



# Group Services Plan Application

## (1) EMPLOYER/ADMINISTRATOR

Check all that apply:  FlexSystem  DirectPay  COBRAToday  ERISAEdge  FMLAMatters

Contact Name \_\_\_\_\_

Company Name \_\_\_\_\_ E-mail \_\_\_\_\_

Company Physical Address (not PO Box) \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Mailing Address—if different from Physical address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Business Federal ID # \_\_\_\_\_ NAICS or SIC Code \_\_\_\_\_

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

Nature of Business \_\_\_\_\_

Do you own an interest in any other business?  Yes  No

If you are a current client of TASC — please note your Client ID Number \_\_\_\_\_

Which TASC service:  FlexSystem  DirectPay  COBRAToday  ERISAEdge  FMLAMatters

## (2) PAYMENT/BILLING INFORMATION

The Enrollment Fee is due at the time of application. (South Dakota residents add 4% sales tax.)

Service	Initial Set-up Fee	Minimum Monthly Fee	Per Participant Fee	Annual Re-enrollment Fee <small>(For groups with 1-500 employees this fee will default to a minimum of \$100 unless noted otherwise.)</small>	Other Fee
FlexSystem	\$ _____	\$ _____	\$ _____	\$ _____	HSA \$ _____ Claim Card \$ _____
DirectPay	\$ _____	\$ _____	\$ _____	\$ _____	Claim Card \$ _____
COBRAToday	\$ _____	\$ _____	\$ _____ <small>Per Benefit/Health Enrolled</small>	\$ _____	TQB \$ _____ # of TQBs _____
FMLAMatters	\$ _____	\$ _____	n/a	\$ _____	Active Assumption \$ _____
ERISAEdge <small>(Set-up and annual fee required with application.)</small>	\$ _____	\$ _____ <small>Annualized Fee</small>	n/a	\$ _____	Professional Services \$150/hr \$ _____ Late 5500 Filing \$ _____
<b>Total</b>	\$ _____	<input type="radio"/> Check here if you want TASC to ACH your initial set-up fees. (Fill in E-Pay information.)			

Check # \_\_\_\_\_ (Make check payable to TASC.)  MasterCard  Visa  American Express  Discover

Signature \_\_\_\_\_ Name of Cardholder (Name on Card) \_\_\_\_\_

Card # \_\_\_\_\_ Exp. Date \_\_\_\_\_

Employer Initial

\_\_\_\_\_





**(6) DIRECTPAY**

DirectPay Plan Selection (Check only one):  Health Reimbursement Arrangement (HRA)  Direct Reimbursement (DR)

DirectPay Administration Options (Check only one):  Full Administration  Self Administration

Number of Participants \_\_\_\_\_ ERISA Plan Number \_\_\_\_\_ Do you currently have an HRA or DR Plan?  Yes  No

**(A) Participant and Eligibility Requirements**

Choose one of the following:

- Eligibility requirements include participation in the named Health Insurance Plan.
- The following eligibility requirements apply (choose all that are applicable):
  - Part-time employees working at least \_\_\_\_\_ hours of work per week will be included (maximum of 25 hours)
  - Seasonal employees working at least \_\_\_\_\_ months of work within a year will be included (maximum of 7 months)
  - Employees reaching \_\_\_\_\_ years of age will be included (maximum 25 years)
  - Current employees completing \_\_\_\_\_ months of service with the employer will be included (maximum 36 months)
  - New employees completing \_\_\_\_\_ months of service with the employer will be included (maximum 36 months)

**(B) Available Benefits And Qualified Expenses**

Each Plan selected requires a separate DirectPay Plan Application. Plan administration fees and funding arrangements apply to each Plan Application. **Check only one Plan per Application.**

<b>Plan 1</b> <input type="radio"/> Medical Expenses  <b>Select Benefits</b> <input type="radio"/> Co-Insurance** <input type="radio"/> Co-Pay ** <input type="radio"/> Deductible ** <input type="radio"/> Dental <input type="radio"/> Orthodontics <input type="radio"/> Prescription <input type="radio"/> Uninsured Medical <input type="radio"/> Vision <input type="radio"/> Uninsured Medical Premium	<b>Plan 2</b> <input type="radio"/> Dental  <b>Select Benefits</b> <input type="radio"/> Dental <input type="radio"/> Orthodontics	<b>Plan 3</b> <input type="radio"/> Orthodontics	<b>Plan 4</b> <input type="radio"/> Vision	<b>Plan 5</b> <input type="radio"/> Prescription
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\*\* EOB may be required for reimbursement.

Name of Health Insurance Plan \_\_\_\_\_

DirectPay Deductible Amount      Individual \$ \_\_\_\_\_      Family Maximum \$ \_\_\_\_\_

DirectPay/Employer Reimburses: \_\_\_\_\_ % From \$ \_\_\_\_\_ to \$ \_\_\_\_\_      DirectPay/Employer Reimbursed \$ \_\_\_\_\_  
 \_\_\_\_\_ % From \$ \_\_\_\_\_ to \$ \_\_\_\_\_      DirectPay/Employer Reimbursed \$ \_\_\_\_\_  
 \_\_\_\_\_ % From \$ \_\_\_\_\_ to \$ \_\_\_\_\_      DirectPay/Employer Reimbursed \$ \_\_\_\_\_  
 \_\_\_\_\_ % From \$ \_\_\_\_\_ to \$ \_\_\_\_\_      DirectPay/Employer Reimbursed \$ \_\_\_\_\_

Maximum DirectPay/Employer reimbursement per Individual      \$ \_\_\_\_\_

Maximum DirectPay/Employer reimbursement per Family      \$ \_\_\_\_\_

**(C) Plan Start**

**Check if Mid Plan Year takeover — If elected, please indicate the current Plan Year dates under the current third party administrator. From: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ (mo/dd/yr) To: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ (mo/dd/yr)**

TASC first year administration shall begin on the first day of \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ (m/yr) and continue for \_\_\_\_\_ consecutive months. For the second and successive years, the Plan shall operate starting on the first day of \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ (month/year) and continue for the following successive twelve (12) month period. Note: Plans need not run on the calendar year (i.e. January 1 - December 31).

Are you choosing a short Plan Year (less than 12 months)?  No  Yes If yes, do you wish to extend a deductible credit to your Participants based on the amount of the health insurance deductible that has been satisfied thus far within this Plan Year?

No  Yes **If yes, please submit credit amounts.**

**DirectPay Admin. Only - Special Instructions** \_\_\_\_\_  
**Funding:** \_\_\_\_\_ % (Minimum of 25%) \_\_\_\_\_  
 \_\_\_\_\_

Employer Initial





**(9) ERISAEDGE**

**(A) Plan Design**

The following benefits are subject to ERISA. Please complete each column as it relates to all benefits offered by the Employer.

**Column A: List of applicable health & welfare benefits subject to ERISA** - Indicate by completing all columns B-1 for benefits offered by Employer.

**Column B: Contract Year** - For each applicable benefit offered, enter the **ACTUAL** Contract Year of the policy with each carrier. Example: Health-Contract Year is January 1 - renews each January 1.

**Column C: Benefits Covered Under Group Insurance (Y/N)** - enter Yes if covered under Group Insurance Policy - N if not.

**Column D: Pre-Tax Benefit Y/N** - For all applicable Employer benefits offered; are the employees allowed to pre-tax their contributions under your Section 125 Plan, Y/N.

**Column E: Benefit Renewal Period** - Typically will be same as Contract renewal unless the benefit renews, other than on the Contract Policy Year with carrier. Example: For Health-Contract Year with carrier is March 1 - February 28 but the benefit is a Calendar year deductible year. In this example, for health in Column B the Contract Year will be March 1 and Column E will be January 1.

