



# Group Business Plan Application

**Internal Use Only:**  Large Client Qualifier

Please submit completed Application with required fees to:	Email	Fax	Mail
	newbusiness@tasconline.com	(608) 661-9638	TASC, c/o New Business Department 2302 International Lane, P.O. Box 14140 Madison, Wisconsin 53704-3140

## PART 1: EMPLOYER/ADMINISTRATOR/PLAN SPONSOR

<b>Contact Name:</b>				<b>Email (required):</b>			
Title:				Telephone:			
<b>Company Name:</b>				Business Federal ID#:			
Physical Address: <i>(no PO Box)</i>				City:	State:	Zip:	
Mailing Address: <i>(no PO Box)</i>				City:	State:	Zip:	
NAICS/SIC Code:				Total # Employees:			
Nature of Business:				Total # Benefit Eligible Employees:			
Tax Filing Status:	<input type="checkbox"/> C-Corp <input type="checkbox"/> S-Corp <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Non-Profit <input type="checkbox"/> LLC <input type="checkbox"/> Other:						
Health Insurance Carrier:			Carrier Group ID#:			Renewal Date:	
Carrier AM/Rep Name:			AM/Rep Email:				

## PART 2: TASC SERVICE OFFERING SELECTIONS

<b>Are you a current TASC Client?</b>	<input type="checkbox"/> No <input type="checkbox"/> Yes	<b>If Yes, please provide your 12-Digit TASC ID#:</b>	
	Name existing/active TASC services:		

Select the new TASC service offering(s) for this application (and complete each corresponding section under **PART 6**):

<input type="checkbox"/> TASC Suite # _____	Sections A/D/E/F/J
<b>BENEFIT ACCOUNT MANAGEMENT SERVICES</b>	
<input type="checkbox"/> FlexSystem FSA <input type="checkbox"/> FlexSystem POP <input type="checkbox"/> Transit Account <input type="checkbox"/> Parking Account	SECTION A
<input type="checkbox"/> TASC HSA-Full <input type="checkbox"/> TASC HSA-Limited <input type="checkbox"/> TASC HSA-Plan Only	SECTION B
<input type="checkbox"/> DirectPay HRA-Full <input type="checkbox"/> Benefits Debit Card <input type="checkbox"/> DirectPay HRA-Self	SECTION C
<input type="checkbox"/> TASC GiveBack	SECTION K
<input type="checkbox"/> PayPath	Complete separate plan application
<input type="checkbox"/> TASC Funded HRA	

<b>BENEFIT CONTINUATION SERVICES</b>	
<input type="checkbox"/> COBRAToday	SECTION D
<input type="checkbox"/> QB Takeover	
<input type="checkbox"/> FMLAMatters	SECTION E
<input type="checkbox"/> Eligibility Determination	
<b>COMPLIANCE SERVICES</b>	
<input type="checkbox"/> ERISAEdge	SECTION F
<input type="checkbox"/> Medicare Part D Notices	
<input type="checkbox"/> Late 5500 Filing <input type="checkbox"/> PPACA Notices	
<input type="checkbox"/> Carrier Certificate <input type="checkbox"/> Add Wrap Doc(s)	
<input type="checkbox"/> TASC PCORI (with ERISAEdge-free)	SECTION G
<input type="checkbox"/> TASC PCORI (without ERISAEdge)	
<input type="checkbox"/> TASC Form 5500 Preparation	SECTION H
<input type="checkbox"/> TASC Non-Discrimination Testing	SECTION I
<input checked="" type="checkbox"/> TASC HIPAA <input type="checkbox"/> OPT OUT (waiver)	SECTION J

## PART 3: FEES FOR SELECTED SERVICES

Enter each Service Offering selected in PART 2 and the applicable fees in the pricing chart below:

New Service Offerings:	One Time Set-Up Fees	Administration Fees	Min Admin Fee	Annual Renewal Fees	Additional Services and Fees
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
<b>TOTAL FEES:</b>	\$	\$	\$	\$	\$

Employer Initial



## PART 4: BILLING AND PAYMENT INFORMATION

Select a payment method for your fees due and complete the following information for the selected payment method.

Payment Method Options:	ACH (E-Pay)*	Credit Card	Invoiced	
Set-Up Fees:	<input type="checkbox"/>	<input type="checkbox"/>	N/A	<b><u>DUE NOW</u></b> for all services
Administration, Renewal, and Additional Fees:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Admin Fees <b><u>DUE NOW</u></b> for TASC HIPAA, POP, Self-HRA <b><u>ALL FEES DUE NOW</u></b> for ERISAEdge

### Information for Payment Methods

ACH (E-Pay) Information:	Financial Institution Name:			State:	
	Bank Routing # (9 digits):		Checking Acct #:		
	<i>Routing and account numbers are typically located at the bottom left corner of a blank check from your bank (varies). The routing number is always nine (9) digits long and enclosed by colons.</i>				
Credit Card Information:	<input type="checkbox"/> MasterCard <input type="checkbox"/> Visa <input type="checkbox"/> American Express <input type="checkbox"/> Discover				
	Card #:			Exp. Date:	
	Name on Card:				
	<input checked="" type="checkbox"/> Signature:				
Invoice Information:	Frequency:	<input type="checkbox"/> Quarterly <input type="checkbox"/> Annually <i>(1-15 Employees defaults to Annually)</i>			
	Mail to:	<input type="checkbox"/> Same address from Section 1 <input type="checkbox"/> Different address:			
		Billing Contact Name:			
		Email:			
		Street Address:			
		City:		State:	

\*E-Pay is TASC's standard method for submission of *administration fees*. With E-Pay, TASC conveniently deducts your fees from your checking account. Simply complete the box above, signing where indicated. All written debit authorizations must agree that the Payer may revoke the authorization only by first notifying the Originator in the manner specified in the authorization. The language in the authorization represents the disclosure requirement associated with the clarification of OFAC economic sanction policies upon ACH Network Participants.

## PART 5: AUTHORIZATION

This Group Plan Application is a binding agreement between Total Administrative Services Corporation ("TASC") and you and, if applicable, the company or other legal entity you represent (collectively, "you"). By signing this Group Plan Application below, you accept the terms of the Service Level Agreement. You also accept the TASC HIPAA Privacy offering as indicated in Part 2 above for applicable service offerings and you acknowledge receipt of the attached HIPAA Business Associate Agreement signed by TASC that assures compliance for your records.

Further, you, as Plan Sponsor and Plan Administrator, and on behalf of, the plan set forth in this Group Application, hereby appoint TASC and/or its subcontractors or agents to act as an authorized agent for purposes of receiving and/or retrieving electronic reports/responses ("Claim Feed Information") from the insurance carrier(s) listed in this Group Application or otherwise identified by you on your behalf. TASC and/or its subcontractors or agents use and disclosure of Claim Feed Information shall be subject to the terms of the Business Associate Agreement.

**I have read, understand and agree to the terms and conditions stated in this Group Plan Application, the Service Level Agreement, and the Business Associate Agreement (if applicable), as attested by the signature below, effective on the date of the signature.**

**Employer Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Title:** \_\_\_\_\_

Distributor/Agent Name:		Distributor/Agent ID #:		Retail Code:	
Primary Account Rep Name:		Email:			

**INTERNAL USE ONLY: Assist MyTASC ID:** \_\_\_\_\_

## PART 6: INFORMATION FOR SELECTED SERVICE OFFERINGS

To conclude this application, please complete each Section below for the service offerings selected in PART 2 of this application. For a TASC Suite, please complete each section for the service offerings included in the Suite.

**SECTION A: FLEXSYSTEM**

Select the FlexSystem Plan(s) you are applying for and enter the requested information where indicated for each selected Plan:

<input type="checkbox"/> <b>Flexible Spending Account (FSA) Full Administration</b>	<b>PRICING INFO:</b>	<ul style="list-style-type: none"> <li>• Set-Up Fee <i>(due now)</i></li> <li>• Admin Fee – per participant, per month</li> <li>• Annual Renewal Fee</li> <li>• Based on number of employees</li> </ul>
<input type="checkbox"/> <b>Premium Only Plan (POP) Administration</b>	<b>PRICING INFO:</b>	<ul style="list-style-type: none"> <li>• Admin Fee – per group, per year <i>(due now)</i></li> </ul>
<input type="checkbox"/> <b>Transit Reimbursement Account (T/P)</b>	<b>PRICING INFO:</b>	<ul style="list-style-type: none"> <li>• <b>No additional fee w/FlexSystem Full FSA</b></li> <li>• Admin Fee – per participant, per month</li> <li>• Annual Renewal Fee</li> </ul>
<input type="checkbox"/> <b>Parking Reimbursement Account (T/P)</b>		

PLAN INFORMATION	Full FSA	POP	Transit Account	Parking Account
<b>Number of Eligible Employees (each):</b>				
<b>Existing Plan in Place?</b>	<input type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Yes
	<i>If YES, please complete the following:</i>			
<b>ERISA 3-Digit Plan #:</b>			N/A	N/A
<b># of Current Participants:</b>				
<b>Name of Current Administrator:</b>				

PLAN OPTIONS	FSA		T/P	
Select options below and enter the information for your applicable current and new Plan(s):	<b>Current Plan</b>		<b>NEW Plan</b>	
<input type="checkbox"/> <b>Medical FSA Carryover</b> <i>(default \$500)</i>	Carryover \$:		Carryover \$:	
<input type="checkbox"/> <b>Grace Period</b> <i>(default 2.5 months)</i> <i>If Medical Carryover is also elected, Medical FSA will be excluded from Grace Period.</i>	GP End Date:	___/___/___	GP End Date:	___/___/___
<input type="checkbox"/> <b>Runout Period</b> <i>(default 90 days after Plan End Date)</i> <i>Runout for all benefits end on same date</i>	RO End Date:	___/___/___	RO End Date:	___/___/___
<b>Select administrator for current FSA Plan Grace Period and Runout:</b>	<input type="checkbox"/> Prior Administrator		<input type="checkbox"/> TASC <sup>1</sup>	

<sup>1</sup>**IMPORTANT:** Obtain the FlexSystem Takeover Checklist for information that must be received before Plan start date with TASC. Carryover data from a prior Administrator must be provided to TASC after the prior Plan Year Runout has ended with the applicable funding.

