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Payroll Office:		

PrimeFlex – FSA Application

(1) EMPLOYER/ADMINISTRATOR INFORMATION

Contact Name	Business Federal ID #	Date of Application / /
Company Name		Telephone Number ()
Address (Street – No P.O. Boxes, City, State & Zip Code)		
Email	SIC Code	Fax Number ()

Tax Filing Status: C-Corp S-Corp Partnership Sole Proprietor Non-Profit LLC Other _____

Total Number of Employees _____ Specify all applicable payroll cycles (12, 24, 26, etc.) _____

Do you own interest in any other business? No Yes If yes, Name _____

Address if different _____ Federal ID # _____ PrimePay Client # _____

Affiliated Co. Included in plan? Yes No If yes, affiliated company tax filing status: _____
(Please provide a separate sheet for information on additional affiliated companies.)

Do you currently have a Section 125 Cafeteria Plan (POP/FSA)? Yes No

If yes, will this be an amend and restate? No Yes If yes, original plan effective date _____ Original plan # _____

Do you have a Union? Yes No

(2) PARTICIPATION AND ELIGIBILITY REQUIREMENTS

Check eligible employees and their respective maximums. If a category is checked, but a maximum is not elected, it will be defaulted to the maximum. (Check any or all that apply)

- Employees Eligible for Group Health Benefits
- All Employees
- Employees expected to work at least _____ hours per week will be included
- Employees reaching _____ years of age will be included (maximum 21 years)
- Employees meeting Probationary period of _____ months will be included (maximum 36 months)
- Employees meeting Probationary period of _____ days will be included
- Members of bargaining unit will be included

Entry Date – An employee is able to enter and participate in the Plan on such date after they have met the eligibility requirements above. _____ (i.e. first day of following month, same as group health, immediately)

Plan Year - PrimeFlex first year administration shall begin on (plan effective date) the first day of _____ (month/year).
The 12 month plan year shall begin on _____ (month/day).

(3) AVAILABLE BENEFITS

Select the benefits available to eligible employee(s). These benefits are taken through salary deductions. (Check any or all that apply)

- Medical Expense Reimbursement Account – \$ _____ Maximum Annual Election Current PrimePay deduction code: _____
- Dependent Care Reimbursement Account – (Annual Maximum \$5,000, \$2,500 if married filing separately) PP ded code: _____
- Group Health Insurance – Current PrimePay deduction code: _____
- Voluntary Term Life Insurance Premium – (**Employee Only** - Up to \$50,000 in death benefits.) Current PP deduction code: _____
- Disability Insurance Premium – (**Employee Only**) Current PP deduction code: _____ (*Collected benefits become taxable.)
- Cancer Insurance – Current PrimePay deduction code: _____
- Dental Insurance – Current PrimePay deduction code: _____
- Vision Insurance – Current PrimePay deduction code: _____
- Accidental Death & Dismemberment – Current PrimePay deduction code: _____
- Supplemental Health Insurance – Current PrimePay deduction code: _____
- Other Insurance – Specify _____ Current PrimePay deduction code: _____
- HSA – If checked, is the HSA through PrimeFlex? Yes No Current PrimePay deduction code: _____

Employer contribution? No Yes If yes, amount \$ _____ per _____ (pay period, month, year)
or if a matching contribution, match EE contribution up to \$ _____ per _____ **Cash option?** No Yes

Grace Period Option? No Yes If yes, please complete the Flexible Spending Plan Grace Period Option Form.

(4) BILLING

An initial Enrollment Fee is due at the time of plan start-up. The Administration Fees will be invoiced monthly.

Initial Enrollment Fee: \$ _____ Minimum Monthly Administration Fee \$ _____

Per Participant Fee: \$ _____ per month Annual Administration Fee: \$ _____

(5) AUTHORIZATION

I have read, understand and agree to the PrimeFlex Terms and Conditions stated below on this document as attested by the signature below, effective on the date of the signature.

Employer (sign here) _____ Title _____ Date _____

Additional Services: Transit Spending Account – Current PrimePay deduction code: _____
 Parking Spending Account – Current PrimePay deduction code: _____

PrimeFlex Terms and Conditions

Eligible Employees

The Employer must establish eligibility requirements in order for employees to participate in the Plan and may select up to the maximum listed or instead select lower requirements for participation. The ability to select a lower requirement applies to any of the regulations for participation in the Plan. Many of the regulations listed may exclude an employee from participating in the Plan. By not selecting any exclusions, all employees will be eligible for participation. Any excludable options left blank will also be considered as being included.

Appointment

Subject to the supervision of the Employer/Administrator, the signee on the top of this page of this agreement, the appointed Administering Agent will administer the Plan, including the amendments thereto in accordance with its terms. All of the provisions of the Plan, including the provisions governing indemnification and limitations of liability, are hereby incorporated by reference. PrimeFlex services are limited to: monitoring of benefit accounts and plan deferral limits, processing of benefit claims, preparation of a Plan Document, Summary Plan Description, employee election forms, and Summary Annual Reports. PrimeFlex acts as an agent for the Employer in receiving payments from the Employer and processing employee reimbursement requests. The Plan will remain in the possession of the Administrator and will be kept within the guidelines of Section 125 of the Internal Revenue Code and ERISA. The Employer also appoints and authorizes PrimeFlex to act as its agent and in its name for the Employer's use and benefit with respect to establishment of the Plan using the Plan Application.

Entry Date

Choosing this option does not constitute an open enrollment. It allows newly eligible participants to enroll on the specified dates only. This is optional.

Employer Responsibilities

The Employer shall provide to PrimeFlex the information necessary to provide administrative services to the plan in a timely manner. This information should include the employee census data. The Employer will provide all information necessary to complete required testing. Each payroll period the Employer shall transmit to PrimeFlex the employee's salary reduction amounts for that period. All administrative services fees will be paid by the plan sponsor on a monthly/annual basis.

Termination

This agreement may be terminated by proper notice of one party to the other. Following the termination of the Plan, this agreement shall automatically terminate, and final reports prepared. Terms by which this agreement can be terminated are by written notice sixty (60) days in advance from either party or by written notice fifteen (15) days in advance to the Employer for failure to forward to the agent funds from employee deductions. There will be a \$75 termination fee for agreements terminated within the first 90 days.

Within 20 days after termination or expiration of this agreement, the Employer shall return to PrimeFlex all manuals, brochures, computer programs, customer and vendor data bases, and any other documents regarding the PrimeFlex programs and systems and any copies thereof. In addition, the Employer shall refrain from any further direct or indirect use of or reference to the PrimeFlex marks, systems, publications, manuals, brochures, documents, computer programs and computer databases in connection with the marketing, use, implementation, license, sale or distribution of any program or system that enables Employers to offer employee benefits on a pre-tax basis. Finally, the termination of this agreement shall not affect the duty of the Employer not to infringe on PrimeFlex's trademarks and copyrights and not to disclose and keep confidential all said Confidential Information supplied to the Employer by PrimeFlex.

Contact Information

Mailing Address: PrimeFlex
596 Lancaster Avenue
Malvern, PA 19355

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Fax : (610) 296-4557
Email: primeflex@primepay.com