group health coverage under COBRA for Qualified Beneficiaries, which services shall include the provision of Direct Bill services ("COBRA Services"); and WHEREAS, Associated has agreed to provide such COBRA Services, in accordance with the terms and conditions set forth 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

SECTION 1: DEFINITIONS

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

"Applicable Law" means any law, rule, regulation policy statement or regulatory bulletin enacted, promulgated or issued by any government entity, whether federal, state or local, that are applicable to, binding upon or otherwise governing COBRA, the Benefit Plan, the Plan Documents and the COBRA Services provided hereunder.

"Benefit Design Guide" means the questionnaire entitled "Benefit Design Guide," as supplemented, modified or replaced from time to time, which Employer is required to complete in order to set up and obtain the COBRA Services hereunder, which questionnaire shall include, without limitation, information regarding payroll processing dates, designated funding bank accounts and employer-paid fees under its Benefit Plan.

"Benefit Enrollee" means an employee, former employee or retiree, or spouse or dependent of any of the foregoing, who enrolls in one or more of Employer's Benefit Plans.

"Benefit Plan" means individually and collectively, the employee benefit plans, programs and arrangement(s) established by Employer for Benefit Enrollees, including, but not limited to medical, dental, vision, employee assistance plans, health flexible spending accounts and/or health reimbursement arrangements.

"Carrier" means the insurance company that provides insurance coverage for a group Benefit Plan.

"COBRA" means the Consolidated Omnibus Budget Reconciliation Act of 1985 and its associated regulations.

"Direct Bill" means a service that allows Qualified Beneficiaries to continue benefits coverage and pay premiums outside of the payroll deduction arrangement, for example, for retirees or employees on a leave of absence.

"Employer Portal" means the online portal accessible by the internet, used by Employer to enter Qualified Beneficiary information, to request that Associated provide initial rights and specific rights notices to Qualified Beneficiaries, to obtain and download reports regarding COBRA Services, and to obtain information related to the status of Qualified Beneficiaries who have elected COBRA coverage.

"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.

"Initial Rights Notice", also referred to as the general notice, communicates general COBRA rights and obligations to each covered employee and, if applicable, their spouse and their adult dependents who become covered under the group health plan.

"Member" means any New Benefit Plan Member, Special Benefit Plan Member or Qualified Beneficiary as defined within this Agreement.

"New Benefit Plan Member" is a member type that will receive an Initial Rights Notice which communicates to the Benefit Plan participant their COBRA rights and obligations.

“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; and credit or debit card number, personal identification number and passwords.

“PHI” means Protected Health Information and records prepared, kept, and maintained by a “covered entity” as that term is defined under HIPAA includes but is not limited to patient health records and treatment records that are confidential under state or federal law.

“Plan Documents” mean any documents pertaining to Employer’s Benefit Plan.

“Premium” means the scheduled costs that Employer is charged by a Carrier for coverage by a Qualified Beneficiary under a group Benefit Plan.

“Qualified Beneficiary” means a Benefit Enrollee who is entitled to elect COBRA continuation coverage following a Qualifying Event.

“Qualifying Event” means one of the triggering events specified in COBRA that entitles a Qualified Beneficiary to elect the continuation of health coverage under COBRA.

“Qualifying Event Date” means the date on which a Qualifying Event occurs (or, if later, the date on which the Qualified Beneficiary loses coverage under Employer’s Benefit Plan as a result of the Qualifying Event).

“Qualifying Event Notice”, also referred to as the COBRA election notice, communicates the right to elect COBRA to an eligible plan member who has experienced a Qualifying Event and a loss of coverage.

“Special Benefit Plan Member” means an individual who is continuing benefits through a direct billing arrangement.

“TPA” means the Third-party Administrator who administers a self-funded group Benefit Plan on behalf of Employer.

SECTION 2: SCOPE OF RELATIONSHIP

- 2.1 Liability of Employer for Benefit Plan. Employer has the sole and final authority to establish, maintain, control and manage the operations of the Benefit Plan. Associated does not assume any responsibility for the general design of the Benefit Plan, the adequacy of its funding or any act or omission or breach of duty by the Employer. Associated is not and shall not in any way be deemed an insurer, underwriter or guarantor with respect to any benefits provided under the Benefit Plan and in no event will Associated be obligated to use any of its own funds to provide benefits under the Benefit Plan. Associated facilitates payments of insurance Premiums from Qualified Beneficiaries to Employer and does not assume any financial risk or obligation with respect to Premium payments or claims for benefits payable by Employer under the Benefit Plan. Nothing in this Agreement shall be deemed to: (i) render Associated a party to the Benefit Plan; (ii) confer upon Associated any authority, responsibility or control over management of the Benefit Plan, administration of the Benefit Plan, the terms of the Benefit Plan or the legality or validity of the Benefit Plan; or (iii) impose upon Associated any obligation to any Benefit Enrollee, Qualified Beneficiary, or any person otherwise entitled to benefits through the Benefit Plan.
- 2.2 Services are Administrative in Nature. The COBRA Services performed by Associated hereunder are solely ministerial and non-discretionary in nature. Associated is not the “plan sponsor,” “plan administrator,” a trustee or a fiduciary, as these terms or other analogous terms may be defined under Applicable Law or the Plan Documents, and does not provide legal, tax or accounting advice with respect to the creation, adoption or operation of the Benefit Plan.
- 2.3 Change in Law. If, based on changes in Applicable Law, there is a reasonable likelihood that any COBRA Service being, or to be, provided under this Agreement by Associated could constitute a discretionary function and thereby subject Associated to classification as a “fiduciary” under applicable state, local, or federal law with respect to the Benefit Plan, and such COBRA Service could not be restructured in a manner that would not subject Associated to classification as a “fiduciary” under applicable state, local or federal law, then Associated, upon reasonable notice to the Employer, may decline to thereafter provide that COBRA Service. The failure to provide any such COBRA Service shall not constitute a breach of Associated’s obligations under this Agreement.
- 2.4 Reliance on Information and Instructions. Employer will provide in writing the names and contact information for persons authorized to take actions for or provide information on behalf of Employer and/or the Benefit Plan. Until notified of a change in writing, Associated may reasonably rely upon information or instructions provided by any such authorized persons. Employer acknowledges that the timely provision of accurate, consistent and complete information and data in the format specified by Associated is essential to the delivery of the COBRA Services, and Employer will ensure that such information and data is provided in a timely and accurate manner.
- 2.5 Subcontractors. Associated may perform any of the COBRA Services described in this Agreement through agents and subcontractors selected by Associated. Associated shall reasonably supervise any such agent or subcontractor, and the retention of agents or subcontractors shall not relieve Associated of its duties hereunder.

- 2.6 Use of Internet. Employer acknowledges that the internet is a publicly accessible network and not under the control of any party. The provision of the COBRA Services is dependent upon the proper functioning of the internet and services provided by telecommunications carriers, firewall providers, encryption system developers and others. 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 of 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.
- 2.7 Electronic Transfer of Funds. Employer agrees that all electronic transfers of funds are subject to the rules of applicable automated clearinghouse organizations, state laws and federal laws and regulations.

SECTION 3: DUTIES AND RESPONSIBILITIES OF EMPLOYER

Employer acknowledges and agrees to the following obligations and responsibilities in connection with the provision of COBRA Services by Associated hereunder:

- 3.1 Benefit Plan Sponsor. Employer is both the sponsor and administrator of the Benefit Plan and is responsible for (i) ensuring that the Benefit Plan and the Plan Documents comply with Applicable Law and (ii) establishing, amending, terminating, and interpreting the Plan Documents and provisions.
- 3.2 Benefit Plan Design. Employer will provide Associated with a completed Benefits Design Guide prior to the Effective Date of this Agreement. Employer will notify Associated of any changes to their Benefit Plan(s) (including the Premium for COBRA coverage) at least 30 days before the effective date of such changes. Employer agrees to hold Associated harmless for any retroactive changes to the Benefit Plan design. Employer will make all final determinations concerning Benefit Plan design after reviewing the Benefit Plan design with Associated to determine which set of continuation laws apply (Federal COBRA and/or any state laws for the continuation of coverage), including which benefits will continue and the duration of coverage. For self-funded Benefit Plans, Employer will calculate the applicable COBRA Premium and provide this information (including any changes thereto) to Associated.
- 3.3 Fees. Employer shall pay Associated the Administrative Fees for the COBRA Services, which shall be billed as scheduled and as set forth in the Program Fees Addendum. Fees are due 30 days after receipt thereof by ACH or a mutually agreed-upon method.
- 3.3.1 Monthly administrative fees for benefit-eligible employees will be established once a year at implementation or renewal. If there is a 20% change in the number of benefit-eligible employees, Employer must notify Associated and Associated will review for applicable changes.
- 3.3.2 Failure to pay Administrative Fees will result in suspension or termination of the COBRA Services. Reports are available in the Employer Portal for reference.
- 3.3.3 Fees will be collected via an ACH pull from Employer's designated bank account. Employer must complete an Authorization Agreement. Employer will not make any changes to the bank account(s) designated in the Authorization Agreement except as agreed to by Associated in writing. Employer will ensure that there are enough funds in the in the bank account(s). If funds are unavailable and an ACH is returned, applicable fees will be the responsibility of the Employer.
- 3.4 Enrollment and Eligibility. Employer will provide Associated with any information requested to perform the COBRA Services, including information regarding the eligibility of Benefit Enrollees for COBRA and applicable Premiums for COBRA coverage. Employer agrees to release Associated from liability for inaccurate information and Associated shall not be responsible for, and shall not be required to credit Employer for, any expenses, fees or other losses resulting from the failure by Employer to provide correct information or any changes to a Benefit Enrollee's status as a Qualified Beneficiary.
- 3.5 Initial Rights Notice. Where Associated sends the Initial Rights Notice to new employees or newly enrolled employees, an employer who chooses to notify all new hires must send notice within the first 30 days of the employee's date of hire. An employer who chooses to notify only employees covered under the health plan must send notice to Associated Bank within the first 30 days of the employee's date of coverage.
- 3.6 Qualifying Event Notice: Employer must provide Qualified Beneficiary information via the online Employer Portal or by any other method mutually agreed upon by the Parties within 3 calendar days of the qualifying event to allow Associated to send the Qualifying Event Notice timely.
- 3.7 Premium Payments. Employer will continue to pay premiums timely and retain Qualified Beneficiaries' elected coverage(s) on the Employer Benefit Plans until Associated notifies Employer of Qualified Beneficiary termination. Reports are available in the Employer Portal for reference.
- 3.8 Qualifying Event Termination. Employer is responsible for the termination of a Qualified Beneficiaries' coverage with the Carrier or TPA at the time of their first qualifying event. Associated will take care of all other terminations and enrollments should the Qualified Beneficiary enroll in COBRA Services.
- 3.9 Audit of Carrier/TPA Bills: Employer will assume responsibility for auditing Carrier or TPA bills to ensure accuracy and ensure that all appropriate adjustments have been made for pending and enrolled Qualified Beneficiaries. Employer will notify Associated of any billing errors related to Qualified Beneficiaries within 30 days of the incorrect Carrier or TPA bill reflection.

- 3.9.1 Associated will make every effort to work with your Carrier or TPA to make the adjustments to the bill; however, if Employer did not notify Associated of a billing error within 30 days of the incorrect TPA or Carrier bill reflection, Associated will not reimburse Employer for any costs Employer may occur because of the error, regardless of which party is responsible for the error.
- 3.10 Annual Enrollment Support. Employers who purchased annual enrollment support will supply Associated the appropriate materials and instructions for Associated to process the enrollment on your behalf. Employers who have not purchased annual enrollment support will be responsible for contacting pending and enrolled Qualified Beneficiaries, collecting elections and processing.

SECTION 4: DUTIES AND RESPONSIBILITIES OF ASSOCIATED

Associated agrees to provide Employer with the following COBRA Services:

- 4.1 Implementation of COBRA Services. Associated will set up and establish continuation Benefit Plan administrative services based on information provided by Employer in the Benefits Design Guide.
- 4.2 Initial Rights Notice. Associated will provide timely COBRA initial rights notices to new hires and/or new plan participants based upon Employer direction.
- 4.3 Qualifying Event Notice. Associated will provide timely Qualifying Event Notice to Qualified Beneficiaries following a Qualifying Event upon the request of Employer. Requests must be submitted through the Employer Portal (or any other method agreed upon by the Parties). Associated will collect and track benefit elections for each Qualified Beneficiary.
- 4.4 Direct Bill Notice. Associated will provide timely Direct Bill Notice to Qualified Beneficiaries upon the request of Employer. Requests must be submitted through the Employer Portal (or any other method agreed upon by the Parties). Associated will collect and track benefit elections for each Qualified Beneficiary.
- 4.5 Premium Payments. Associated will collect and track COBRA continuation premium as applicable, monitor payment timelines, notify Qualified Beneficiaries of premium rate changes, attempt to collect deficient premium payments due to rate change, and return COBRA continuation premium to Employer less any COBRA administration fee as allowed by applicable laws.
- 4.6 TPA or Carrier Communication. Associated will notify the Carrier or TPA to reinstate coverage within two business days of receipt of the Qualified Beneficiaries enrollment selections and full premium payment. Associated will notify the Carrier or TPA regarding Qualify Event changes such as birth, death marriage, divorce and any other permitted reason. Associated will notify the Carrier or TPA regarding the cancellation of an enrolled Qualified Beneficiary's coverage due to failure to make timely Premium payments, the expiration of the maximum continuation coverage period under COBRA or any other permitted reasons.
- 4.7 Annual Enrollment Support. Where Employer has purchased Associated annual enrollment support, Associated will contact pending and enrolled Qualified Beneficiaries, collect elections and process according to Employer instructions.
- 4.8 Premium Remittance. Associated will remit Premium payments for COBRA Services, less any applicable Administrative Fees, to Employer. In the event that a Qualified Beneficiary retroactively terminates coverage for any reason, and the Qualified Beneficiary is entitled to a full or partial refund, Associated will refund such Premium to the Qualified Beneficiary, less any premium service fees. If the funds have already been remitted to Employer, Associated will not reimburse Qualified Beneficiary until the Employer has funded for the premium reimbursements.
- 4.9 Support. Associated will maintain toll-free telephone support lines for questions from Employers and Qualified Beneficiaries. These calls may be monitored or recorded for quality assurance and training purposes.
- 4.10 Reporting and Employer Portal. Associated will provide Employer with access to the Employer Portal, which will provide real-time, online access to information and reporting.
- 4.10.1 Employer is responsible for obtaining, installing, maintaining and operating all necessary hardware, software, and internet access service necessary to access the Employer Portal. Associated will not be responsible for failure from the malfunction or failure of Employer's hardware, software, or internet access service.
- 4.10.2 Employer also is responsible for installing, updating, and maintaining appropriate firewall, anti-virus, and anti-spyware protection and all operating system security patches and other appropriate security protection methods, procedures and devices.

SECTION 5: TERM AND TERMINATION

- 5.1 This Agreement shall continue for an initial term of one (1) year from and after the Effective Date hereof (the "Initial Term"), unless previously terminated in accordance with this Section 5. If no party notifies the other party of its election to terminate this Agreement prior to expiration of the Initial Term, this Agreement shall automatically be extended for successive periods of one (1) year from and after the expiration of the Initial Term (each a "Renewal Term"). Any such notice of election to terminate this Agreement shall be given by a party to the other party at least ninety (90) days prior to expiration of the Initial Term or any Renewal Term.
- 5.2 Associated may terminate this Agreement if Employer fails to pay the Administrative Fees in accordance with the terms of this Agreement.

- 5.3 Either party may terminate this Agreement without penalty for a 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.
- 5.4 Either party may immediately terminate this agreement in the event the other party becomes insolvent, makes a general assignment for the benefit of its creditor, a receiver or trustee is appointed to administer the assets of the other party, or the other party files a petition in liquidation or bankruptcy that is not dismissed within 30 days of filing.
- 5.5 Associated may charge reasonable fees for reports or other information requested by Employer following the termination of this Agreement.

SECTION 6: CONFIDENTIALITY AND DATA SECURITY

- 6.1 Each party agrees that confidential information covered by this Agreement includes, but is not limited to, Personal Information or PHI (as such terms are defined herein); business or financial information relating to data processing, personnel, marketing and business plans, sales, customers, pricing, costs, cost estimates, cost projections and quotations; and other information which discloser identifies in writing as confidential before or within thirty (30) days after disclosure to recipient.
- 6.2 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 each other, information which is proprietary or confidential information of such party. Employer and Associated agree that each party shall keep such proprietary or confidential information of the other party in strict confidence; 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; 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 to require such disclosure; and comply with the terms of use and disclosure of PHI in any Business Associate Agreement.
- 6.3 Employer agrees to take appropriate measures to (a) protect the security and integrity of the Employer Portal; (b) protect against unauthorized access to or use of the Employer Portal; (c) to protect all Personal Information printed, extracted, downloaded or otherwise obtained from the Employer Portal from unauthorized access or disclosure; and (d) to protect all Personal Information provided to Associated or its third-party vendor partner.
- 6.4 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.
- 6.5 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 (i) 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; (ii) 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 (iii) if required by applicable law or regulation, or regulatory body, or otherwise pursuant to its obligations under the Business Associate Agreement.
- 6.6 In the event Employer identifies any unauthorized access to or release of Personal Information, or unauthorized access to the Employer Portal (collectively a "Security Breach Event"), Employer will notify Associated immediately and not later than within 24 hours of its discovery or suspicion that 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 will 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 Associated may request in order to ascertain the specific information subject to the Security Breach Event and the identities of all affected individuals.
- 6.7 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'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 Personal 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.