AVAILABLE FSA PLAN TYPES	FSA	POP
Select <u>all</u> benefits made available to the eligible employee(s). These benefits are taken through salary deductions.		
<input type="checkbox"/> <b>Medical Expense Reimbursement Account:</b> \$_____ <b>Maximum Election</b> (Employee & Family) Is employer-sponsored group health insurance offered to employees? (required): <input type="radio"/> Yes <input type="radio"/> No <i>If NO, this will be designated as a Non-Excepted Medical FSA (NEFSA). Only available to groups with 20 EES or less; add'l employer compliance requirements.</i>		
<input type="checkbox"/> <b>Dependent Care Reimbursement Account:</b> Maximum \$5,000; \$2,500 if married filing separately (Employee & Family)		
<input type="checkbox"/> <b>Non-Employer Sponsored Premium Reimbursement (NESP):</b> Qualified Individual Premium Plans not offered through any employer (only available to groups with 20 employees or less)		
<input type="checkbox"/> <b>Medical or Medical-Related Premium:</b> Group Sponsored (Employee & Family)		
<input type="checkbox"/> <b>Voluntary/Group Term Life Insurance Premium:</b> Up to \$50,000 in death benefits (Employee Only)		
<input type="checkbox"/> <b>Disability Insurance Premium:</b> Pre-taxing employee contributions will make benefit taxable compensation (Employee Only)		
<input type="checkbox"/> <b>Supplemental Insurance:</b> Includes cancer, hospital confinement, intensive care, accidental death and dismemberment (Employee & Family)		

IRS ALLOWED AUTO-SUBSTANTIATED CO-PAYS	FSA								
Select auto-substantiated co-pays and enter applicable co-pay amounts:									
<input type="checkbox"/> <b>Medical/Office:</b>	<table border="1"> <tr> <td>\$</td> <td></td> <td>\$</td> <td></td> </tr> <tr> <td>\$</td> <td></td> <td>\$</td> <td></td> </tr> </table>	\$		\$		\$		\$	
\$		\$							
\$		\$							
<input type="checkbox"/> <b>Prescription Drug:</b>	<table border="1"> <tr> <td>\$</td> <td></td> <td>\$</td> <td></td> </tr> <tr> <td>\$</td> <td></td> <td>\$</td> <td></td> </tr> </table>	\$		\$		\$		\$	
\$		\$							
\$		\$							

ADMINISTRATIVE OPTIONS for TRANSIT/PARKING	T/P						
Select options below for your TASC Transit and/or Parking Account (if applicable). Defaults are based on the current IRS monthly maximum. Each option can be selected for either <u>or</u> both benefits, EXCEPT the Terminal Restricted Card must apply to <u>both</u> accounts.							
<table border="1"> <thead> <tr> <th>Transit Account</th> <th>Parking Account</th> <th rowspan="2">Terminal Restricted Card <i>(applies to both Transit and Parking)</i></th> </tr> </thead> <tbody> <tr> <td> <input type="checkbox"/> Rollover    <input type="checkbox"/> Reimbursement Restriction: _____ Days (180 default)                 </td> <td> <input type="checkbox"/> Rollover    <input type="checkbox"/> Reimbursement Restriction: _____ Days (180 default)                 </td> <td></td> </tr> </tbody> </table>	Transit Account	Parking Account	Terminal Restricted Card <i>(applies to both Transit and Parking)</i>	<input type="checkbox"/> Rollover <input type="checkbox"/> Reimbursement Restriction: _____ Days (180 default)	<input type="checkbox"/> Rollover <input type="checkbox"/> Reimbursement Restriction: _____ Days (180 default)		
Transit Account	Parking Account	Terminal Restricted Card <i>(applies to both Transit and Parking)</i>					
<input type="checkbox"/> Rollover <input type="checkbox"/> Reimbursement Restriction: _____ Days (180 default)	<input type="checkbox"/> Rollover <input type="checkbox"/> Reimbursement Restriction: _____ Days (180 default)						



PLAN CONTRIBUTIONS		FSA	T/P
Employer Contributions?	<input type="checkbox"/> No <input type="checkbox"/> Yes		
Payroll/Funding Cycle (select one):	<input type="checkbox"/> Weekly	<input type="checkbox"/> Bi-Weekly	<input type="checkbox"/> Semi-Monthly <input type="checkbox"/> Monthly <input type="checkbox"/> Other: _____
# Contributions in 12-mo Plan Year:	_____		
Participant Contribution Schedule: (based on Plan Funding schedule below for the Estimated Date of Receipt (EDR))	Dates applied to Participant accounts based on above selected payroll cycle.		
	1 <sup>st</sup> Contribution: ____/____/____	2 <sup>nd</sup> Contribution: ____/____/____	Last Contribution: ____/____/____

PARTICIPANT AND ELIGIBILITY REQUIREMENTS		FSA	POP	T/P
Entry and Probationary Period:	Select the employment requirement below that an eligible employee must meet in order to enroll in the FlexSystem Plan at open enrollment, or at the time of hire:			
<input type="checkbox"/> On the date of hire	<input type="checkbox"/> 1 <sup>st</sup> of the month after date of hire			
<input type="checkbox"/> 30 days after date of hire	<input type="checkbox"/> 1 <sup>st</sup> of the month after 30 days of continuous employment			
<input type="checkbox"/> 60 days after date of hire	<input type="checkbox"/> 1 <sup>st</sup> of the month after 60 days of continuous employment			
<input type="checkbox"/> 90 days after date of hire	<input type="checkbox"/> Other: _____			
Additional Requirements: (select <u>all</u> that apply)	<input type="checkbox"/>	Included	Excluded	N/A
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Members of bargaining units
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Part-time employees regularly scheduled to work at least ____ hours per week
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Seasonal employees regularly working at least ____ months within a year
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Employees under ____ years of age	

PLAN START		FSA	POP	T/P
Select and complete <u>one</u> of the following options to indicate the Plan Year dates and when FlexSystem administration begins:				
<input type="checkbox"/> Initial Plan Year (no prior Plan exists)	1 <sup>st</sup> Year Administration		2 <sup>nd</sup> and Successive Years	
Plan Start Date:	First day of: ____/____/____ (mo/yr)	First day of: ____/____/____ (mo/yr)		
# Consecutive Months Continued:			Twelve (12) month period	
<i>Note: Plans need not run on the calendar year (i.e. January 1 - December 31)</i>				
<input type="checkbox"/> Renewal Date Administration (TASC administration begins on Plan renewal date)				
Plan Start Date:	First day of: ____/____/____ (mo/yr)			
# Consecutive Months Continued:	Twelve (12) month period			
<input type="checkbox"/> Mid-Year Plan Takeover	Plan Start Date		Plan End Date	
Current TPA Plan:	____/____/____ (mo/dd/yr)		____/____/____ (mo/dd/yr)	
TASC FlexSystem Plan:	____/____/____ (mo/dd/yr)		N/A	

PLAN FUNDING		FSA	T/P
This Section defines the <b>Estimated Claims Fee (ECF)</b> method utilized to make benefit payments to your FlexSystem Participants. The ECF is calculated by determining the total contributions for the Plan Year (employee and employer) and divide that total by the number of payments scheduled under the <b>Expected Date of Receipt (EDR)</b> . This fee is adjusted as applicable for mid-year enrollment and election changes. If the total ECF collected for the Plan Year results in excess fees greater than paid claims for that Plan Year, the excess will be returned to the Plan Sponsor as forfeiture under the Plan. Any fees or charges described in this section are in <b>addition</b> to the fees due under Part 2: <a href="#">TASC Services and Fees</a> .			
<b>To start this process: (1) choose funding process, (2) verify your Expected Date of Receipt, and (3) enter your bank information:</b>			
(1)	<input type="checkbox"/> TASC ACH (default):	TASC initiates funding payment via ACH on the EDR.	
	<input type="checkbox"/> Client MyTASC Funding:	Client initiates funding payment via MyTASC on or before the EDR. <i>Note:</i> Under this option, TASC will use your Account and Routing Numbers to post any unpaid funding amounts that are one (1) business day past the EDR. Also, additional annual fee will apply if ACH is not elected (\$10.00 per payroll).	
(2)	<b>Expected Date of Receipt (EDR):</b>	EDR is the payroll contribution schedule indicated in the Plan Contribution section for each payroll cycle. This is the date that TASC will pull an Auto ACH from your designated account and apply the payroll contributions to your Participant's account(s). <i>This may or may not be the same date as the Participant's payroll deduction date.</i>	
(3)	<b>Bank Information:</b>	<input type="checkbox"/> Use same ACH info from Part 4 of this Application <input type="checkbox"/> Use different ACH information as per below:	
	Financial Institution Name:	_____	State: _____
	Bank Routing Number (9 digits):	_____	Checking Account #: _____

<b>ADMIN ONLY: FlexSystem - Special Instructions:</b>

**SECTION B: TASC HSA (HEALTH SAVINGS ACCOUNT)**

Select one TASC HSA Plan to apply for and complete the requested information for that Plan Type (as noted by corner tabs):

<input type="checkbox"/> <b>HSA Full Administration</b>	<b>PRICING INFO:</b>	<ul style="list-style-type: none"> <li>• Set-Up Fee (<i>due now</i>)</li> <li>• Admin Fee – per participant, per month</li> </ul>
<input type="checkbox"/> <b>HSA Limited Plan Administration</b>	<b>PRICING INFO:</b>	<ul style="list-style-type: none"> <li>• Set-Up Fee (<i>due now</i>)</li> <li>• Admin Fee – per participant, per month (<i>No Minimum</i>)</li> </ul>
<input type="checkbox"/> <b>HSA Plan-Only Administration</b>	<b>PRICING INFO:</b>	<ul style="list-style-type: none"> <li>• Set-Up Fee (<i>due now</i>)</li> <li>• <b>No Admin Fee</b></li> </ul>

<b>PLAN INFORMATION</b>		<b>FULL</b> <b>LIMITED</b> <b>PLAN ONLY</b>
<b>Number of Eligible Employees:</b>		<b>Existing HSA in place?</b> <input type="checkbox"/> No <input type="checkbox"/> Yes
<b>Existing Health FSA in place?</b>	<input type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/> Limited Health FSA <input type="checkbox"/> Limited Post-Deductible Health FSA <input type="checkbox"/> General Purpose Health FSA + Limited Health FSA <input type="checkbox"/> General Purpose Health FSA + Limited Post-Deductible Health FSA
<i>If YES, indicate the Plan Type:</i>		

**Note:** If you implement an HSA on a different Plan effective date than your existing Health FSA then you must amend your entire Health FSA to a Limited or Limited Post-Deductible Health FSA. Amend the Plan by downloading and completing the adoption of the TASC Plan Document as instructed in your Welcome Kit. All participants are moved to the amended Health FSA. The IRS will not allow mid-year participant election changes. At your next open enrollment you can offer Health FSA options.

<b>PLAN CONTRIBUTIONS</b>		<b>FULL</b> <b>LIMITED</b>
<b># of EE Payroll Contributions:</b>		<b>Date of 1<sup>st</sup> EE Payroll Contribution:</b>
<b>Payroll/Funding Cycle:</b>	<input type="checkbox"/> Weekly <input type="checkbox"/> Bi-Weekly <input type="checkbox"/> Semi-Monthly <input type="checkbox"/> Monthly <input type="checkbox"/> Other: _____	
<b>Participant Contribution Schedule:</b>	<i>Dates applied to Participant accounts based on above selected payroll cycle:</i>	
	1 <sup>st</sup> Contribution: ___/___/___	2 <sup>nd</sup> Contribution: ___/___/___ Last Contribution: ___/___/___
<b>Employer Contributions?:</b>	<input type="checkbox"/> No <input type="checkbox"/> Yes	<i>If YES, please complete all information below:</i>
<b>Contribution Amount per Coverage Level:</b>	Single: \$ _____	Family: \$ _____
<b>Frequency of Employer Contributions:</b>	<input type="checkbox"/> One Time: _____ <b>Contribution Date:</b> _____ <input type="checkbox"/> Weekly <input type="checkbox"/> Bi-Weekly <input type="checkbox"/> Semi-Monthly <input type="checkbox"/> Monthly <input type="checkbox"/> _____	
<b>Employer Contribution Schedule:</b>	1 <sup>st</sup> Contribution: ___/___/___	2 <sup>nd</sup> Contribution: ___/___/___
<b>For banking holidays, select one option:</b>	<input type="checkbox"/> Apply contributions <i>next</i> business day <input type="checkbox"/> Apply contributions <i>prior</i> business day	
<b>Pro-Rated for Mid-Year Enrollees?:</b>	<input type="checkbox"/> No <input type="checkbox"/> Yes <i>If YES, select a method below:</i> <input type="checkbox"/> As of Plan Start Date <input type="checkbox"/> As of Most Recent Quarter <input type="checkbox"/> Other: _____	

<b>PLAN START</b>	<b>FULL</b> <b>LIMITED</b> <b>PLAN ONLY</b>
<b>HSA Plan Start Date:</b> ___/___/___ (mo/dd)	<b>HSA Plan End Date:</b> ___/___/___ (mo/dd) -- <i>if applicable</i>

<b>PLAN FUNDING</b>		<b>FULL</b> <b>LIMITED</b> <b>PLAN ONLY</b>
To fund your HSA Plan, TASC will initiate ACH debits from the bank account and financial institution named below. Plan funding payments will be electronically deducted from the indicated bank account and automatically submitted on your scheduled payroll contribution dates.		
<b>Bank Information:</b>	<input type="checkbox"/> Use same ACH info from Part 4 of this Application <input type="checkbox"/> Use different ACH information as per below:	
	Financial Institution Name: _____	Branch: _____
	Bank Routing Number (9 digits): _____	Checking Account #: _____

- I understand the pay dates can NOT be changed once the Plan is enrolled.
- I understand TASC will send an email prior to withdrawing funds for my account and that I should contact TASC with any changes no later than three (3) days prior to the employee's payroll date.

**Disclaimer for a stand-alone HSA Plan (not combined with TASC FlexSystem):** TASC has developed a service known as "TASC HSA" that provides full administrative services for Health Savings Accounts. It is understood that the client wishes to add the HSA to its current Section 125 Plan and that the client acknowledges they have amended their Section 125 Plan to include the required HSA language to allow HSA contributions to be pre-taxed and their Section 125 Plan Documents and SPD's are current according to Federal Law.

**ADMIN ONLY: TASC HSA - Special Instructions:**



**SECTION C: DIRECTPAY**

Select one DirectPay HRA Plan to apply for and complete the requested information for that Plan Type (noted by corner tabs):

<input type="checkbox"/> <b>DirectPay HRA <u>Full</u> Administration</b>	<b>PRICING INFO:</b>	<ul style="list-style-type: none"> <li>Set-Up Fee (<i>due now</i>)</li> <li>Admin Fee – per participant, per month</li> <li>Annual Renewal Fee</li> <li>Based on number of employees</li> </ul>
<b>Additional Services:</b> <input type="checkbox"/> Benefits Debit Card ( <i>included at no charge for First Dollar Plans</i> )		<b>PRICING INFO:</b>
<input type="checkbox"/> <b>DirectPay HRA <u>Self</u>-Administration</b>		

PLAN INFORMATION		FULL	SELF
<b>Estimated Number of Participants:</b>	<b>Number of Employees (FT+PT) - to determine CMS Reporting Requirement:</b>		
<b>Existing HRA Plan in Place?</b>	<input type="checkbox"/> No <input type="checkbox"/> Yes	<i>If YES, please provide the following information:</i>	
<b>ERISA 3-Digit Plan #:</b>			
<b># of Current Participants:</b>			
<b>Name of Current Administrator:</b>			
<b>Current Run-Out Period:</b>	_____ Days		
<b>Who will administer <u>current</u> Plan Runout?</b>	<input type="checkbox"/> Prior Administrator <input type="checkbox"/> TASC		

PARTICIPANT AND ELIGIBILITY REQUIREMENTS	FULL	SELF
Select <u>one</u> eligibility requirement below:		
<input type="checkbox"/> Eligibility requirements include participation in the named Health Insurance Plan; <u>or</u> <input type="checkbox"/> Eligibility requirements include ( <i>select <u>all</u> that apply below</i> ): <ul style="list-style-type: none"> <li><input type="radio"/> Part-time employees working at least _____ hours of work per week will be included (<i>maximum 29 hours</i>)</li> <li><input type="radio"/> Current employees completing _____ months of service with the employer will be included (<i>maximum 90 days</i>)</li> <li><input type="radio"/> New employees completing _____ months of service with the employer will be included (<i>maximum 90 days</i>)</li> </ul>		

PLAN DESIGN	FULL	SELF
Each Plan Design selected requires a separate Plan Application. Administration fees and funding arrangements apply to each Application.		
<b>HRA Plan Design Options (<i>select <u>one</u> per Application</i>)</b>	<b>Minimum Claims Fee</b>	<i>The TASC Minimum Claims Fee is calculated as a percent of the aggregate annual benefit under the DirectPay Plan.</i>  <i>If you do not see your desired Plan Design, please call TASC at 1.800.422.4661 to discuss Plan setup.</i>
<input type="checkbox"/> <b>Plan 1:</b> Medical Deductible Only	At 25%	
<input type="checkbox"/> <b>Plan 2:</b> Medical Deductible & Prescription	At 50%	
<input type="checkbox"/> <b>Plan 3:</b> Medical Deductible & Co-Insurance	At 50%	
<input type="checkbox"/> <b>Plan 4:</b> Medical Deductible, Co-pay, & Prescription	At 50%	
<input type="checkbox"/> <b>Plan 5:</b> Medical Deductible, Co-Pay, Co-Insurance, & Prescription	At 50%	
<input type="checkbox"/> <b>Plan 6:</b> Uninsured Medical (must be integrated with GHP)	At 50%	

HEALTH COVERAGE INFORMATION	FULL
<b>Health Insurance Carrier Name:</b>	
<b>High-Deductible Health Plan Offered?</b>	<input type="checkbox"/> No <input type="checkbox"/> Yes <div style="margin-left: 20px;"> <i>If YES, please indicate the HDHP deductibles below:</i>            Individual: \$ _____ Family: \$ _____         </div>

HRA DEDUCTIBLES/REIMBURSEMENTS	FULL																					
<b>DirectPay Plan Deductibles:</b> <i>(amount ppt is responsible for prior to reimbursements)</i>	Individual: \$ _____ Family Maximum: \$ _____ <div style="margin-left: 20px;"> <input type="checkbox"/> by Member (<i>imbedded deductible</i>)  <input type="checkbox"/> by Family Aggregate         </div>																					
<b>DirectPay/Employer Reimbursements:</b>	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:15%;">Percentage</th> <th style="width:35%;">Dollar Amount Range</th> <th style="width:50%;">DirectPay/Employer Reimbursed</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">%</td> <td style="text-align: center;">\$ _____ - \$ _____</td> <td style="text-align: center;">\$ _____</td> </tr> <tr> <td style="text-align: center;">%</td> <td style="text-align: center;">\$ _____ - \$ _____</td> <td style="text-align: center;">\$ _____</td> </tr> <tr> <td style="text-align: center;">%</td> <td style="text-align: center;">\$ _____ - \$ _____</td> <td style="text-align: center;">\$ _____</td> </tr> <tr> <td style="text-align: center;">%</td> <td style="text-align: center;">\$ _____ - \$ _____</td> <td style="text-align: center;">\$ _____</td> </tr> <tr> <td colspan="2" style="padding: 5px;">Max. reimbursement <b>per Individual:</b> \$ _____</td> <td style="padding: 5px;"><input type="checkbox"/> by Member (<i>imbedded deductible</i>)</td> </tr> <tr> <td colspan="2" style="padding: 5px;">Max. reimbursement <b>per Family:</b> \$ _____</td> <td style="padding: 5px;"><input type="checkbox"/> by Family Aggregate</td> </tr> </tbody> </table>	Percentage	Dollar Amount Range	DirectPay/Employer Reimbursed	%	\$ _____ - \$ _____	\$ _____	%	\$ _____ - \$ _____	\$ _____	%	\$ _____ - \$ _____	\$ _____	%	\$ _____ - \$ _____	\$ _____	Max. reimbursement <b>per Individual:</b> \$ _____		<input type="checkbox"/> by Member ( <i>imbedded deductible</i> )	Max. reimbursement <b>per Family:</b> \$ _____		<input type="checkbox"/> by Family Aggregate
Percentage	Dollar Amount Range	DirectPay/Employer Reimbursed																				
%	\$ _____ - \$ _____	\$ _____																				
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%	\$ _____ - \$ _____	\$ _____																				
%	\$ _____ - \$ _____	\$ _____																				
Max. reimbursement <b>per Individual:</b> \$ _____		<input type="checkbox"/> by Member ( <i>imbedded deductible</i> )																				
Max. reimbursement <b>per Family:</b> \$ _____		<input type="checkbox"/> by Family Aggregate																				



PLAN START		FULL
Select and complete <u>one</u> of the following two options. Indicate the Plan Year dates and when DirectPay administration begins.		
<input type="checkbox"/> <b>New HRA Plan</b> ( <i>no current plan exists</i> )	<b>1<sup>st</sup> Year Administration</b>	<b>2<sup>nd</sup> and Successive Years</b>
Plan Start Date:	First day of: ____/____ (mo/yr)	First day of: ____/____ (mo/yr)
# Consecutive Months Continued:	Twelve (12) month period	
<i>Note: Plans need not run on the calendar year (i.e. January 1 - December 31)</i>		
<input type="checkbox"/> <b>Mid-Year Plan Takeover</b> – select <u>one</u> setup option below:		
<input type="checkbox"/> Full Plan Year setup; <u>or</u>	<i>Plan Sponsor must submit an aggregate balance report of participant claims paid year-to-date to adjust the Participant HRA balance</i>	
<input type="checkbox"/> Short Plan Year setup: ( <i>less than 12 months</i> )	<i>Plan Sponsor must submit an aggregate deductible credit report of participant claims paid year-to-date to adjust the Participant HRA balance. Allows you to extend a deductible credit to your Participants based on the amount of the health insurance deductible that has been satisfied thus far.</i>	
<b>Enter plan dates based on your selected setup:</b>		
	<b>Plan Start Date</b>	<b>Plan End Date</b>
Current TPA Plan:	____/____/____ (mo/dd/yr)	____/____/____ (mo/dd/yr)
TASC DirectPay Plan:	____/____/____ (mo/dd/yr)	N/A

PLAN FUNDING		FULL	SELF
To fund your DirectPay HRA Plan, TASC will initiate ACH debits from the financial institution and bank account named below.			
<b>Bank Information:</b>	<input type="checkbox"/> Use same ACH info from Part 4 of this Application <input type="checkbox"/> Use different ACH information as per below:		
Financial Institution Name:			Branch:
Bank Routing Number (9 digits):			Checking Account #:

<b>ADMIN ONLY: DirectPay - Special Instructions:</b> _____
<b>Funding:</b> _____ % (Minimum of 25%) _____

**SECTION D: COBRAToday**

<input type="checkbox"/> <b>COBRAToday Administration</b>	<b>PRICING INFO:</b>	<ul style="list-style-type: none"> <li>• Set-Up Fee (<i>due now</i>)</li> <li>• Admin Fee – per HE, per month</li> <li>• Annual Renewal Fee</li> <li>• Based on number of employees</li> </ul>
<b>Additional Services</b> ( <i>additional fees apply</i> ):		
<input type="checkbox"/> Takeover Qualified Beneficiaries <i>(Submit Premium Collection Form and Takeover Qualified Beneficiary Form(s) with completed Application)</i>		

PLAN INFORMATION	
Total Number of Employees ( <i>pro-rate for PT</i> ):	Number Employees on Health Insurance Plan:
Current Number of COBRA Enrollees:	Current COBRA Administrator: <input type="checkbox"/> Self <input type="checkbox"/> Other: _____

SUBSIDIARIES, AFFILIATES, or DIVISIONS			
Identify all subsidiaries, affiliates, or divisions to include under COBRAToday and if they require a separate setup for service communications:			
Name:	Separate	Name:	Separate
1) _____	<input type="checkbox"/>	3) _____	<input type="checkbox"/>
2) _____	<input type="checkbox"/>	4) _____	<input type="checkbox"/>

HEALTH CARRIERS	
Identify all health carriers (including current health insurance Plan, HMO, dental, vision, EAP, MFSAs, etc.), and if that Plan is self-insured:	
1) Health Carrier Name:	<input type="checkbox"/> Self-Insured
2) Health Carrier Name:	<input type="checkbox"/> Self-Insured

PLAN START	
Enter the month and year that the Plan Year will start for the <i>first year</i> of COBRAToday administration:	
<b>COBRAToday Plan Start Date:</b>	First day of: ____/____ (mo/yr) <i>Plan Application must be received by 15th of month prior to this start date.</i>
<b>COBRA Period Begins:</b>	<input type="checkbox"/> First of month, following qualifying event <input type="checkbox"/> Other ( <i>please specify below</i> ): _____ <input type="checkbox"/> Day after qualifying event

<b>ADMIN ONLY: COBRAToday - Special Instructions:</b> _____
---

**SECTION E: FMLAMATTERS**

<input type="checkbox"/> <b>FMLAMatters Administration</b>	<b>PRICING INFO:</b>	<ul style="list-style-type: none"> <li>Set-Up Fee (<i>due now</i>)</li> <li>Admin Fee – per employee, per month (<i>No Minimum</i>)</li> <li>Annual Renewal Fee</li> </ul>	
<b>Additional Services</b> ( <i>additional fees apply</i> ):			
<input type="checkbox"/> FMLA Eligibility & Entitlement Determination ( <i>free of charge within a TASC Suite</i> ) Select one: <input type="checkbox"/> Submit eligibility file <i>per month</i> <input type="checkbox"/> Submit eligibility file <i>per event</i>			

<b>PLAN INFORMATION</b>			
Number of Employees:		Number of Company Locations:	
Number of EES currently on FMLA Leave:		Enter Location Name(s):	
<i>(additional fees apply per takeover at implementation)</i>		Enter any States doing commerce:	
Current FMLA Administrator ( <i>enter below</i> ):		Reporting per Location?:	<input type="checkbox"/> No <input type="checkbox"/> Yes ( <i>next question</i> )
<input type="checkbox"/> Self <input type="checkbox"/> TPA: _____		If YES, enter locations and contacts:	
FMLA to run concurrent with Workers Compensation and Short-term Disability Plans:	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Method of Reporting FMLA Hours:	<input type="checkbox"/> Manual Report ( <i>via online form</i> ) <input type="checkbox"/> Data Feed ( <i>via recurring file from your timekeeping system for FMLA time used</i> )		
FMLA 12-month Tracking Type ( <i>select one</i> ):	<input type="checkbox"/> Rolling Backward <input type="checkbox"/> Calendar Year <input type="checkbox"/> Rolling Forward <input type="checkbox"/> Plan Year w/Start Date of ___/___/___		

<b>PLAN START</b>	
FMLAMatters Plan Start Date:	____/____ (mo/dd)

<b>ADMIN ONLY: FMLAMatters - Special Instructions:</b>
--

**SECTION H: TASC FORM 5500 PREPARATION**

<input type="checkbox"/> <b>IRS Form 5500 Preparation</b>	<b>PRICING INFO:</b>	<ul style="list-style-type: none"> <li>Annual Admin Fee (<i>due now</i>)</li> <li>Based on number of benefits (<i>additional fee 8+</i>)</li> </ul>
Late Filing for Form 5500? <input type="checkbox"/> No <input type="checkbox"/> Yes <i>If YES, enter number of late filings:</i> _____		

<b>ADMIN ONLY: TASC Form 5500 Prep - Special Instructions:</b>
--

**SECTION I: TASC NON-DISCRIMINATION TESTING**

<input type="checkbox"/> <b>Non-Discrimination Testing</b>	<b>PRICING INFO:</b>	<ul style="list-style-type: none"> <li>Set-Up Fee (<i>due now</i>)</li> <li>Annual Admin Fee (<i>due now</i>)</li> <li>Based on number of employees</li> </ul>

<b>PLANS TO BE TESTED</b>		
Select <u>all</u> that apply, and indicate the start/end dates for Plan Year to be tested:		
<input type="checkbox"/> <b>Premium Only Plan (POP)</b> ( <i>Section 125 Plan</i> ): Eligibility Test, Contributions & Benefits Test - Availability & Utilization, Key Employee Concentration Test	Start Date:	End Date:
<input type="checkbox"/> <b>Flexible Spending Account (FSA) - Dependent Care</b> ( <i>Section 129 Plan</i> ): Eligibility Test, Contributions & Benefits Test, More than 5% Owners Concentration Test, 55% Average Benefits Test	____/____/____	____/____/____
<input type="checkbox"/> <b>Flexible Spending Account (FSA) - Medical</b> : Eligibility Test, Benefits Test	____/____/____	____/____/____
<input type="checkbox"/> <b>Health Reimbursement Arrangement (HRA)</b> : Eligibility Test, Benefits Test	____/____/____	____/____/____
<input type="checkbox"/> <b>Self-Insured Medical Plans</b> : Eligibility Test, Benefits Test	____/____/____	____/____/____
<input type="checkbox"/> <b>Group Term Life Insurance</b> : Eligibility Test, Benefits Test	____/____/____	____/____/____
<i>Note: Group employees of all entities <b>must be tested</b> if entity is a member of a controlled group of corporations, trades, or businesses under common control or an affiliated service.</i>		

<b>ADMIN ONLY: TASC Non-Discrim Testing - Special Instructions:</b>
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**SECTION F: ERISAEdge**

<input type="checkbox"/> <b>ERISAEdge Compliance Services</b>	<b>PRICING INFO:</b>	<ul style="list-style-type: none"> <li>• Set-Up Fee <i>(due now)</i></li> <li>• Annual Admin Fee <i>(No Minimum) (due now)</i></li> <li>• Based on number of employees</li> </ul>
<b>Additional Services</b> <i>(additional fees apply):</i>		
<input type="checkbox"/> Medicare Part D Notice* <input type="checkbox"/> PPACA Notices*	<input type="checkbox"/> Form 5500 Late Filing	
<input type="checkbox"/> Additional Benefit Plans (9+) <input type="checkbox"/> Professional Services <i>(billed hourly)</i>	<input type="checkbox"/> Wrap Document - Individual/Separate Affiliated Employer	
<input type="checkbox"/> Carrier Certificates of Coverage attached to Plan Document/SPD		

*\*Services automatically renew annually*

**BENEFITS INFORMATION**

The following benefits are subject to ERISA requirements. Please complete each column as it relates to all benefits offered by the Employer. **IMPORTANT NOTE:** Your Plan Document/Summary Plan Description (SPD) will be prepared based on your answers to each question so please be sure to answer these questions accurately and in agreement with the insurance certificates or summaries for these benefits. Those insurance certificates and summaries will be incorporated by reference in your Plan Document/SPD and in effect comprise an important part of your Plan Document/SPD. **Refer to KEY below for each column:**

<b>Column A:</b>	<b>Applicable health &amp; welfare benefits subject to ERISA</b> - Indicate by completing all columns B-G for benefits offered by Employer.
<b>Column B:</b>	For each applicable benefit offered, enter the <b>Month and Date</b> for the <b>ACTUAL</b> Contract Year of the policy with each carrier. <i>Example: Health -- Contract Year is January 1, renews every January 1</i>
<b>Column C:</b>	Is the Contract for this benefit issued in the group name or individual? Enter "G" for Group, or "I" for Individual.
<b>Column D:</b>	For applicable benefits offered, are employees allowed to pre-tax their contributions under your Section 125 Plan? Enter "Y" for yes, or "N" for no.

(A)	(B) Contract Year (mo/dd/yr)	(C) Benefit Contract Written to Group (G) or Individuals (I)	(D) Pre-Tax Benefit (Y/N)	(E) Insurance Carrier or Service Provider Name	(F) Is Benefit Self-Insured (SI), or Fully-Insured (FI)	(G) Total # of Covered Participants <i>(not including Dependents)</i>
Health						
Dental						
Vision						
Life						
AD&D						
STD						
LTD						
Voluntary/ Supplemental Life or AD&D						
Wellness						
Employee Assistance Program (EAP)						
Stop Loss Insurance						
Voluntary Products						
Other ERISA Plans*						

*\*Other ERISA Plans: check with your compliance advisor to determine if these Plans are Employer Sponsored Plans subject to ERISA. Examples include Prepaid Legal Services, Scholarship Funds, Day-Care Centers, Vacation Benefits, Apprenticeship or other Training Benefits, Holiday/Severance Benefits, and Housing Assistance Benefits.*

**GROUP HEALTH PLAN INFORMATION**

**Is Entity part of:**

- a Controlled Group of Corporations under Code Section 414(b);
- a Group of Businesses/Trades under common control under Code Section 414(c); or
- an Affiliated Services Group under Code Section 414(m)

No       Yes *(see next question)*

**If YES, are Benefits/Premiums paid from a single source?**

No      → *Separate applications are required.*

Yes      → *All entities may be under one Application.*

**Under PPACA, current Group Health Plan is considered** *(select one):*       Grandfathered (GF)     Non-Grandfathered (NGF)

**Indicate if both items apply below:**

1. You are considered an Applicable Large Employer (ALE) under the Employer Shared Responsibility provision of the Affordable Care Act (ACT), and;

2. You currently track employee hours to determine if any variable hour, part-time, or seasonal employees are "full-time" employees for purposes of health plan eligibility

Yes     No

**Medicare Part D Coverage:**     No     Yes →    **Prescription Drug Plans Offered:**     Creditable     Non-Creditable     Both

**ADMIN ONLY: ERISAEdge - Special Instructions:**



**SECTION G: TASC PCORI COMPLIANCE SERVICES**

- PCORI Compliance Services (with ERISAEdge - free)
- PCORI Compliance Services (without ERISAEdge)

**PRICING  
INFO:**

- No Set-Up Fee
- Annual Admin Fee *(due now)*
- Based on number of employees

**(1) REQUEST FOR INFORMATION**

Select all that apply to your current benefits and status:

- (A) Health Reimbursement Account (HRA)
- (B) TASC DirectPay Client/TASC HRA Client
- (C) TASC Non-Excepted (Health) Flexible Spending Account (NEFSA) Client
- (D) Self-Insured Health Plan
- (E) TASC DirectPay Self-Administration Client /TASC HRA Self-Administration Client/TASC Self-Administration NEFSA Client

If you checked ONLY boxes A and B and/or C, you can skip Part 2 below.

**(2) PLAN PARTICIPANT COUNT**

Enter the following Participant counts (see instructions below on how to count Participants):

<b>Participant count as of:</b>	1st day of the 1st month of your Plan Year:	
	1st day of the 4th month of your Plan Year:	
	1st day of the 7th month of your Plan Year:	
	1st day of the 10th month of your Plan Year:	

**INSTRUCTIONS for Participant Count (based on answers in Part 1 above):**

***If you selected:***

Box A ONLY, Box A and E ONLY, <u>or</u> Box C and E ONLY	Participant counts should equal the total number of HRA or NEFSA Plan Participants* on the first day of each quarter during the Plan Year.
BOTH Box A and D, <u>or</u> BOTH Box C and D	Participant counts should equal the total number of self-insured Health Plan Participants* on the first day of each quarter during the Plan Year. Count each Health Plan Participant with self-only coverage and then add to that the number of Participants with other than self-only coverage multiplied by 2.35 <i>(the same Plan Year is assumed for both your HRA and self-insured Health Plan)</i> .
Box D ONLY	Participant counts should equal the total number of self-insured Health Plan Participants* on the first day of each quarter during the Plan Year. Count each Health Plan Participant with self-only coverage and then add to that the number of Participants with other than self-only coverage multiplied by 2.35

*\*Include all COBRA Participants in your count but do not include any spouses or dependents that may be covered under the Plan.*

**ADMIN ONLY: TASC PCORI - Special Instructions:**

**SECTION J: TASC HIPAA COMPLIANCE SERVICES**

- HIPAA Compliance Services

**PRICING  
INFO:**

- No Set-Up Fee
- Annual Admin Fee – flat rate *(due now)*
- Annual Renewal Fee *(billed automatically)*

**ADMIN ONLY: TASC HIPAA - Special Instructions:**

**SECTION K: TASC GIVEBACK**

<input type="checkbox"/> <b>TASC GiveBack (Workplace Giving Administration)</b>	<b>PRICING INFO:</b>	<ul style="list-style-type: none"> <li>Set-Up Fee (<i>due now</i>)</li> <li>Admin Fee - per participant, per month</li> <li>Monthly Maintenance Fee</li> <li>Annual Renewal Fee</li> </ul>
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PLAN INFORMATION					
<b>Number of Eligible Employees:</b>					
<b>Payroll/Funding Cycle (select one):</b>					
	<input type="checkbox"/> Weekly	<input type="checkbox"/> Bi-Weekly	<input type="checkbox"/> Semi-Monthly	<input type="checkbox"/> Monthly	<input type="checkbox"/> Other: _____
<b># Contributions in 12-mo Plan Year:</b>					
<b>Participant Contribution Schedule:</b>					
<i>Contribution dates may or may not be the same date as payroll dates:</i>					
1 <sup>st</sup> Contribution:	__/__/__	2 <sup>nd</sup> Contribution:	__/__/__	Last Contribution:	__/__/__

PLAN START	
<b>First Year Administration to begin:</b>	First day of: ____/____ (mo/yr) <span style="float: right;"><i>Completed Plan Applications must be received by the 15th of the month prior to this start date.</i></span>

BENEFIT OFFERINGS	
<b>Company Match:</b>	<input type="checkbox"/> No <input type="checkbox"/> Yes <span style="margin-left: 20px;"><i>If Yes, enter Maximum Match for each below:</i></span>
	Per Employee, Per Year: \$ _____
	Per Payroll: \$ _____
<b>Enrollment Bonus:</b>	<input type="checkbox"/> No <input type="checkbox"/> Yes <span style="margin-left: 20px;"><i>If Yes, enter Company Enrollment Bonus amount: \$ _____</i></span>
<b>Hold a Fundraiser:</b>	<input type="checkbox"/> No <input type="checkbox"/> Yes <span style="margin-left: 20px;"><i>[company fundraiser or featured employee fundraiser]</i></span>

FUNDING OPTIONS (Required)									
<p>This Section defines the method that your Plan will utilize to make payroll and payroll matching (as applicable) payments to TASC. Any payments described in this Section are in addition to the fees due under PART 3 (Fees). The preferred method of payment is through an Auto ACH where TASC initiates submission of your fee payment via ACH. <b>To start this process: (1) choose which ACH process you want below, (2) verify your Expected Date of Receipt (EDR), and (3) provide your bank information:</b></p>									
(1)	<input type="checkbox"/> <b>TASC ACH (default):</b> TASC initiates funding payment via ACH on the EDR.								
	<input type="checkbox"/> <b>Client MyTASC Funding:</b> Client initiates funding payment via MyTASC on or before the EDR. <i>Note: Under this option, TASC will use your Account and Routing Numbers to post any unpaid funding amounts that are one (1) business day past the due date. Also, additional annual fee will apply if ACH is not elected (\$10.00 per payroll).</i>								
(2)	<b>Expected Date of Receipt (EDR):</b> EDR is the date that TASC will pull an Auto ACH from your designated account and apply the payroll contributions to your participant's account(s). This may or may not be the same date as the participant's payroll date. The EDR date is the payroll contribution schedule indicated above for each payroll cycle.								
(3)	<b>Bank Information:</b>								
	<input type="checkbox"/> Use same ACH info from Part 4 of this Application <input type="checkbox"/> Use different ACH information as per below:								
	<table style="width:100%; border: none;"> <tr> <td style="border: none;">Financial Institution Name:</td> <td style="border: none; width: 60%;"></td> <td style="border: none;">State:</td> <td style="border: none; width: 10%;"></td> </tr> <tr> <td style="border: none;">Bank Routing Number (9 digits):</td> <td style="border: none; width: 30%;"></td> <td style="border: none;">Checking Account #:</td> <td style="border: none; width: 20%;"></td> </tr> </table>	Financial Institution Name:		State:		Bank Routing Number (9 digits):		Checking Account #:	
Financial Institution Name:		State:							
Bank Routing Number (9 digits):		Checking Account #:							

<b>ADMIN ONLY: TASC GiveBack - Special Instructions:</b>
--

Client's Special Instructions and Clarifications



**Retain the remainder of this Application for your records:**

# Service Level Agreement

## SECTION I

THIS SERVICE LEVEL AGREEMENT ("Agreement"), is entered into by and between Total Administrative Services Corporation ("TASC") and the Employer identified on the Group Services Plan Application ("Plan Application") as the Plan Sponsor. This Agreement is effective on the date of the Plan Sponsor's signature on the Plan Application. The terms of this Agreement apply to the Plan(s) and services identified on the Plan Application. The Plan Sponsor is duly organized, validly existing, and fully authorized to enter into this Agreement. The individual executing the Plan Application on behalf of the Plan Sponsor is fully authorized to do so.

### Scope of Relationship

As used in this Agreement, the terms Administrator (commonly referred to as the Plan Administrator), Plan Sponsor, Named Fiduciary and Plan Assets shall have the meaning given to such terms by the Employee Retirement Income Security Act of 1974 (ERISA), as amended. TASC is not the Plan Administrator, the Plan Sponsor, or a Named Fiduciary for any Plan identified on the Plan Application. TASC does not accept a fiduciary role or status for any Plan. TASC is and will remain an independent contractor with respect to all services provided. TASC and the Plan Sponsor are not partners or engaged in a joint venture. TASC does not collect or hold employee contributions or plan assets. All fees paid to TASC by the Plan Sponsor, regardless of the payment options selected, are paid from the general assets of the Plan Sponsor.

TASC is not a law firm and is not providing legal or tax advice. All written or verbal communication provided under the terms of this Agreement are general in nature and not intended to constitute legal or tax advice. The products and services provided pursuant to this Agreement may have legal and tax consequences. Any questions regarding Plan Sponsor's particular needs, requirements, circumstances, or the tax consequence of any product or service offered under this Agreement must be directed to Plan Sponsor's own advisor(s) at the Plan Sponsor's expense.

### Services Provided by TASC

TASC shall use ordinary care and due diligence in the performance of its duties under this Agreement and provide timely administration and management of the Plan(s) identified in the Plan Application as outlined in the applicable product administration manual and/or materials incorporated by express reference to this Agreement. Services provided by TASC are subject to change upon written notice to the Plan Sponsor or as required by law. In the case of FlexSystem, and DirectPay Plans, TASC will also provide audit assistance support under the terms of the applicable Audit Guarantee. TASC may change any feature, function, brand, third party provider, or attributes of a Service, or any element of its systems or processes, from time to time, provided that such changes do not have a material adverse impact on the performance or cost of the Service.

### Responsibility of the Plan Sponsor

The Plan Sponsor has final and complete discretion over the Plans. The Plan Sponsor is the Plan Administrator under ERISA. The Plan Sponsor shall have the sole and final discretionary authority in respect to all legal and administrative functions of the Plan.

The Plan Sponsor acknowledges and accepts sole responsibility for the payment of all Card Transactions. TASC can assist the Plan Sponsor in the recovery of Card Transaction amounts reported as fraudulent transaction activity by Participants, provided however that Plan Participants comply with the terms outlined in the cardholder agreement for the timely reporting of such fraudulent activity and the Plan Sponsor complies with policies and procedures for reporting such fraudulent transaction activity.

The Plan Sponsor must present to TASC, in an accurate, complete and timely manner, all relevant and requested information necessary or desired for administrative functions to be performed by TASC in a standard TASC format or an alternative format agreed upon by the parties. TASC shall rely on the accuracy and timeliness of information provided to it by the Plan Sponsor. TASC has no responsibility to review or verify data provided by the Plan Sponsor. TASC is not responsible for detecting illegal acts by, and/or misrepresentations of, the Plan Sponsor's employees or representatives. TASC shall have no responsibility or liability for failure to provide any service for which the Plan Sponsor has not provided complete data to TASC in an agreed upon format.

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. TASC will have no liability for any losses due to the failure to perform during the time the Plan Sponsor is in delinquency status.

It is the Plan Sponsor's responsibility to educate and inform Plan participants on the services being provided, including the delivery of administration materials (where needed) as well as compliance documents (e.g., Summary Plan Description). The Plan Sponsor is responsible for executing and retaining the Business Associate Agreement (where applicable) provided in the administration materials.

### Financial Responsibility of the Plan Sponsor

Responsibility for payment of all Plan benefits lies with the Plan Sponsor. All Plan benefits are paid from the general assets of the Plan Sponsor. Unless an alternative method of payment is mutually agreed upon by the parties, TASC Fees will be collected from the Plan Sponsor 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 for any reason, TASC does not receive payment for any TASC Fees defined on the Application within ten (10) business days of the Expected Date of Receipt TASC may place all Plan processing on hold until all past due TASC Fees are paid.

TASC reserves the right to charge a reasonable fee for all debit entries that reject for insufficient funds or closed accounts. This authority will remain in full force until TASC has received written notification from the Plan Sponsor of its termination of this authority in such time and in such manner as to afford TASC 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 TASC. Regardless of the fee payment options identified on the Application or any circumstances where the Plan Sponsor uses a third party to pay Plan benefits, all Plan contributions and liabilities are the responsibility of the Plan Sponsor.

TASC 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 TASC to debit or credit the Plan Sponsor's account as necessary to correct such errors. TASC will invoice or make adjustments to the Plan or to the Plan Sponsor as deemed necessary. TASC will interpret state unclaimed property laws in a reasonable manner to divest itself from Funds attributed to Plan participant reimbursement checks not presented for payment.

The Plan Sponsor understands and agrees Plan Sponsor shall be liable for and hold TASC harmless from any and all fees or penalties 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 in the case where it is shown that a loss is a direct result of a negligent act or omission on the part of TASC. Any request for refunds or adjustments by Plan Sponsor will be processed only after verification is made that sufficient funds were received by TASC from the Plan Sponsor's bank account to cover all payments made by, and fees and other amounts due to, TASC. No refunds or adjustments will be made while the Plan Sponsor is in default under this Agreement.

### Terms of Payment

The Plan Sponsor agrees to pay TASC 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 prior to the applicable 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 fees shall be retained by TASC as a supplemental fee and such fees shall be considered earned at such time as any interest accrues.

Any Plan funding ACH debits that are rejected or which, for any reason, are not processed through the Plan Sponsor's bank will result in the Plan being placed in delinquency status until such ACH debit is properly processed or otherwise resolved.

TASC may adjust administrative fees on an annual basis at renewal with thirty (30) days written notice of the fee change.

## Default

Either party shall be in default under this Agreement upon the occurrence of one or more of the following events: (i) the failure of that party to perform any material term, condition or covenant of this Agreement; (ii) the ceasing of the conduct of active business by the party; (iii) the institution of proceedings under bankruptcy or insolvency laws by, for or against the party, or the appointment of the receiver for that party or for that party's assets or properties, (iv) an assignment by that party for the benefit of creditors, (v) and an admission by that party of its inability to pay its debts as they become due, or (vi) non compliance with law governing the transactions under this Agreement.

Upon Default by either party that is non compliant with applicable law governing the transactions under this Agreement, when the non compliance could reasonably result in an excise tax, penalty, or claims liability, all obligations of the non defaulting party shall cease. No term of this Agreement can be read to extend the term of this Agreement beyond the day that a Party discovers such non compliance. At the non defaulting party's discretion, this Agreement can be continued upon satisfaction that the non compliance has been rectified and the effected persons made financially whole by the non compliant defaulting Party.

TASC shall have no additional duties under this Agreement related to a Plan Sponsor who institutes proceedings under Chapter 7 of the Bankruptcy Code, or makes an appointment of a trustee or receiver for the disposition of their assets or properties, or an assignment of assets for the benefit of creditors, or an admission of its inability to pay its debts as they become due. TASC will continue to administer services for such a Plan Sponsor through the earlier of the date on which the Plan Sponsors Plans terminate entirely, the date the Plan Sponsor is no longer able to continue their business, or the last period that TASC has been paid for its services.

For all other incidents of default, the non-defaulting party may, at its option and by written notice to the other party, terminate this Agreement if the default remains uncured for thirty (30) days after the non-defaulting party provides written notice to the defaulting party of such default. If such default remains uncured, the termination is effective as explained below.

Any termination shall be without prejudice to any other rights and remedies, which the non-defaulting party may have against the defaulting party with respect to such default. TASC's obligations are subject to the Plan Sponsor's timely performance of its obligations and responsibilities under this Agreement including but not limited to providing TASC with correct, complete and timely data or other information, or notices required under this Agreement; and to timely pay fees. TASC will not be responsible for any damages or losses due to a default by the Plan Sponsor. In the event of a default by the Plan Sponsor:

- a. This Agreement may be terminated and all amounts due and to become due to TASC shall become immediately due and payable, at TASC's sole option; and,
- b. TASC reserves the right to suspend all or any services to the Plan Sponsor and the Plan, including the reporting or processing of Plan data and payments, and TASC will not be responsible for the timeliness or accuracy of any reporting, participant payments, tax deposits or payroll payments until the default(s) has been cured and all outstanding obligations the Plan Sponsor have been paid to TASC.

## Termination and Renewal of Agreement

This Agreement will renew automatically. Either party may terminate this Agreement with sixty (60) days written notice. If services are terminated under this Agreement, the Plan Sponsor will be responsible for providing any outstanding services required under the Plan.

Either party may terminate this Agreement due to a default by giving the defaulting party ten (10) day written notice of the termination. If the non-defaulting party allowed a thirty (30) day cure period the ten (10) day written notice will be at the end of the cure period.

Upon and after the expiration or termination of this Agreement, the rights granted to the Plan Sponsor pursuant to this Agreement shall revert back to TASC. TASC may provide the Plan Sponsor with sample forms, procedures, scripts, marketing materials or other similar information (collectively, "Materials"). Plan Sponsor shall have a license to use Materials, if any, solely in connection with its use of the Services, Software, or Deliverables during the term of this Agreement and solely in a manner that is consistent with the Agreement. Plan Sponsor's license to use the Materials shall expire immediately upon termination of the Agreement. Plan Sponsor is responsible for its use of Materials and bears sole liability for any such use. The Plan Sponsor shall refrain from any further direct or indirect use of or reference to 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 Agreement 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.

## Indemnification

TASC shall indemnify the Plan Sponsor, its directors and officers, and hold it harmless from and against any and all actions, claims, lawsuits, settlements, judgments, costs, taxes or similar assessments, penalties and expenses, including reasonable attorney's fees, resulting from a direct result of TASC's negligence or willful misconduct.

The Plan Sponsor shall indemnify and hold TASC, its directors, officers, employees, agents and assigns harmless from and against any and all actions, claims, lawsuits, settlements, judgments, costs (including, but not limited to, costs of insurance premiums paid with respect to the Plan), taxes or similar assessments, penalties and expenses, including reasonable attorney's fees, or other obligations resulting from, arising out of or in any way connected with the Plan, including any prior administration of the Plan or a similar arrangement, or claims or demands by Plan Participants and/or beneficiaries ("Losses"), unless the Losses are directly attributable to TASC negligence or willful misconduct.

Each party's indemnification obligations are conditioned on the following: (i) if process is served, the indemnified party providing written notice within five (5) business days of receiving service of process regarding an indemnifiable event, (ii) if the party receiving indemnification is required to make any admission or pay any consideration as part of a settlement, no settlement shall be made without such party's consent, and (iii) the indemnified party cooperating in the defense and/or settlement of the indemnifiable event. Subject to the limitations set forth in the immediately preceding section of this Agreement, the parties' indemnification obligations hereunder shall survive the termination of this Agreement.

## Defense of Legal Actions

TASC shall notify the Plan Sponsor of any legal action arising with respect to the Plan of which TASC becomes aware. Other than a regulatory claim that is defended by TASC under an applicable Audit Guarantee provided to the Plan Sponsor in writing from TASC, the defense of any legal actions shall be the responsibility of and be undertaken at the expense of the Plan Sponsor, it being understood and agreed that TASC shall cooperate with and assist the Plan Sponsor in said defense, at Plan Sponsor's expenses, to the extent that the Plan Sponsor reasonably may require.