(A)	(B) Contract Year	(C) Benefits Covered Under Group Insurance (Y/N)	(D) Pre-Tax Benefit (Y/N)	(E) Benefit Renewal Period	(F) Carrier Name	(G) Employer Paid? Employee Paid? Or both?	(H) Funding Arrangement <i>SI-Self-Insured</i> <i>FI-Fully-Insured</i> <i>EX-Experience Rated</i>	(I) Total Number of Participants (Not including Dependents*)
Health								
Dental								
Vision								
Life								
AD&D								
STD								
LTD								
Severance Ins. Policy								
Wellness or EAP								
Stop Loss Insurance								
Voluntary Products								

Applications must be received by the 15th of the month if they are to begin on the first day of the following month.

\* Requires Certificate of Coverage, which can be obtain from each carrier, must be received within two weeks of application submittal.

**ERISAEdge Admin. Only - Special Instructions** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Employer Initial



# Service Level Agreement

## SECTION I

THIS AGREEMENT, entered into by and between Total Administrative Services Corporation (the Administering Agent and hereby referred to as "Agent") and the employer (the Plan Sponsor/Administrator and hereby referred to as the "Plan Sponsor"). This agreement becomes effective on the date of signature in the Plan Application. The services apply to the Plan as noted on the respective Plan Application. The terms of this agreement shall be in effect indefinitely and will be automatically renewable.

### Services to be Provided by the Administering Agent

Under this agreement, the Agent will provide timely administration and management of the appropriate Plan as outlined in the appropriate product administration manual and/or materials. Agent will also provide support audit assistance under the terms of the Audit Guarantee.

### Employer Responsibility as the Plan Sponsor/Administrator

Pursuant to this Agreement, the Plan Sponsor must present to the Agent in an accurate, complete and timely manner, all relevant and requested information allowing administrative functions to be performed. This may include, although not limited to enrollment and re-enrollment information, notification of employee and employer changes, payments relative to fees or funding as well as information and data necessary for testing, reporting and filing requirements.

Failure to meet deliverable expectations, including but not limited to those noted above and elsewhere in this agreement, in an accurate, complete and timely manner will result in a status of delinquency. Delinquency status will result in service interruptions and/or delays including, but not limited to claim processing reporting and filing which will be the liability of the Plan Sponsor. It is also the Plan Sponsor's responsibility to educate and inform their participants on the services being provided including the delivery of administration materials (where needed) as well as compliance documents (exp. Summary Plan Description). The Plan Sponsor is responsible to execute and retain the Business Associate Agreement (where applicable) provided in the administration materials. The Plan Sponsor shall have the sole and final discretionary authority in respect to all legal and administrative functions of the Plan.

### Employer Financial Responsibility as the Plan Sponsor/Administrator

Responsibility for payment of plan benefits lies with the Plan Sponsor. Where applicable to the Product, Plan Funding will be processed via ACH transaction and the Plan Sponsor hereby authorizes TASC to initiate credit/debit entries to the bank account indicated in the Plan Application and further authorizes the Plan Sponsor's bank to debit the same to such account. If the Agent does not receive payment for such invoices within ten business days, the Plan Sponsor hereby authorizes the Agent to initiate a debit entry to the bank account indicated in the Plan Application for the invoice amount. A fee will be charged for all debit entries that reject for insufficient funds or closed account. This authority is to remain in full force and effect until the Agent has received written notification from the Plan Sponsor of its termination in such time and in such manner as to afford the Agent and the Plan Sponsor's bank a reasonable opportunity to act on it. It is understood that the purpose of this authorization is to provide a means of payment for the administrative services provided to the Plan Sponsor by the Agent and the funding of the Plan sponsored by the Plan Sponsor. The Agent is managing the administration of those benefits. Although the Agent may fund or make payment on behalf of the Plan Sponsor, ultimately all plan contributions are the responsibility of the Plan Sponsor, including the circumstances where the Plan Sponsor uses a third party to make payment for plan benefits. The Agent reserves the right to correct any processing errors, making a reasonable effort to recover any payment made in error for any reason and the Plan Sponsor authorizes the Agent to debit or credit the Plan Sponsor's account as necessary to correct such errors. The Agent will not be liable for such payment. The Agent will invoice or make adjustments to the Plan or the Plan Sponsor as deemed necessary. The Plan Sponsor understands that it is their responsibility to pay any fee or penalty assessed by the Internal Revenue Service, the Department of Labor or any other federal, state and/or local government agency arising from the Plan, except as outlined in the Audit Guarantee.

### Terms of Payment

The Plan Sponsor agrees to pay the Agent for services provided under this Agreement in accordance with the fees determined on the Plan Application. Payment for services will occur via E-pay or invoices will generate 45 days prior to the Service Period and are due according to the terms on the Invoice. In addition to the fees determined on the Plan Application, all interest on plan funds shall be retained by TASC as a supplemental fee and such fees shall be considered earned at such time as any interest accrues on the plan funds. Where applicable, funds attributed to reimbursement checks not presented for payment within 90 days of the end of the Plan Year shall be retained by the Agent as a supplemental fee used to defray administrative costs. The Agent will adjust administrative fees on an annual basis. The adjustment will equal the average change in the consumer price index (according to the Bureau of Labor Statistics) over the prior three year period. The Agent may further adjust on a triennial basis (once every 3 years) by an amount relative to the current prevailing market rate for the same or similar services. The forgoing notwithstanding, the Agent may adjust fees at its discretion at anytime, by any amount and for any reason.

Administration or plan funding fees not paid within the terms required will result in the Plan being placed in delinquency status. Delinquency status will result in service interruptions and/or delays including, but not limited to claim processing reporting and filing which will be the liability of the Plan Sponsor. Any plan funding ACH debits that are rejected or which, for any reason, processed through the bank will result in the Plan being placed in delinquency status following rejection notification until resolved.

### Termination of Agreement

Except for nonpayment of fees and failure to remit Plan funds, this Agreement shall continue in effect until it is terminated by the Plan Sponsor or the Agent with a minimum of 60 days written notice prior to the Plan renewal date. If services are terminated by the Plan Sponsor prior to the end of the existing Plan year, the Plan Sponsor is responsible for administration fees for the remainder of that Plan year. Non-payment of administration fees and/or failure to remit funding on a timely basis will result in Plan termination. If services are terminated under this Agreement, the Plan Sponsor will be responsible for any outstanding services. In addition, it is understood that termination of this Agreement also terminates the provision of the prototype Plan Document (where applicable) and the Plan will henceforth be perceived as individually designed and the sole responsibility of the Plan Sponsor. This Agreement may be terminated by the Agent by providing the Plan Sponsor with a 10 day written notice of said termination if this Agreement is being terminated for failure to pay fees or to remit plan funds. Upon communication of the Plan Sponsor's intention to file Bankruptcy, the Agent reserves the right to terminate services immediately. Upon and after the expiration or termination of this Application, the rights granted to the Plan Sponsor pursuant to this Agreement shall revert back to Total Administrative Services Corporation. Within 20 days after termination or expiration of this Application, the Plan Sponsor shall return to TASC all manual, brochures, customer and vendor data bases, any other documents regarding the TASC programs and systems and any copies thereof. In addition, the Plan Sponsor shall refrain from any further direct or indirect use of or reference to the TASC marks, systems, publications, manuals, brochures, documents and computer databases in connection with the marketing, use, implementation, license, sale or distribution of any program, system or Plan offered by TASC. Finally, the termination of this Application shall not affect the duty of the Plan Sponsor not to infringe on TASC's trademarks and copyrights and not to disclose and keep confidential all said confidential information supplied to the Plan Sponsor by TASC.

### Limitations of Warranties and Liabilities

Except as expressly set forth in this Agreement, the Agent disclaims any and all express warranties, warranties of fitness for a particular purpose and implied warranties of merchantability. Agent will not be liable for any loss of business or profits, or for any consequential, incidental, punitive, or similar damages, or, other than as set forth in this Agreement, for claims of damages made by any third party for any cause whatsoever, regardless of the form of action, whether in contract or in tort, including negligence, even if it has been advised of the possibility of such damages. Each party acknowledges that this limitation of liability reflects an informed, voluntary allocation between the parties of the risks (known and unknown) that may exist in connection with this Agreement. In no event will the Agent's liability exceed the payments made by Plan Sponsor to the Agent within the previous six months for services provided under this Agreement. This shall be the Plan Sponsor's exclusive remedy. No action, regardless of form, arising out of the services provided under this Agreement, may be brought by the Plan Sponsor more than two years after the date the last services are provided under this Agreement.

### Money Back Guarantee

If you are not entirely pleased with the Plan, simply return all Plan materials within 30 days of the date received to obtain a refund of the related fee, less the \$100 nonrefundable minimum fee.

## SECTION II

In addition to the preceding paragraphs, the following shall be applicable depending on the services elected by the Plan Sponsor.

### FlexSystem

All Section 125 expenses require substantiation except those purchased via a Claim Card which qualify or meet IRS established auto adjudication rules. Unsubstantiated or fraudulent Participant claims (regardless of whether by use of the debit card, web submitted, TASC or participant submitted or manually submitted claims) and amounts distributed to participants that exceeded the Participant's account balances are the Plan Sponsor's responsibility. The Agent also reserves the right to request a deposit or payment when the fund account goes into a negative balance. The Agent will require a deposit or payment for a negative Participant account balance or potential negative Participant account balance at point of termination. Plan fees are calculated at a minimum

or per Participant fee which ever is greater. Fees are also calculated on the number of participants in the Plan, including terminated employees at the time of invoice. The Plan Sponsor is responsible for administration fees for the entire Plan year, including grace period and run out period. Failure to remit payment for administrative services or FSA funds will result in a disruption of services, the forwarding to collections and/or termination of the Plan.

#### **DirectPay**

Fraudulent Participant claims (regardless of whether by use of the debit card, web submitted, TASC submitted, medical provider or manually submitted) and amounts distributed to Participants that exceed the participants account balances are the Plan Sponsor's responsibility. The Agent also reserves the right to request a deposit or payment when the fund account goes into a negative account balance. Fees are calculated at the minimum administration fee or health enrolled fee which ever is greater. Fees are also calculated on the number of health enrolled in the Plan, including terminated employees at the time of invoice. The Plan Sponsor is responsible for administration fees for the entire Plan year, including the run out period. Standard run out period is 90 days following the end of the Plan Year.

#### **COBRAToday**

The Agent will forward onto the Plan Sponsor the COBRA continuee premium amounts. COBRAToday charges the COBRA continuee an additional two percent above the premium amount for handling the payments. This two percent is maintained by COBRAToday. If the COBRA continuee's premium check is rejected due to non-sufficient funds, the Plan Sponsor will be responsible for reimbursing the Agent any distributed amounts for the continuee while the Agent attempts to collect dollars from the COBRA continuee.

#### **FMLAMatters**

The Plan Sponsor agrees, as is necessary for the Administering Agent to complete its responsibilities herein, to provide the Administering Agent with the following information. The Plan Sponsor understands they are responsible for notifying the Administering Agent when certain qualifying events occur, and that the Administering Agent cannot carry out its responsibilities without notification as defined, with relations to the Plan Sponsor's employees. 1) Absences, or proposed absences, in excess of 3 days from regularly scheduled work for the circumstance(s) of a birth, adoption or placement in foster care of a child, the care of a seriously ill child, spouse or parent, or the employee's own illness, 2) Eligibility of the proposed employee; employment by the Plan Sponsor in excess of 12 months and cumulative work hours of 1,250 in the preceding 12 months, 3) Notification to the Administering Agent if an employee who has been out on leave has returned to work. The Plan Sponsor must provide to the Administering Agent and keep the Administering Agent currently informed, of all pertinent information relating to the Plan Sponsor at the inception of the contract and as may be later modified by the Plan Sponsor, including but not limited to: 1) Advise the Administering Agent of any changes in employee population per location that may affect FMLA administration (increase or decrease with relation to the minimum of 50 employees per covered location), 2) Advise the Administering Agent of any newly acquired locations, in order to ensure compliance with FMLA administration, 3) Advise the Administering Agent of any divested location (closing or sale to separate organization) that affects FMLA administration, 4) Provide Administering Agent with current information regarding all benefit programs; providers rates and other pertinent information.

#### **Execution and Delivery**

This Agreement may be executed and delivered (including by facsimile or Portable Document Format (PDF) transmission) in one or more counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other party. Any such facsimile or PDF documents and signatures shall have the same force and effect as manually-signed originals and shall be binding on the Plan Sponsor/Administrator and the Administering Agent.

#### **Governing Law**

This Agreement shall be governed under the laws of the State of Wisconsin.

#### **Entire Agreement**

This Agreement represents the entire agreement of the parties and supersedes any prior written or oral agreements. This agreement shall not be altered or amended.

## **IMPORTANT INFORMATION ABOUT YOUR PLAN**

This agreement contains information about the services and responsibilities related to your Plan with Total Administrative Services Corporation (TASC) and shall be in effect indefinitely and will be automatically renewable. The agreement is applicable to the Plan selected in the Plan Application. Keep this document for future use. Please contact TASC for specific details on the Plan.

#### **Administration**

The Employer is the Plan Administrator and the Plan Sponsor of the ERISA plan(s). The Employer Plan Sponsor appoints TASC to prepare plan document(s)/SPD(s) and any other services elected in this Application.

#### **Resolutions of the Board of Director/Plan Sponsor Amendment and Restatement of Employee Welfare Benefit Plans**

The Employer will treat the benefit programs listed in Section 9, in effect as of the date of this Resolution/Application, and as any one of them may be amended from time to time, and any additional benefit program added by duly authorized action of the corporation or its representatives, as one Employee Welfare Benefit Plan for purposes of required governmental reports and required disclosure to participants and certain beneficiaries, and for COBRA election purposes.

#### **Appointment**

Subject to the supervision of the Plan Administrator/Employer, the signee on the other side of this agreement, the appointed Agent will provide the Plan Sponsor services elected in this Application, 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. The Plan will remain in the possession of the Plan Administrator and will be kept within the guidelines of the Internal Revenue Code and ERISA. The employer also appoints and authorizes TASC 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.

#### **Termination**

These Plan services may be terminated by proper notice of one party to the other. Following the termination of the Plan services, this agreement shall automatically terminate, and all benefits shall be paid and final reports prepared. Terms by which these Plan services 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. Upon this sooner termination, the Administrator shall use the funds in its possession for the payment of benefits to the Employer and for its own fees and expenses. The Administrator has no responsibility to enforce the Employer's funding of benefits required under the Plan. Within 20 days after termination or expiration of this Application, the employer shall return to TASC all manuals, brochures, computer programs, customer and vendor data bases, and any other documents regarding the TASC 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 TASC 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 Application shall not affect the duty of the employer not to infringe on TASC's trademarks and copyrights and not to disclose and keep confidential all said Confidential Information supplied to the employer by TASC.

Please submit your Plan Application along with your enrollment fee to:

*E-mail:* newbusiness@tasconline.com  
*Fax:* 608-661-9638  
*Mail:* TASC, c/o New Business Department  
2302 International Lane, P.O. Box 14140  
Madison, Wisconsin 53704-3140

TASC • 2302 International Lane • Madison, WI 53704-3140 • 1-888-595-2261 • Fax: 608-661-9638 • newbusiness@tasconline.com

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