SECTION 7: INDEMNIFICATION

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. Employer agrees to indemnify and hold Associated, its agents, affiliates and subsidiaries, successors and assigns (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 (i) any breach of Employer's 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, (ii) any negligent act of omission or misrepresentation by any officer, director, employee or authorized agent of Employer in connection with the performance of its duties under this Agreement; (iii) any action or omission by an Indemnified Party based on or in accordance with directions, instructions and/or information supplied or provided by Employer or its authorized agents. 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 are solely liable. These obligations are in addition to any indemnification obligations related to confidentiality referenced herein. 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 Agreement. Associated has the right to elect to assume defense and control such defense, including selection of counsel.

SECTION 8: LIMITATION OF LIABILITY

- 8.1 Associated shall not be responsible to perform (or responsible or liable for the failure to perform) any services or other obligations other than those expressly agreed to in this Agreement. 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 Associated.
- 8.2 Associated will not be responsible or liable for acts or omissions made in reliance upon erroneous data provided by Employer, including its officers, employees, agents or subcontractors, or Employer's failure to perform its duties or obligations under this Agreement.
- 8.3 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.
- 8.4 NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, 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 OR ITS AFFILIATES BE LIABLE TO EMPLOYER 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 ASSOCIATED'S 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 TWELVE-MONTH PERIOD PRIOR TO THE MONTH IN WHICH THE ACT OR OMISSION GIVING RISE TO THE CLAIM OCCURRED.
- 8.5 NO THIRD PARTY SHALL HAVE ANY RIGHTS OR CLAIMS AGAINST ASSOCIATED UNDER THIS AGREEMENT.
- 8.6 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.

SECTION 9: INTELLECTUAL PROPERTY

Continued >>

Each party owns all right, title and interest (including all intellectual property rights) in and to its trademarks, service marks, logos, and tag lines (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.

SECTION 10: SURVIVAL

The provisions of Sections 6, 7, 8, 11, and 12 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.

SECTION 11: 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.

- 11.1 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.
- 11.2 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.
- 11.3 Arbitrator Powers. Arbitrators (i) will resolve all Disputes in accordance with the substantive law of the Arbitration State, without regard to such state's conflict of laws provisions, (ii) 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 (iii) 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.

SECTION 12: GOVERNING LAW; DISPUTE RESOLUTION; VENUE

- 12.1 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.
- 12.2 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.
- 12.3 The parties shall continue to perform its 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.
- 12.4 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.

SECTION 13: 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, pandemics 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.

SECTION 14: MISCELLANEOUS

- 14.1 The relationship between the parties hereto is solely that of independent contractors. Nothing in this Agreement creates an agency, partnership, employment or joint venture relationship between the parties, affiliates or any of their subcontractors or representatives.
- 14.2 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.
- 14.3 Employer may not assign this Agreement or its duties hereunder without Associate's prior written consent.
- 14.4 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.
- 14.5 The undersigned persons are duly authorized representatives of their respective organizations, duly authorized and have the legal capacity to execute and deliver this Agreement. This Agreement is a valid and legal agreement binding on the parties hereto and enforceable in accordance with its terms.
- 14.6 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.
- 14.7 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:

If to: Employer

Employer Name: City of Stevens Point
 Address: 1515 Strong's Avenue
 City: Stevens Point
 State: WI Zip: 54481

If to: Associated Bank, N.A.

MS: 7004
 Associated Bank, N.A.
 PO Box 19097
 Green Bay, WI 54307-9097

or to such other person or at such other address as either party may hereafter designate by notice to the other party in writing.

- 14.8 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. This Agreement may be amended or rescinded only by a written instrument duly signed by an authorized officer of each of the parties hereto.

SECTION 15: STATE SPECIFIC DISCLOSURES

MICHIGAN

The state of Michigan requires in statute MCL 550.932 that:

- 15.1 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:
 - 15.1.1 What benefits are being provided.
 - 15.1.2 Of changes in benefits.
 - 15.1.3 The fact that individuals covered by the plan are not insured or are only partially insured, as the case may be.
 - 15.1.4 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.
 - 15.1.5 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.
 - 15.1.6 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.

EMPLOYER

ASSOCIATED BANK, N.A.

Signature

Melissa Hukriede

Signature

Print Name

Melissa Hukriede

Print Name

Title

SVP, Director of HSA/TPA Solutions

Title

Date

Date

Addendum – Business Associate Agreement

This Business Associate Agreement (“Agreement”) is entered into between Enter Employer Name (“Covered Entity”) 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 HIPAA and as amended by 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. Breach shall have the meaning given in 45 CFR §164.402.
- b. Designated Record Set shall have the meaning given in 45 CFR §164.501.
- c. Electronic Protected Health Information shall have the meaning given in 45 CFR §160.103.
- d. HIPAA shall mean the Health Insurance Portability and Accountability Act of 1996 and any amendments thereto.
- e. 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.
- f. 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.
- g. Limited Data Set shall have the meaning given in 45 CFR §164.514(e)(2).
- h. 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.
- i. 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.
- j. Required by Law shall have the meaning given in 45 CFR §164.103.
- k. Secretary shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- l. 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 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 person to whom the information is disclosed that it 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 person and the person agrees to notify the Business Associate of any instances of which it 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 such 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 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 PHI, if such changes affect Business Associate's permitted or required uses and disclosures.
- 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 data base. 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 Privacy and Security Rules.
- d. No Third-Party Beneficiaries. The parties agree that there shall be no third-party beneficiaries to this contract, 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

Melissa Hukriede

Signature

Signature

Melissa Hukriede

Print Name

Print Name

SVP, Director of HSA/TPA Solutions

Title

Title

ASSOCIATED BANK, N.A.

Addendum—COBRA and Direct Bill Program Fees

Associated Bank provides two fee options for employers to choose from. Employer may only select one billing option and that billing option remains in force for a minimum of 12 consecutive billing cycles. Employers can change billing options at renewal.

SELECT ONE:

OPTION 1 – PER BENEFIT ELIGIBLE EMPLOYEE SERVICE PRICING*

This fee option is calculated by counting the number of benefit eligible employees for any Employer-sponsored benefit plan, including those on direct bill plans. Benefit-eligible employees are only counted once, even though they may be eligible for multiple benefit plans.

Associated will ask for the benefit-eligible count at the start of the medical benefit plan year and bill monthly for the entirety of the plan year unless there is a change in benefit-eligible count greater than 20%. It is the Employer's responsibility to notify Associated of the change in benefit-eligible count.

Employers who have COBRA services and Direct Bill services will only be charged one minimum monthly fee.

Pricing and fees		
Setup fee	\$0	Inclusive of Direct Bill & COBRA
Annual fee	\$150	Inclusive of Direct Bill & COBRA
Initial general rights notice	Included	
Monthly admin fee	\$0.65	Per benefit-eligible per month
Minimum monthly fee	\$60	Billed monthly; inclusive of Direct Bill & COBRA
Annual enrollment notification(s)	\$15	Assessed by count of mailed open enrollment packet(s)
Direct Bill enrollee(s)	N/A	Billed monthly; Only applies to Direct Bill enrollees
Postage fees	Included	Standard postage

*Additional fees may apply for services requested not otherwise outlined.

Addendum—COBRA and Direct Bill Program Fees

_ OPTION 2 – PER QUALIFYING EVENT PRICING*

This fee option is calculated by counting the number of processed qualifying event notices in a month. One qualifying event = one charge regardless of the number of eligible members.

The enrolled member fee is billed monthly by enrolled single member or by enrolled family if there is more than one member enrolled. For example, you will be billed a total of 3 times the amount of the enrolled member fee for an enrolled family of three on medical and dental continuation or direct bill for 3 months.

Employer who have COBRA services and Direct Bill services will only be charged one minimum monthly fee.

Pricing and fees		
Setup fee	\$	Inclusive of Direct Bill & COBRA
Annual fee	\$	Inclusive of Direct Bill & COBRA
Initial general rights notice	\$	Billed monthly
Qualifying event notice	\$	Billed monthly per qualifying event
Enrolled member fee	\$	Billed monthly
Minimum monthly fee	\$	Billed monthly
Annual enrollment notification(s)	\$	Assessed by count of mailed open enrollment packet(s)
Postage fees	Included	Standard postage

*Additional fees may apply for services requested not otherwise outlined.

