



Employer Enrollment Agreement

THIS EMPLOYER ENROLLMENT AGREEMENT (the "Agreement") is made and entered into as of this ____ day of _____, 20____, between _____ ("Employer"), a _____ corporation whose principal address is _____ and Blue Cross and Blue Shield of Kansas City, whose principal address is 2300 Main Street, Kansas City, MO 64108 (the "Company").

WHEREAS, Employer is a client of Company with respect to the receipt by Employer of certain health plan services provided by Company and

WHEREAS, Company has arranged for Health Savings Accounts ("HSAs") established pursuant to Section 223 of the Internal Revenue Code to be made available to Employer's employees ("Employees") at UMB Bank, n.a., a national banking association located in Kansas City, Missouri ("UMB"); and

WHEREAS, Company provides a variety of methods by which Employees may enroll in HSAs established at UMB; and

WHEREAS, Employer, as agent for Company, has agreed to provide the enrollment support and documentation services set forth in this Agreement for its Employees that have elected to enroll in a high deductible health plan and to open an HSA at UMB;

NOW THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the parties hereby agree as follows:

1. HSA Marketing Materials. In marketing high deductible health plans and health savings accounts to its Employees, the Employer will use only those materials that have been provided or approved in writing by Company.
2. Enrollment File. Employer will provide to Company, in a format acceptable to Company, enrollment information with respect to each Employee who has agreed to enroll in a high deductible health plan and to open an HSA with UMB serving as Custodian. Such information shall include, at a minimum, the Employee's name, a street address, and the Employee's social security number and such other information as reasonably required by Company. Company is authorized to forward such enrollment information to UMB for the purpose of opening HSAs at UMB, issuing debit cards to access Employee's HSA, and otherwise servicing the Employee HSA.
3. Account Holder Agreement. In order to enroll customers in an HSA, UMB has developed a standard set of enrollment documents which consists of (1) Enrollment Agreement for Health Savings Account at UMB Bank, N.A (the "**HSA Enrollment Agreement**"); (2) Custodial Agreement, whereby Bank agrees to serve as Custodian of the HSA in accordance with the Internal Revenue Code; (3) HSA Deposit Account Terms and Conditions, which describe the terms and conditions applicable to the HSA deposit account opened at UMB, the interest rate(s) payable by Bank on the HSA DDA, and the fees and charges applicable to the HSA; (4) UMB's Privacy Policy for Individuals; and (5) HSA Q&As. The documents included in subsections (1) through (5) are collectively called the "**Account Holder Agreement**". UMB is solely responsible for the content of the Account Holder Agreement and for its compliance with applicable law.

At Employer's expense, Employer shall either (a) deliver the Account Holder Agreement to each Employee who expresses an interest in enrolling in a high deductible health plan and HSA through Employer at UMB at or before the Employee's enrollment in the HSA, or (b) before or within ten (10) days after enrollment by Employees in a high deductible health plan and Employee's election to open an HSA at UMB, Employer shall mail or deliver to each such Employee a true and correct copy of the Account Holder Agreement provided by Company to Employer.

Employer shall obtain from each Employee who enrolls in an HSA at UMB a copy of the HSA Enrollment Agreement executed by the Employee, and shall provide the original of the HSA Enrollment Agreement to UMB which will retain the original. The remainder of the Account Holder Agreement is intended to be retained by the Employee.

The HSA Enrollment Agreement should be sent to:

**UMB Bank n.a
1010 Grand Ave
MS -1020213
Kansas City, Missouri 64106**

Employer, as agent of Company, shall retain records demonstrating Employer's compliance with its obligations under this section, which records shall be available for review and audit by Company and by UMB and/or UMB's bank regulatory agencies for a period of not less than two (2) years after such enrollment is completed. Employer shall not modify the Account Holder Agreement prior to its presentation to Employees without the prior written consent of Company.

4. Employer's Representations and Warranties. Employer hereby represents and warrants to Company that all enrollment information provided by Employer to Company pursuant to Section 2 of this Agreement is true and correct, and Employer shall provide reasonable assistance to Company and/or UMB to confirm the correctness of such information.
5. Fees Paid to Company. Employer hereby acknowledges that Company receives nominal fees from UMB Bank, N.A. for facilitation of enrollment of Employee HSA.
6. Termination. This Agreement shall automatically terminate when Employer no longer receives administrative services from Company. Employer may terminate this Agreement upon thirty (30) days prior written notice to Company. Any notice of termination shall be provided to Company at the address set forth in the first paragraph of this Agreement.

IN WITNESS WHEREOF, Employer has executed this Agreement as of the date set forth next to Employer's signature below.

EMPLOYER:

COMPANY:

Blue Cross and Blue Shield of Kansas City.

BY: _____
(Signature)

BY: _____
(Signature)

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date:

Date: