

## Health Savings Account (HSA) Enrollment Form - Retirees Only

**Form Instructions:** Please complete all entries on this form. Please print, sign, and date this form, and send to ETF.

Postal: ETF Retiree Health Insurance Unit, PO Box 7931, • Fax: 1-608-226-5535

Madison, WI 53707-7931

• Email: RetireeHealth@etf.wi.gov

<b>STEP 1: HSA Enrollee Personal Information</b>			
Section 326 of the USA PATRIOT Act requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.			
Employee Name		Last Name	
Employer Name		Employee ID	
Permanent Address*		City	State Zip Code
Day Time Phone Number		Email Address	
Social Security Number		Date of Birth (Month/Day/Year)	
Marital Status: <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Divorced <input type="checkbox"/> Widowed		Enrollment Status: <input type="checkbox"/> New enrollment <input type="checkbox"/> Re-enrollment	Health Plan Coverage: <input type="checkbox"/> Single <input type="checkbox"/> Family
*Must be a valid U.S. street address. P.O. Box may not be used.			
<b>STEP 2: HSA Qualifications</b>			
Your HSA is your financial asset even if you change employers or health plans. You must meet the requirements under Internal Revenue Code Section 223 to be eligible to open and contribute to an HSA. This means that:			
<ol style="list-style-type: none"> <li>1. You must be covered by a qualified high deductible plan.</li> <li>2. You cannot be covered by another health plan, including Medicare or Flexible Spending Account. (You may be covered by a Limited Use Flexible Spending Account or Limited Use Health Reimbursement Arrangement.)</li> <li>3. You cannot be claimed as a dependent on another individual's tax return.</li> </ol>			
Consult IRS Publication 969 for more information about HSA eligibility requirements.			
<b>STEP 3: HSA Elections</b>			
<input type="checkbox"/> Select HSA		Contribution Instructions: Once your plan is active, you may submit your contribution elections online in the CYC website or by using a contribution form available on <a href="http://www.myoptumfinancial.com/etf">www.myoptumfinancial.com/etf</a>	
**The total combined amount of both employer and employee contributions cannot exceed IRS maximum contribution limits. For 2023, that limit is \$7,750 for employees with family HDHP coverage, \$3,850 for self-only coverage, and \$1,000 additional catch-up contribution allowed for employees age 55 or older. IRS regulations are indexed annually for inflation. If you want to contribute the total annual amount for a tax year in which you were only HSA eligible for a portion of that year, you must remain HSA eligible through the end of the next tax year or face tax penalties.			

**STEP 4: Account Holder Authorization**

The HSA Enrollee named above hereby certifies that the information set forth in this HSA Enrollment Form is correct, and that the HSA Enrollee is applying to open a Health Savings Account at Optum Financial through its subsidiary, ConnectYourCare, LLC, an Internal Revenue Service-designated HSA nonbank custodian.. Once the HSA is opened, Optum Financial will serve as the custodian of your HSA, which consists of all the funds in your HSA deposit account, as well as any other investments you make with your HSA funds. HSA Enrollee acknowledges receipt of the Custodial Agreement and agrees to be bound by the terms and conditions as set forth in the Custodial Agreement. HSA Enrollee will be sent a debit card that will access this HSA, once the HSA has been opened. The debit card will be governed by the Cardholder Agreement that will be sent with the card.

The HSA Enrollee understands that they must return this Enrollment Form to their employer, or the employer’s designated benefit administrator, and authorizes and directs Optum Financial and its affiliates to provide any information about your HSA, including your account number, account balance, or any other non-public personal information to your employer, or your employer’s designated benefit administrator, in connection with the establishment and maintenance of your HSA.

HSA Enrollee acknowledges that he or she has not relied on Optum Financial or its affiliates for personal tax or insurance advice and that Optum Financial and its affiliates are not responsible for determining whether HSA enrollee is qualified to open or contribute to an HSA in accordance with Section 223(c) of the Internal Revenue Code.

Account Holder Signature	Date
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## Enrollment terms and conditions

**I elect to participate in the Health Savings Program and agree to be bound by the terms of the Plan.**

**I understand that:**

- The Health Savings Account (HSA) program is a benefit established for eligible state employees enrolled in one of the It’s Your Choice (IYC) High Deductible Health Plans (HDHP). The HSA program is authorized under Internal Revenue Service (IRS) Code Sections 125, 105, and 223 and Wisconsin Statutes 40.515.
- A new enrollment must be completed each plan year. If I do not complete enrollment during open enrollment, I forfeit the opportunity to participate in the HSA benefit option.
- The annual HSA contribution amount I elect will be deducted from my paycheck a on pre-tax basis. If I do not wish to have my HSA contributions deducted pre-tax and prefer to be taxed on these dollars, I will contact my human resource or benefit office.
- Pre-tax HSA contribution deductions reduce my compensation for Social Security benefit purposes.
- According to Wisconsin Statutes 40.87, participation in an HSA will not reduce my wages for calculating state retirement benefits. Also, my contributions in an HSA will not reduce my gross income for the purpose of calculating any other state benefits such as sick leave conversion credits, income continuation insurance, life insurance, deferred compensation, unemployment, or worker’s compensation.
- Contributions made into one account cannot be transferred and used for expenses in any other account.
- Contributing to an HSA is completely voluntary, and I am solely responsible for determining whether any distribution from my HSA is in compliance with IRS regulations.
- Generally, contributions to an HSA are made on a month-to-month rule basis depending on what coverage I am enrolled in under the IYC HDHP on the first day of the month.
- There is a limited exception to the month-to-month rule described above. This exception allows me to make the maximum annual contribution for the plan year based on my enrollment in the IYC HDHP and HSA on

December 1st. Assume I change from individual to family coverage during the second half of the year, I am limited to a maximum contribution under the month-to-month rule. Since I was enrolled in family coverage on December 1st, I can use the limited exception and can contribute the full family HSA contribution amount.

- **IMPORTANT NOTE:** In order to use this limited exception, I have to stay enrolled in the IYC HDHP and HSA at the same or higher level of coverage for the entire next plan year, called the 'testing period'. If I do not maintain this coverage, for instance I terminate employment or switch to a Non-HDHP the next plan year, then the excess funds contributed will be subject to a 6% excise tax.
- Eligible expenses must qualify as a health care deduction under the IRS.
- When I make a mid-year HSA contribution election or enrollment change, I am re-certifying to the terms and conditions.
- In circumstances where my Payment Card is lost/stolen or become aware of fraudulent charges, I will contact Optum Financial customer service immediately. Optum Financial will deactivate the Payment Card and reissue a new Payment Card.
- If I am found to have used my HSA or Payment Card fraudulently, my participation in the state sponsored HSA may be terminated and I may lose the ability to participate in the state sponsored HSA benefit program in the future.

### **I certify that:**

- The information I have provided is complete and accurate to the best of my knowledge.
- If the Bank Custodian is unable to verify my identity, the Bank Custodian may contact me for additional information, such as a copy of the driver license, W-2, Social Security Card, or other identifying documents. If I failed to not pass Customer Identification Program (CIP) within 90 days of the request, my HDHP will be reverted back to a non-HDHP and the HSA will be canceled.
- I am covered by one of the qualified IYC HDHP, and that I am not covered by any other non-permitted coverage.
- I have available to me a copy of the application and Custodial Agreement and Disclosure Statement and amendments thereto.
- I release and agree to hold the HSA custodian harmless against any and all claims or losses arising from my actions.
- I agree to have my compensation reduced by the contribution amount(s) I elected on a pre-tax basis. If I do not wish to have my HSA contributions deducted pre-tax and prefer to be taxed on these dollars, I will contact my human resource or benefit office.
- I have reviewed and understand the benefits program eligibility and enrollment information and I agree to abide by all participation requirements.
- All dependents listed meet the eligibility requirements of the program.
- I shall not claim a federal income tax deduction or credit for any expenses that were reimbursed through my HSA.
- I will inform my human resources benefit office as soon as reasonably possible when I am no longer eligible to contribute to the HSA, for instance if I obtain other non-permitted coverage such as coverage under my spouse's plan, and I understand any contributions made for any month in which I am not an eligible individual will be subject to an excise tax, and that my employer will deduct any contributions it made for such an ineligible month from my HSA.

- Use of the Payment Card will comply with the terms and conditions of the Cardholder Agreement received with the Payment Card.
- That all expenses charged on the Payment Card will qualify as reimbursable per IRS rules, will be incurred only for me or my eligible dependents, and will not be reimbursed through any other means, including my or my dependent's insurance plans.
- I will keep all receipts and other documentation related to expenses charged on the Payment Card for account management and tax purposes.
- I understand additional Payment Cards issued to my spouse or dependent(s) will provide the named individual with access to my HSA. I accept responsibility for all card transactions incurred by the named individual and will submit documentation, as requested, for those transactions.
- I acknowledge and agree that use of the Payment Card in violation of this enrollment agreement or the Cardholder Agreement may result in the invalidation and forfeiture of the Payment Card.

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**Account Holder Signature**

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**Date**

**Return this form to ETF Retiree Health Insurance Unit.**

# Health Savings Account

Custodial Agreement and Notices



## Table of Contents

Health Savings Account Custodial Agreement.....	7
Health Savings Account Fee and Interest Schedule.....	20
Notice of Privacy Practices.....	21

## Health Savings Account Custodial Agreement

The named account owner (“Participant”) is establishing this health savings account (“HSA”) in accordance with the Internal Revenue Code of 1986 (“IRC”) and the regulations promulgated thereunder with ConnectYourCare, LLC (“Custodian”), a subsidiary of Optum Financial, Inc. for the purpose of paying or reimbursing qualified medical expenses of the Participant, his or her spouse, and/or dependents.

ConnectYourCare, LLC is an Internal Revenue Service authorized, passive nonbank trustee (“NBT”) serving as the custodian of HSAs. The letter authorizing ConnectYourCare, LLC to act as an NBT may be found at [myoptumfinancial.com/etf](http://myoptumfinancial.com/etf).

This Custodial Agreement (“Agreement”) sets forth the terms and conditions that govern your HSA with ConnectYourCare, LLC, and its affiliates. Throughout this Agreement, the words “Custodian”, “we”, “us”, or “our” means ConnectYourCare, LLC, and its successors and assigns and “you”, “your”, or “yours” means the Participant, and any spouse or non-spouse beneficiary, or any third party authorized or appointed by you to access and use the HSA (“Authorized Users”).

The Participant represents that, unless this account is used solely to make rollover contributions, the Participant is eligible to contribute to this HSA in accordance with Section 223(c) of the IRC; specifically, that he or she: (1) is covered under a high deductible health plan (“HDHP”); (2) is not also covered by any other health plan that is not an HDHP (with certain exceptions for plans providing preventive care and limited types of permitted insurance and permitted coverage); (3) is not enrolled in Medicare; and (4) cannot be claimed as a dependent on another person’s tax return.

Nothing in this Agreement is intended to serve as legal, tax, financial or investment advice. Please consult your own tax advisor or attorney with respect to your specific situation.

The Participant and the Custodian make the following agreement:

### Article I

#### 1.01

The Custodian will accept additional cash contributions for the tax year made by the Participant or on behalf of the Participant (by an employer, family member, or any other person). No contributions will be accepted by the Custodian for any Participant that exceeds the maximum amount for family coverage plus the catch-up contribution.

#### 1.02

Contributions for any tax year may be made at any time before the deadline for filing the Participant’s federal income tax return for that year (without extensions).

#### 1.03

Rollover contributions from an HSA or an Archer Medical Savings Account (“Archer MSA”) (unless prohibited under this Agreement) need not be in cash and are not subject to the maximum annual contribution limit set forth in Article II.

#### 1.04

Qualified HSA distributions from a health flexible spending arrangement or health reimbursement arrangement must be completed in a trustee-to-trustee transfer and are not subject to the maximum annual contribution limit set forth in Article II.

#### 1.05

Qualified HSA funding distributions from an individual retirement account must be completed in a trustee-to-trustee transfer and are subject to the maximum annual contribution limit set forth in Article II.

### Article II

#### 2.01

To view the current HSA annual contribution limits, please visit the IRS at [www.irs.gov](http://www.irs.gov).

#### 2.02

Contributions to Archer MSAs or other HSAs count toward the maximum annual contribution limit to this HSA.



## 2.03

An additional \$1,000.00 catch-up contribution may be made for a Participant who is at least age 55 or older and not enrolled in Medicare.

## 2.04

Contributions in excess of the maximum annual contribution limit are subject to an excise tax. However, the catch-up contributions are not subject to an excise tax.

### **Article III**

It is the responsibility of the Participant to determine whether contributions to this HSA have exceeded the maximum annual contribution limit described in Article II. If contributions to this HSA exceed the maximum annual contribution limit, the Participant shall notify the Custodian that there exist excess contributions to the HSA. It is the responsibility of the Participant to request the withdrawal of the excess contribution and any net income attributable to such excess contribution. The Participant is responsible to pay any applicable taxes resulting from the excess contribution.

### **Article IV**

The Participant's interest in the balance in this HSA is nonforfeitable.

### **Article V**

#### 5.01

No part of the custodial funds in this HSA may be invested in life insurance contracts or in collectibles as defined in Section 408(m) of the IRC.

#### 5.02

The assets of this HSA may not be commingled with other property except in a common trust fund or common investment fund.

#### 5.03

Neither the Participant nor the Custodian will engage in any prohibited transaction with respect to this HSA (such as borrowing or pledging the account or engaging in any other "prohibited transaction" as defined in Section 4975 of the IRC).

### **Article VI**

#### 6.01

Distributions of funds from this HSA may be made upon the direction of the Participant.

#### 6.02

Distributions from this HSA that are used exclusively to pay or reimburse "Qualified Medical Expenses," as defined in Section 213(d) of the IRC, of the Participant, his or her spouse, or dependents are tax-free. However, distributions that are not used for Qualified Medical Expenses are included in the Participant's gross income and are subject to an additional 20 percent tax on that amount. The additional 20 percent tax does not apply if the distribution is made after the Participant's death, disability, or reaching age 65. The Participant is solely responsible for determining whether the distribution from the HSA is for payment of or reimbursement of a Qualified Medical Expense.

#### 6.03

The Custodian is not required to determine whether the distribution is for the payment or reimbursement of Qualified Medical Expenses. Only the Participant is responsible for substantiating that the distribution is for Qualified Medical Expenses and must maintain records sufficient to show, if required, that the distribution is tax-free.

### **Article VII**

If the Participant dies before the entire interest in the HSA is distributed, the entire account will be disposed of as follows:

(1) If the beneficiary is the Participant's spouse, the HSA will become the spouse's HSA as of the date of death.

(2) If the beneficiary is not the Participant's spouse, the HSA will cease to be an HSA as of the date of death. If the beneficiary is the Participant's estate, the fair market value of the HSA as of the date of death is taxable on the Participant's final return. For other beneficiaries, the fair market value of the account is taxable to that person in the tax year that includes such date.

## Article VIII

8.01

The Participant agrees to provide the Custodian with information necessary for the Custodian to prepare any report or return required by the Internal Revenue Service IRS.

8.02

The Custodian agrees to prepare and submit any report or return as prescribed by the IRS.

## Article IX

Notwithstanding any other article that may be added or incorporated in this Agreement, the provisions of Articles I through VIII and this sentence are controlling. Any additional article in this Agreement that is inconsistent with Section 223 of the IRC or IRS published guidance will be void.

## Article X

This Agreement will be amended from time to time to comply with the provisions of the IRC or IRS published guidance. Other amendments to this Agreement may be made by the Custodian upon notice to the Participant in accordance with Section 11.12 of this Agreement.

## Article XI

11.01

### Account Establishment and Account Verification

(a) If you instruct us to open an HSA, or we are instructed to open an HSA on your behalf as part of a health benefit plan or other program in which you have enrolled or participate, any use of the HSA, including, but not limited to, activating any associated payment card(s), registering on our website to obtain online access to your HSA, making or receiving contributions, or otherwise using the HSA, is ratification of your desire to establish an HSA, and consent to be bound by the terms and conditions of this Agreement, our Notice of Privacy Practices, the HSA Fee and Interest Schedule, the HSA Cardholder Agreement, if applicable, and other disclosures and notices, as applicable (collectively the “HSA Documentation”), which may be provided to you from time to time and made available at [myoptumfinancial.com/etf](http://myoptumfinancial.com/etf).

(b) If applicable, you authorize and direct us to provide any information about your HSA, including your account number, account balance, or any other non-public personal information to your HSA Plan Provider (as defined in Subsection (d) below) and those acting on behalf of your HSA Plan Provider in connection with the establishment and maintenance of your HSA. You also authorize and direct that the HSA Plan Provider and those acting on behalf of the HSA Plan Provider to take any actions with regard to your HSA as deemed necessary and appropriate, including, but not limited to, making contributions and correcting errors in accordance with applicable laws. The Custodian has policies and procedures in place, in accordance with applicable laws, regulations and standards, to maintain the confidentiality and privacy of your personal information. The Custodian collects, processes, discloses and safeguards your information in accordance with the Custodian’s Notice of Privacy Practices provided to you in your account welcome kit and available online at [myoptumfinancial.com/etf/privacy-policy](http://myoptumfinancial.com/etf/privacy-policy). You acknowledge and agree that we may need to disclose information about your HSA as required by law, when necessary to complete transfers or provide a service to you, or as otherwise permitted in this Agreement, the Custodian’s Notice of Privacy Practices, and the HSA Cardholder Agreement.

(c) The HSA is self-administered by the Participant. You acknowledge and agree that we are the custodian of your HSA and nothing in this Agreement shall be construed to confer fiduciary status upon us for any purpose. For avoidance of doubt, Custodian acts in accordance with the terms of this Agreement and Participant’s instructions, and does not exercise discretionary authority or control with respect to funds held in the HSA.

(d) To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an HSA, we will ask for your name, date of birth, taxpayer identification number, and physical United States address. We may also ask for a copy of your government-issued identification, such as a driver’s license, or any other identifying documents. If a third

party, including, but not limited to, your employer or health insurance carrier (collectively, the “HSA Plan Provider”) is facilitating your enrollment, you authorize your employer or HSA Plan Provider to provide us with a copy of your identifying information, including, but not limited to your IRS Form I-9 Eligibility. Your account may not be opened until your identity has been verified. If your account is unable to be opened, any funds sent to the Custodian will be sent back to the funding source.

11.02

## **Account Administration**

### **(a) Aggregate Account**

Funds contained in your HSA are maintained in an aggregate account established for the benefit of Participants at one or more Federal Deposit Insurance Corporation (“FDIC”) insured financial institutions of our choosing (an “Aggregate Account”). Contact us to determine the financial institution(s) holding your funds.

### **(b) Interest Calculation**

We will credit interest on the balance in your HSA above the required minimum balance for interest, if any, that applies to your HSA as set forth on the applicable HSA Fee and Interest Schedule. Interest begins to accrue no later than the business day that the funds are contributed to your HSA. Interest will be compounded on a monthly basis. Interest will be credited to your HSA as of the last day of the month. If your HSA is closed before interest is credited, you will not receive the accrued interest for that month. We use the daily balance method to calculate interest on your HSA. This method applies a daily periodic rate to the principal in the HSA each day. The interest rate and Annual Percentage Yield (“APY”) applicable to the balance in your HSA on any given day will depend on which of the specific balance ranges your daily account balance falls within on that day. We may, in our discretion, change interest rates and APYs at any time. For current interest rates, please visit [myoptumfinancial.com/etf](http://myoptumfinancial.com/etf) and sign in to your participant portal.

### **(c) Account Statements and Objections**

We will provide you a statement of your HSA at least quarterly. Your account statement can be accessed and retrieved from the Custodian’s website or other internet portal. You may choose to have your HSA statement, as well as certain other notices, mailed at an additional cost, as provided for on the written HSA Fee and Interest Schedule.

The Participant shall examine his or her account statement promptly and carefully. If you believe any statement contains an error or includes an unauthorized transaction, please notify us immediately. Written objections should be sent to ConnectYourCare, LLC, Attn: Legal, PO Box 85960, 6300 Wayne Road, Westland, MI 48185. Verbal objections may be made by calling us at 1-877-292-4040. If, within 60 days after receipt of the account statement, you have not given us written notice of any exception or objection thereto, the HSA statement shall be deemed to have been approved by you and will preclude you from making future objections, claims, or exceptions regarding the account statement.

### **(d) Unclaimed Property**

Your HSA may become dormant if you do not initiate an account- related activity for a certain period of time as defined by state law. An account-related activity is determined by the laws governing your account. Examples of account-related activity may include contributions or distributions from your HSA, such as automatic transactions, including recurring and one- time transactions, and pre-authorized transfers/payments and electronic contributions, including payroll direct deposits. We put safeguards in place to protect a dormant account. We may restrict distributions from your HSA if your account has been inactive or dormant for a certain period of time. Monthly service and other fees may continue to apply, except where prohibited by law.

If you do not initiate an account-related activity on your HSA within the time period specified by state law, your HSA may be closed and the funds transferred to the appropriate state authority. To recover your HSA funds, you must file a claim with the state.

### **(e) Deposit Insurance**

You, the Participant, “own” balances held in your HSA, and such balances are eligible for insurance coverage by the FDIC up to the standard maximum amount as determined under FDIC rules (together with any other deposits owned by Participant at the FDIC insured financial institution, including savings and checking accounts, money market deposit accounts, and CDs issued directly to Participant by the FDIC insured financial institution, and deposits from similar cash placement programs offered by other custodians, brokerages or other entities). Additional information regarding FDIC insurance coverage is available at [fdic.gov](http://fdic.gov) or calling the FDIC at 1-877-ASK-FDIC (1-877-275-3342).

We are not responsible for monitoring the balance in your HSA, or any other deposits at a financial institution holding an Aggregate Account, to determine the FDIC insurance coverage. If you expect to have aggregate deposits that exceed FDIC insurance coverage limits at a financial institution that may hold an Aggregate Account, you may contact Custodian to request that the balance in your HSA is reassigned to another financial institution holding an Aggregate Account. Contributions to the HSA are eligible for FDIC insurance coverage only after they become available to the Participant in the HSA or otherwise in accordance with applicable law.

Subject to the terms and conditions applicable to HSA Investments, as defined herein, securities and insurance product purchases directed by Participant and held as HSA Investments are not FDIC insured and are subject to risk of loss, including loss of principal

11.03

## **Fees and Compensation**

### **(a) Service Fees**

We may charge administrative, maintenance, service and other designated fees as set forth in our HSA Fee and Interest Schedule. You are responsible for payment of the fees set forth in our HSA Fee and Interest Schedule. In some instances, the fees, or a portion thereof, may be paid by your employer, the HSA Plan Provider, or other third party. To the extent that the fees are not paid by a third party, or if a third party discontinues paying the fees, we will deduct the fees from your HSA.

We reserve the right to charge any additional fees or change any fees upon 30-days’ notice to you. We may deduct all fees from the HSA, or at our discretion, charge you separately for such fees. If there are not enough funds in your HSA to cover the amounts you owe us, we may overdraw your HSA without being liable to you.

### **(b) Custodian’s Compensation/Revenue**

In addition to revenue earned from administrative, maintenance, and service fees, we may receive compensation equal to the difference between the interest received by us in connection with the Aggregate Accounts and the amount of interest we pay to you on your HSA, otherwise referred to as “spread”. The spread may change depending on prevailing interest rates. We may, in our discretion, change your interest rate or APY at any time.

We may also earn revenue from interchange fees arising from the use of the payment card that may be issued for your HSA. Interchange fees are paid by the merchants and not you.

We perform certain clerical and ministerial services with respect to HSA Investments, as defined in Section 11.06, and we may receive a fee for those services from the Registered Investment Advisor, or any other service provider related to the HSA Investment program.

11.04

## **Account Contributions**

(a) There is no minimum contribution required to open an HSA. You may make an unlimited number of contributions to your HSA, however, the terms of the Agreement and the IRC may limit the total dollar amount that may be contributed to your HSA in a calendar year. We may refuse to accept contributions to your HSA that we believe would cause your HSA to exceed the maximum annual contribution amount for account holders having family coverage plus the catch-up contribution as established by the IRS. We are not responsible for determining whether contributions to your HSA exceed the maximum annual contribution limit.

(b) Contributions may be made by check, direct deposit, automated clearing house

("ACH"), wire transfers, or any other means we make available to you. All contributions must be made in United States Dollars.

(c) If you have arranged with your employer or any other third party to have payments directly deposited into your HSA, and your HSA is closed or otherwise unavailable to receive any contribution, we may elect, in our discretion, to return the contribution to the source.

(d) If a claim is made with respect to any item after final credit has been given to your HSA for the item on the grounds that it was altered, forged, had an unauthorized signature or endorsement, or was otherwise not properly payable, the amount of that item may be withheld from your HSA until the claim is resolved finally. If we are subject to any loss or damage as a result of relying on your representations or instructions related to the item, you will be held responsible for the costs and fees.

(e) We are not responsible for losses which happen during collection of a check or other item that are not caused by circumstances under our direct control.

(f) We are not responsible for monitoring your employer's contributions to your HSA. You are responsible for monitoring your employer's contributions to your HSA and notifying the employer of any changes, errors, or discrepancies regarding the employer's contributions to your HSA.

(g) Contributions for any given tax year may be made at any time before the deadline for filing your federal income tax return for that calendar year, without extensions.

(h) Contributions into your HSA will become available to you in accordance with our Funds Availability policy as set forth in Section 11.14 of this Agreement.

(i) If an item you contribute is returned for any reason, we may elect, in our sole discretion, to deduct the amount of the returned item from your HSA, return the item to you, and charge a fee, as applicable; or to redeposit the item and charge a fee, as applicable. If we elect to redeposit the item, you acknowledge that we have not waived or forfeited our right to deduct the amount of the item from your HSA if the item is subsequently returned.

## 11.05

### **Account Distributions**

(a) Distribution of funds from your HSA may be made upon your direction. Only you or any other Authorized User may initiate a distribution from your HSA. You may request a distribution from the HSA through the online participant portal, at [myoptumfinancial.com/etf](http://myoptumfinancial.com/etf), by completing the Custodian's HSA distribution request form, or by other means acceptable to us.

(b) You are solely responsible for determining whether the distribution from the HSA is for payment of or reimbursement of a Qualified Medical Expense. You are solely responsible for substantiating that the distribution is for a Qualified Medical Expense and for maintaining records sufficient to show, if applicable, that the distribution is for a Qualified Medical Expense. You are solely responsible for determining the federal or state tax consequences of a distribution from your HSA. Please consult a tax advisor regarding the tax treatment of any distribution from your HSA.

(c) We will report your HSA distributions to the IRS on an annual basis, as prescribed by the IRS.

(d) Upon your death, we may liquidate your HSA Investments and, if applicable, distribute any proceeds, along with the funds in your HSA, to your designated beneficiary(ies). If no beneficiary is designated, the distribution will be made to your estate.

(e) We may make a distribution from your HSA without your authorization if directed to do so pursuant to a court order, garnishment, or levy. We shall not incur any liability in making such a distribution in accordance with a court order, garnishment, or levy.

(f) If your HSA becomes overdrawn for any reason, you agree to immediately repay the amount of any overdraft. If we pay distributions by overdrawing your HSA, we are not obligated to continue paying overdrafts. We may charge overdraft fees. See the HSA Fee and Interest Schedule for more information.

(g) We reserve the right to process distributions, withdrawals, transfers or other related requests received by you on the same day in any order we determine appropriate.

(h) ACH credits and debits received to your HSA are subject to the rules of the National Automated Clearing House Association (“NACHA”) and any other applicable ACH rules. You agree to be bound by the ACH rules. You agree to indemnify and hold Custodian harmless from and against all claims, demands, liabilities and expenses (including reasonable attorneys’ fees and costs) resulting from any error on your part, or any failure on your part to exercise reasonable care, in the provision, transmission, or processing of data provided to Custodian or any third party or in complying with any NACHA rules or other applicable law.

11.06

### **Self-Directed HSA Investments**

Generally, HSA funds in excess of a threshold established by the Custodian may be invested in certain mutual funds and other securities (“HSA Investments”), as permitted by law.

Investment advice or investment recommendations are not part of the custodial services provided by the Custodian and are not covered by this Agreement.

HSA Investments are not FDIC-insured, not bank-issued or guaranteed, and are subject to investment risks, including fluctuations in value and the possible loss of principal amount invested.

The HSA Investments available to you are selected by the Registered Investment Advisors (each, an “Advisor”) made available to the Participant by, and at the discretion of, the Custodian. The Advisor selects the HSA Investments in accordance with an investment policy provided by the Advisor. In certain situations, your employer may select the HSA Investments provided to you and the investment policy provided by the Advisor shall not apply. Please review the Advisor’s disclosures for information about limitations and fees related to the HSA Investments.

You have the sole responsibility and authority to select investments and direct the purchase or sale of HSA Investments. Your determination to sell or purchase any HSA Investments presented to you through the online participant portal does not confer fiduciary status upon the Custodian. The Custodian does not provide investment advice or recommendations, or serve as an investment advisor to the Participant. To

the extent applicable, the Custodian will settle any transactions related to HSA Investments only upon receipt of, and pursuant to, your instructions to us. If any of your instructions unclear, or provided in a manner not acceptable to us, we may, in our sole discretion, continue to hold funds in your HSA or HSA Investments, as applicable, without liability for loss of income or appreciation.

The Custodian does not have a duty to disclose any risks associated with any HSA Investments and shall not be liable for any loss of principal or income, nor for any expenses incurred relating to HSA Investments.

Participation in the self-directed HSA Investments will be subject to any and all applicable additional terms and conditions provided by the Advisor or other third-party providers, available in the online participant portal at [myoptumfinancial.com/etf](http://myoptumfinancial.com/etf).

By your online registration and use of HSA Investments, you consent to and agree that all notices and documentation, including but not limited to, prospectuses, statements of information, the Advisor’s terms and conditions, and reports to shareholders, will be made available to you through our website. Your consent permits the Advisor to use its discretion to vote proxies, consents, direction, approvals or similar matters on behalf of your HSA Investments.

If you close your HSA with us or transfer your HSA to another custodian, your HSA Investments will also be closed. HSA Investments must be liquidated to your HSA before your HSA can be closed or funds can be transferred or rolled over to another custodian. In the event of your death or court order, we may liquidate your HSA Investments without your authorization to comply with the death distribution or court order.

In the event that your HSA balance is insufficient to cover any distributions, fees, taxes, or other expenses, we have the right to liquidate your HSA Investments, if necessary, to pay any distributions, fees, taxes, or other expenses properly chargeable against your HSA.

Subject to the Advisor’s terms and conditions, the Advisor may change or modify the menu of HSA Investments made available to you and restrict your ability to purchase HSA Investments in accordance with the Advisor’s instruction.

If you have selected an HSA Investment that is removed, terminated, modified, or otherwise unavailable, the Advisor may direct the transfer of your interest in the HSA Investment to a similar or comparable HSA Investment, unless you otherwise take action on your HSA Investment as set forth in the Advisor's terms and conditions. If a similar or comparable HSA Investment is not available, your HSA Investment may be liquidated and the resulting funds will be transferred to your HSA, unless you otherwise take action on your HSA Investment as set forth in and subject to the Advisor's terms and conditions.

11.07

## **Death or Divorce Transfers/Distributions**

### **(a) Beneficiary Designation**

You may designate one or more beneficiaries to receive the proceeds of your HSA and investment interests upon your death. Beneficiary designations must be made using the Beneficiary Designation Form provided by the Custodian. We reserve the right to require a signature on a Beneficiary Designation Form.

You may revoke a designated beneficiary by delivering written notice of the revocation to us at ConnectYourCare, LLC, Attn: Trust Operations, PO Box 85960, 6300 Wayne Road, Westland, MI 48185. A previously submitted Beneficiary Designation Form may be revoked or changed by subsequently submitting a valid Beneficiary Designation Form.

We reserve the right to require the written consent of your spouse prior to designating a non-spousal beneficiary to your HSA.

You represent and warrant that any beneficiary designation submitted to us is complete, accurate and satisfies all applicable legal requirements. We may presume that a beneficiary is legally competent until we receive written notice otherwise.

If there is no valid Beneficiary Designation Form on file with us at the time of your death, the HSA funds will be distributed to your estate. Please consult a tax professional regarding additional tax-related requirements, obligations, or consequences.

Upon notification of your death, we will freeze your HSA. We may require the presentment of certain

documents before your HSA funds may be distributed to your designated beneficiary or your estate. Please review the Beneficiary Designation Form in the participant portal at [myoptumfinancial.com/etf](http://myoptumfinancial.com/etf) for more information.

### **(b) Divorce Distribution/Transfer**

If a request for a transfer or distribution is made pursuant to the terms of a divorce or separation agreement, we must receive the request within 90 day of the effective date of the divorce or separation instrument or decree. Transferring your interest to someone other than your spouse may subject you to income tax and penalties on the transferred amount

11.08

## **Rollovers and Transfers**

### **(a) HSA Rollovers**

Your HSA can accept roll over funds from another HSA or Archer MSA, if you provide us with advanced notice and you provide us with any other information we request, including a written or electronic rollover form. Rollover funds from an HSA or Archer MSA need not be in cash and are not subject to the maximum annual contribution limits set forth in Article II of this Agreement. Funds may not be available during the rollover period. Special rules apply to HSA rollovers. Please see IRS Publication 969 for detailed HSA rollover rules and limitations.

### **(b) HSA Transfers**

You may transfer all or a portion of funds from this HSA to another HSA or from another HSA to this HSA. Such a transfer is called a "Trustee-to-Trustee Transfer". The IRS does not limit the frequency of Trustee-to-Trustee Transfers. We may require you provide us with advanced notice of the transfer and with any other information we request, including a written or electronic Trustee-to-Trustee Transfer form.

## (c) IRA Transfers

You may execute a one-time, tax-free trustee-to-trustee transfer of funds from an Individual Retirement Account (“IRA”) to your HSA. Such transfers are subject to additional rules and limitations and may have tax consequences. You may request a transfer form from us, but please contact your IRA trustee or custodian to see whether a transfer is permitted and to initiate the transfer. Please consult a tax professional or financial advisor regarding additional tax and other related requirements, obligations, or consequences.

### 11.09

#### **Custodian’s Authorization and Empowerment**

You authorize and empower the Custodian to administer the HSA, including the power to:

- (a) Hold HSA funds received from time to time from the Participant or another source, including rollovers and transfers, as Custodian in an Aggregate Account at a financial institution of Custodians choosing.
- (b) Collect fees from the HSA in accordance with the terms of this Agreement and the HSA Fee and Interest Schedule, including as it relates to overdraft and return item fees.
- (c) Make payments, distributions, and disbursements from the HSA as directed by the Participant or his or her Authorized User, in accordance with this Agreement and applicable law.
- (d) Perform any and all other acts, which in Custodian’s judgment may be necessary or appropriate for the proper administration of the HSA, including correcting errors made by either the Custodian or an employer, or employing attorneys, agents, and vendors as the Custodian feels appropriate, without notice to the Participant.
- (e) Seek, at the expense of Participant, direction or approval from a court of competent jurisdiction whenever the Custodian shall, in its sole discretion, deem it appropriate.
- (f) Request any documentation or certification as Custodian may, in its sole discretion, deem appropriate to verify and establish the identity of the beneficiary or the estate upon death of the

Participant, if the assets are to be distributed to the Participant’s beneficiary or estate.

- (g) Pay any estate, inheritance, income, or other tax or assessment attributable to any property or interest held in the HSA out of the balance held in the HSA or from any associated assets as the Custodian may, in its sole discretion, deem to be required.
- (h) Require releases or other related documentation from the taxing authority, the Participant, each beneficiary or other payee, and require indemnification from each payee as may be necessary for the Custodian’s protection against tax liability.
- (i) Close, in the Custodian’s sole discretion, the HSA (a) if the HSA does not have a sufficient balance to pay fees that are due or (b) for whatever reason, including if your account has been inactive or dormant for a certain period of time, and liquidate and distribute the funds in the HSA accordingly, including to the appropriate state authority in accordance with Section 11.02(d) above.
- (j) Not accept, in the Custodian’s sole discretion, transfers to the HSA from a custodian or trustee of another HSA or certain other types of accounts.
- (k) Contract with third party service providers, including record keepers, clearing firms and broker-dealers, to provide certain services with respect to the HSA or HSA Investments.
- (l) Substitute, in the Custodian’s sole discretion, another trustee or custodian for any reason.

### 11.10

#### **Termination, Resignation and Removal of Custodian**

##### (a) Resignation or Termination by Trustee

We reserve the right to terminate or assign this Agreement, without your prior consent, provided that any assignee, if applicable, must be qualified to serve as an IRS designated HSA custodian or trustee. If applicable, upon notification by the IRS that the Custodian must appoint and transfer the HSA to a substitute custodian, we reserve the right to terminate and assign this Agreement, without your prior consent.

Upon such resignation of us as custodian, and in our sole discretion, we will either appoint a successor custodian or we will distribute the remaining assets



in the HSA to you. If applicable, we will liquidate your interests in any HSA Investments and contribute the proceeds to the cash balance to your HSA prior to distributing the HSA funds to the successor trustee/custodian or to you.

You agree that an assignment of this Agreement to another qualified trustee or custodian may result in the loss of FDIC insurance coverage for any HSA funds for which such assignee becomes a custodian or trustee. We shall not be liable for any actions or failures to act on the part of any successor trustee or custodian, nor for any tax consequences that you may incur as a result of the assignment, liquidation, distribution, or termination of the HSA.

In the event that our organization is acquired by or merged with another entity, or otherwise changes its name, that other organization will become the trustee or custodian of your HSA, if the organization is qualified or designated in accordance with IRS regulations.

#### (b) Termination by Participant

You may terminate this Agreement at any time by giving us 30 days prior written notice. In such event, we shall deliver or transfer the assets of the HSA in accordance with your instructions. We may require you to submit your request in writing using our approved account closure form. If you hold HSA Investments, you must first liquidate those investments in accordance with their applicable terms and conditions. Proceeds of the liquidated HSA Investments will then be reallocated to your HSA. You may not transfer, assign, or pledge your HSA without our prior written approval.

#### (c) Other Considerations

We reserve the right to debit your HSA for any outstanding charges and other reasonable amounts we believe necessary, and as detailed on the HSA Fee and interest Schedule, to cover any costs, fees, expenses, or taxes associated with the closing of your HSA.

As soon as practical after receiving notice of termination from you or after providing you notice of our termination or resignation, and if applicable, we will distribute the HSA funds in accordance with your direction, the IRC, and this Agreement. After distribution of all funds, this Agreement will terminate

and we will have no further duties, obligations, or liabilities to you, to your designated beneficiary(ies), or anyone else, except as required by law.

Any contributions received by us after your HSA has been closed will be returned to the contributing person/entity.

#### 11.11

Representations, Warranties and Waiver of Liability  
You hereby represent, warrant, and acknowledge that:

- (a) You are eligible to establish and contribute to an HSA and we are not responsible for determining your eligibility to establish or contribute to your HSA;
- (b) You agree that we are the custodian of your HSA and nothing in this Agreement shall be interpreted to confer fiduciary status on us, or any of our affiliates, for any purpose;
- (c) You agree that we are not responsible for any duty, responsibility, or obligation not specifically assumed by us in this Agreement. We are not responsible for
  - (i) determination of your eligibility to make a contribution to or establish your HSA;
  - (ii) determination of whether contributions made to your HSA, alone or in combination with other contributions, exceed the maximum contribution limitations as detailed under Section 223(b) of the IRC; and
  - (iii) any adverse tax or other consequences as a result of such contributions;
- (d) You agree that you are responsible for reviewing all material provided by us and that we may rely on any electronic signature given by you for purposes of your authorization of withdrawals or third-party transfers, notices regarding change of name or address, or other instructions to us, or when required by law;
- (e) You agree to provide us with all necessary information for us to prepare any report or return required by the IRS and we agree to prepare and submit any report or return required by the IRS;
- (f) All notices and disclosures that are required to be provided to you via first class mail will be provided to you via first class mail unless you otherwise consent and agree to electronic delivery of such notices

and disclosures in accordance with the E-SIGN Act. Regardless of whether you opt-in and consent to receive electronic delivery of important documents, all notices, documentation, and other information related to your HSA will be made available to you through our website and/or delivered to you via the e-mail address you provide to us. You and we agree that the notice to you will be considered delivered when so made available or delivered, as applicable. Any notice given to us will be considered delivered when we actually receive the notice in writing at ConnectYourCare, LLC, Attn: Legal, PO Box 85960, 6300 Wayne Road, Westland, MI 48185. If you are enrolled to receive electronic delivery of notices, then upon request and for an additional fee, we will mail you any notice at the most current address provided by you;

(g) You agree to indemnify us and hold us harmless from and against, to the fullest extent permitted by applicable law, any loss, claim, liability, damage, cost or expense (including reasonable attorney's fees) that arises or may arise from this Agreement, from Custodian's good faith performance pursuant to this Agreement, except liability arising from gross negligence or willful misconduct of Custodian, or from any actions taken by you and any other Authorized User regarding the HSA and including, without limitation, any action that we do or do not take in reliance on you or any other Authorized User's instructions received with respect to the HSA; and

(h) WE ARE NOT LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGE, LOSS, COST OR EXPENSE OF ANY TYPE OR NATURE, REGARDLESS OF THE FORM OF THE ACTION OR THEORY OF RECOVERY, AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF ANY OF THE FOREGOING, EXCEPT AS SET FORTH IN THIS AGREEMENT. WE DO NOT MAKE ANY REPRESENTATIONS AND WARRANTIES WHETHER EXPRESS, STATUTORY, OR IMPLIED.

11.12

### **Choice of Law, Severability, Amendment**

This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland. If any word, phrase, sentence, paragraph, provision,

or section of this Agreement shall be held, declared, pronounced, or rendered invalid, void, unenforceable, or inoperative for any reason by any court of competent jurisdiction, governmental authority, statute or otherwise, such holding, declaration, pronouncement, or rendering shall not adversely affect any other word, phrase, sentence, paragraph, provision, or section of this Agreement, which shall otherwise remain in full force and effect and be enforced in accordance with its terms.

This Agreement may be amended at any time by us. Any amendment will take effect upon 30 days' notice to you, and you will be deemed to have consented to such amendment unless you notify us within 30 days of delivery of notice that you do not consent to the amendment. If you do not consent to the amendment, the HSA will be closed and the account balance, less any outstanding fees, will be transferred to another custodian designated by you in accordance with the notice that you do not consent to the amendment or, if no custodian is designated in the notice that you do not consent to the amendment, distributed to you. This Agreement may not be amended by you without our written consent.

11.13

### **Arbitration**

You hereby agree that any dispute, claim, or controversy arising now or in the future under or relating in any way to your HSA or this Agreement, regardless of the nature of the cause(s) of action asserted (including claims for injunctive, declaratory, or equitable relief), shall be resolved by neutral binding arbitration. Claims subject to arbitration include claims that are made as counterclaims, cross claims, third party claims, interpleaders, or otherwise. Arbitration replaces the right to go to court, and you therefore agree to waive any right that you or we might otherwise have had to a jury trial or the opportunity to litigate any claims in court before either a judge or jury. You further agree that you will not be able to bring a class action or other representative action (such as an action in the form of a private attorney general) to litigate any claims in court before either a judge or jury; nor will you be able to participate as a class member in a class action or

other representative action in arbitration or in court before either a judge or jury.

This binding arbitration provision applies to any and all claims that you have against us, our parent, subsidiaries, affiliates, licensees, predecessors, successors, assigns, and against all of our respective employees, agents, or assigns, or that we have against you; it also includes any and all claims regarding the applicability of this arbitration clause or the validity of this Agreement, in whole or in part. It is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16, as it may be amended.

The party filing a claim in arbitration must file its claim before the American Arbitration Association under the rules of such arbitration administrator in effect at the time the claim is filed. Rules and forms may be obtained from, and claims may be filed with the American Arbitration Association, (800-778-7879 or [www.adr.org](http://www.adr.org)). Arbitration hearings shall be held in Baltimore, Maryland and you waive any objection on grounds of venue, forum non-conveniens or any similar grounds. For disputes under \$10,000.00 the arbitration may be conducted in person, by telephone, or based on written submission. Judgment upon any arbitration award may be entered in any court having jurisdiction.

Notwithstanding the other terms of this arbitration clause: (i) you may choose to file a case in small claims court for any dispute that could have been resolved in such a venue in your jurisdiction; and (ii) we shall have the right to bring suit against you in a court of competent jurisdiction for the recovery of any sums owed to us under the terms of this Agreement, including, but not limited to, fees, costs, overdrafts, expenses, and sums paid by us in error to or for the benefit of the HSA. All court costs, legal expenses, reasonable compensation of time expended by us in the performance of our duties, and other appropriate and pertinent expenses and costs may be collected by us from the HSA.

This arbitration clause shall survive: (i) termination or changes in the Agreement, and the relationship between you and us concerning the Agreement; and (ii) the bankruptcy of any party or any similar

proceeding initiated by you or on your behalf. If any portion of this arbitration clause is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force.

11.14

### **Funds Availability**

Our policy is to generally make funds contributed to your HSA available to you on the first business day after we receive your contribution. The availability of your HSA funds for withdrawal or distribution may vary depending upon the type of contribution. There may be some exceptions; see Sections below titled Longer Delays May Apply and Special Rules for New Accounts. Payroll contributions are made available once they are contributed into your HSA which is generally the first business day after we receive your employer's payroll. Electronic contributions, wire transfers, or ACH contributions are generally made available the first business day after we receive the funds. The first \$200.00 of a day's check deposits will be made available on the first business day after the day we receive the deposit.

### **Longer Delays May Apply**

In some cases, we will not make the first \$200.00 of a business day's check deposits available to you on the first business day after we receive the check deposit. Further, in some cases, we will not make all the funds that you deposit by check available to you on the first business day after the day we receive your deposit. Funds from certain checks that you deposit may not be available until the second business day after the day we receive your deposit.

Funds you deposit by check may be delayed for a longer period under the following circumstances:

1. We believe a check you deposit will not be paid.
2. You deposit checks totaling more than \$5,000.00 on any one day.
3. You redeposit a check that has been returned unpaid.
4. You have overdrawn your HSA repeatedly in the last 6 months.

5. There is an emergency, such as failure of communications or computer equipment.

We will notify you if we delay your availability to withdraw funds for any of these reasons, and we will tell you when the funds will become available. Special Rules for New Accounts

If you are a new customer, the following special rules may apply during the first 30 days your HSA is open. Incoming wire transfers and electronic contributions, including payroll contributions and ACH contributions, will be available on the first business day after we receive the contribution. If you request that we process an electronic contribution on your behalf, we reserve the right to place an extended hold on those contributions. Funds from the first \$5,000.00 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal and state, and local government checks will be available on the second business day after the day of your deposit, if the deposit meets certain conditions. For example, the checks must be made payable to you, and you may be required to use a special deposit ticket. The excess over \$5,000.00 will be available on or before the ninth business day after the day we receive your deposit.

We will notify you if we delay your ability to withdraw funds and we will tell you when the funds will be available.

## **Determining the Day of Receipt**

For determining the availability of your contribution, every day is a business day, except Saturdays, Sundays, and federal holidays. The close of each business day varies but will be no earlier than 2 P.M. ET. If you make a contribution before the close of a business day on a business day that we are open, we will consider that day to be the day of your contribution. Contributions received after the close of the business day will be deemed received the next business day. If you make a contribution after the close of our business day or on a day we are not open, we will consider the day the contribution was made to be the next business day we are open.

## Health Savings Account Fee and Interest Schedule

Effective: November 5, 2018

### Fee Schedule

ConnectYourCare wants you to understand the fees associated with your Health Savings Account (HSA). In some cases, fees charged to your HSA may be less than the disclosed fees or one or more fees may not apply to your HSA. Also, some, or all, of the fees may be paid by your employer, insurer, or other third-party. For example, your employer may pay the monthly maintenance/account fee on your behalf. If a third-party stops paying your fees for any reason, CYC may collect the fees directly from your HSA at the disclosed rate.

For details regarding the general terms and conditions that apply to your HSA, please refer to the Custodial Agreement. The fees below may not apply to the Department of Employee Trust Funds (ETF) participating members.

Replacement Card	\$0.00
Paper Statement, per mailing	\$1.00 (no fee for electronic statement)
Reimbursement Check	\$2.00 (no fee for electronic funds transfer)
Monthly Maintenance	\$3.00 (if not otherwise paid by employer, insurer or other third party)
Deposited Item Returned, per item (NSF)	\$3.00
Overdraft, per transaction	\$20.00
Excess Contribution, per return	\$15.00
Account Closure/Rollover or Trustee-to-Trustee Transfer	\$20.00
Legal Process (e.g. attachment, levy or garnishment), per occurrence	\$25.00

### Interest Schedule

Your HSA balance is held in an interest-bearing, FDIC-insured account at a member FDIC bank. For current interest rates, please visit your online portal or contact Optum Financial. Interest rates may change without notice. Interest is calculated and compounded monthly. If your HSA is closed before interest is credited, you will not receive the accrued interest for that month. We use the daily balance method to calculate interest on your HSA. This method applies a daily periodic rate to the principal in your HSA each day.

Balance	% Interest	Annual percentage yield (APY)
\$0.01-1,999.99	0.01%	0.01%
\$2,000-7,499.99	0.01%	0.01%
\$7,500-9,999.99	0.01%	0.01%
\$10,000 or more	0.01%	0.01%

## Notice of Privacy Practices

Effective: November 5, 2018

### What does Optum Financial do with your personal information?

<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and name, address, and date of birth and employment information</li> <li>• Account balances and transaction history; payment history, medical-related payments</li> <li>• Credit history and credit scores, depending on the products or services you have with us</li> </ul> <p>When you are no longer our customer, we continue to share your information as described in this notice.</p>
<b>How?</b>	All financial companies need to share personal customer information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information, the reasons Optum Financial chooses to share and whether you can limit this sharing.

Reasons we can share your personal information	Does Optum Financial share?	Can you limit this sharing?
<b>For our everyday business purposes</b> – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus.	Yes	No
<b>For our marketing purposes</b> – to offer our products and services to you	No	We don't share
<b>For joint marketing with other financial companies.</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> – information about your transactions and experiences, which is not used by affiliates to market their products to you	Yes	No
<b>For our affiliates' everyday business purposes</b> – information about your creditworthiness.	No	We don't share
<b>For our non-affiliates to market to you.</b>	No	We don't share

<b>Questions?</b>	Please call 1-844-973-3925, or go to <a href="http://optumfinancial.com/privacy">optumfinancial.com/privacy</a> , or log in to your HSA portal. Health savings accounts (HSAs) are offered through Optum Bank <sup>®</sup> Member FDIC or ConnectYourCare, LLC, each a subsidiary of Optum Financial. Please consult your HSA Custodial Agreement for further information.
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<b>Who we are</b>	
Who is providing this notice?	Optum Financial includes a family of companies which provide or administer financial products for U.S. consumers, including OptumHealth Financial Services; ConnectYourCare, LLC; ConnectYourCare, Inc.; and Optum Bank.
<b>What we do</b>	
How does <b>Optum Financial</b> protect my information?	<p>To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.</p> <p>We maintain physical, electronic and procedural safeguards to protect your nonpublic personal information, including restrictions on access to your confidential information.</p>
How does <b>Optum Financial</b> collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>• Open an account</li> <li>• Use your payment card or make deposits or withdrawal</li> <li>• Update your contact information</li> </ul> <p>Depending on your product, we also collect your personal information from others, such as credit bureaus, affiliates or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes –information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for non-affiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>
<b>Definitions</b>	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• Our affiliates include companies within UnitedHealth Group and those companies that share the Optum name; ConnectYourCare; UnitedHealthcare Insurance Company; nonfinancial companies such as OptumInsight and UHG Print Services; and others such as United HealthCare Services, Inc. and Optum Specialty Benefits, Inc.</li> </ul>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• Optum Financial does not share with nonaffiliates so they can market to you.</li> </ul>
Joint Marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• Optum Financial does not engage in any joint marketing.</li> </ul>

<b>Other Important Information</b>	
Nevada Residents	We are providing you this notice pursuant to state law. You may be placed on our internal Do Not Call List by following the directions in the “To limit our sharing” section above. For more information contact us at 877-292-4040 or ConnectYourCare, Privacy and Legal Information, PO Box 85960, 6300 Wayne Road, Westland, MI 48185. Or contact the Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington Ave, Suite 3900, Las Vegas, NV 89101; 702-486-3132; aginfo@ag.nv.gov.
Vermont Residents	We will not share information we collect about you with nonaffiliates, except as permitted by Vermont law, including, for example to process your transactions or to maintain your account.