## Limitations of Warranties and Liabilities

Except as expressly set forth in this Agreement, TASC disclaims any and all express warranties, warranties of fitness for a particular purpose and implied warranties of merchantability. TASC will not be liable in contract or in tort for any loss of business or profits, or for any consequential, incidental, punitive, or similar damages, or, other than set forth in this Agreement, for any claims of damages made by any third party for any reason whatsoever, even if TASC has been advised of, had other reason to know, or in fact knew of the possibility of such damages. TASC shall not be liable to the Plan Sponsor or any other person for any mistake of judgment or other action taken in good faith in the performance of the services provided hereunder, or for any loss or damage occasioned thereby, unless the loss or damage is due to TASC's negligence or willful misconduct. Notwithstanding any other provision of this Agreement, and for any reason, including breach of any duty imposed by this Agreement, including but not limited to the indemnification obligations set forth above, or independent of this Agreement, and regardless of any claim in contract, tort (including negligence) or otherwise, TASC's total, aggregate liability under this Agreement shall in no circumstance exceed \$1,000,000.00. 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. Each party acknowledges that these limitations of liability reflect an informed, voluntary allocation between the parties of the risks (known and unknown) that may exist in connection with this Agreement.

## Money Back Guarantee

If you are not entirely pleased with the Plan, simply return all Plan materials within thirty (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 of Section I, the following terms and conditions shall be applicable depending on the Plan elected by the Plan Sponsor.

### **FlexSystem**

All claims submitted to FlexSystem other than substantiated copayments, recurring medical expenses or debit card charges substantiated in real time through an inventory information approval system, or through other means compliant with Internal Revenue Service regulations, must be substantiated by independent third-party information prior to claim payment. If, at any point, the Plan Sponsor makes the decision to adjudicate Plan participant claims, all claims and substantiation submitted to TASC by Plan participants shall be forwarded to the Plan Sponsor for review prior to payment of the claim by TASC. If Plan Sponsor does not reject the claim within three (3) business days of receiving the forwarded claim, TASC shall pay the claim.

TASC reserves the right to request a deposit or payment if the Estimated Claims Fee determined on the Application is, or is likely to be less than the amount necessary to process Plan benefits. TASC will require a deposit or payment for negative Plan participant account balances or potential negative Plan participant account balances upon termination of the Plan.

Plan fees are the greater of the stated minimum or per Plan participant fee. Fees are also calculated on the number of Plan 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 carryover or grace period, as applicable. Failure to remit Plan participant funds or payment for administrative services will result in a disruption of services, the forwarding to collections and/or termination of all services provided by TASC under this Agreement.

FlexSystem is designed to administer HIPAA excepted and non-excepted health FSA plans. A non-excepted health FSA may be subject to HIPAA portability, a full COBRA offering of 18 or 36 months, and certain of the health care reform requirements under The Patient Protection and Affordable Care Act. The Plan Sponsor who offers a non-excepted health FSA is responsible for ensuring their plans meet all applicable regulations for non-excepted health plans. The additional requirements are not covered under the Audit Guarantee.

### **TASC HSA**

TASC provides administrative services to assist Plan Sponsor in offering its eligible employees the option to open Health Saving Accounts (HSA). Plan Sponsor acknowledges that TASC is not qualified to act as a trustee or custodian of the HSA funds and is not acting as such. TASC provides the Health Savings Account (HSA) services pursuant to an agreement with one or more third party financial institutions that serve as custodian and trustee of the HSA funds ("Custodian"). TASC is not responsible for claims, damages or liabilities arising from failure of Custodian to perform its obligations or provide resources as required by its agreement with TASC (Custodian is, however, liable for failure to perform its obligations).

Plan Sponsor represents and warrants that, to the best of its knowledge, the group health plan sponsored and maintained by Plan Sponsor pursuant to which medical coverage is provided to its employees electing to open a HSA with Custodian will be, at all times relevant to this Agreement, an HDHP, in accordance with Section 223 of the Internal Revenue Code of 1986, as amended (the "Code").

Plan Sponsor acknowledges and agrees that the HSAs owned by its employees and held by Custodian shall not be employee benefit plans and the assets held in the HSA shall not be plan assets subject to the provisions of ERISA. Plan Sponsor acknowledges and agrees that at all times relevant to this Agreement participation in HSAs by employees shall be completely voluntary; and Plan Sponsor shall not: (i) limit the ability of participants to move monies in their HSAs to another HSA (except to the extent of restrictions imposed by the Code); (ii) impose any conditions on the utilization of HSA monies beyond those permitted by the Code; (iii) represent or advise that the HSAs are an employee welfare benefit plan established or maintained by the employer; or (iv) receive any payment or compensation in connection with an HSA. Plan Sponsor acknowledges that TASC may, from time to time, change the Custodian and may subcontract other aspects of its performance. TASC may not, however, require any participant to close an HSA with the then current Custodian.

TASC shall have no responsibility with respect to contributions paid by Plan Sponsor, participants or other contributor or transferor to the HSAs, other than to allocate the contributions in accordance with clear instructions received from Plan Sponsor, participants, or other contributor or transferor. TASC shall have no obligation to take affirmative actions to collect monies paid as contributions, such as, by way of example, to pursue a check or electronic payment transfer from Plan Sponsor or a participant or other contributor or transferor that does not clear.

If this Agreement is terminated mid plan year, Plan Sponsor shall continue to be responsible for payment of administration fees set forth in the Plan Application for the entire plan year. Administration fees shall be calculated on a minimum or per participant basis, whichever is greater. For purposes of calculating fees on a per participant basis, the number of participant shall be determined as of the invoice date and shall include any employees terminated mid year. In addition to the administration fees set forth in the Plan Application, TASC shall also be entitled to payment from the Plan Sponsor of all expenses and costs reasonably incurred by it in the administration of the HSAs, including, but not limited to, reimbursement for the cost of debit card transactions.

### **DirectPay**

Fraudulent claims by Plan participants (regardless of whether by use of the debit card, web submitted, TASC submitted, medical provider or manually submitted) and amounts distributed to Plan participants that exceed the Plan participants' account balances are the Plan Sponsor's responsibility, unless the overpayment is due to a negligent act or omission on the part of TASC. TASC 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 Claims Fee identified on the Application or enrolled fee whichever 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 ninety (90) days following the end of the Plan Year.

In the event that prescription drug coverage is offered under the Plan and to the extent that the Plan is an ERISA employee welfare benefit plan, Plan Sponsor shall be solely responsible for determining whether the prescription drug coverage is creditable or non-creditable coverage for Medicare Part D purposes, on either a stand-alone basis or in conjunction with another group health plan. In such event, Plan Sponsor shall also be responsible for providing disclosure notices to Medicare Part D eligible individuals who are covered under or apply for coverage under the Plan advising whether the prescription drug coverage provided through the Plan, either on a stand-alone basis or combined with another group health plan, is creditable.

### **COBRAToday**

TASC and the Plan Sponsor agree to the terms that are described in the COBRAToday Client Administrative Portfolio (or the COBRAToday Client Administrative Portfolio state continuation if the Client is retaining COBRAToday for state continuation), and accept the responsibility to perform the functions that are listed on the Services and Responsibilities checklist. These Forms are incorporated by reference.

TASC will provide appropriate notices to participants in a format and manner that is consistent with federal or state law and regulations pertaining to continuation. TASC will be entitled to assume that all the covered persons reside at the address of the employee provided by the Plan Sponsor, unless the Plan Sponsor provides alternative addresses. TASC will monitor the following deadlines, election periods, premium payment grace periods, COBRA enrollment requests, and Social Security extension requests. TASC does not have the discretion under this Agreement to allow any exceptions to legally established deadlines. TASC will retain the 2% administrative fee charged to participants for continuing coverage.

The Plan Sponsor has the responsibility to review the monthly reports sent to the Plan Sponsor by TASC and reports that are available on line to ensure data has been received and COBRA election notices sent. These reports are also notices indicating enrollment changes that are needed for participants, which can include reinstatements, terminations, and plan changes. The Plan Sponsor will make the necessary changes in a timely manner to effectuate coverage with the applicable insurance carrier or third party administrator, unless an alternative enrollment communication arrangement has been made and agreed upon between the parties. In cases where the Plan Sponsor is making the enrollment changes with the insurance carrier or third party administrator, TASC will not have any liability for any losses including premium or claims payments due to a Plan Sponsor's failure to make the enrollment changes when the enrollment change was communicated to the Plan Sponsor by monthly reporting or an alternative agreed upon method. In cases where TASC has agreed to make the enrollment changes with the insurance carrier or third party administrator, TASC will not have any liability for any losses including premium or claims payments for a period beginning thirty (30) days after the enrollment change was communicated to the Plan Sponsor by monthly reporting or an alternative agreed upon method.

Plan Sponsors who are 'small employers' as defined by applicable State law may, under the federal Affordable Care Act ("ACA"), have a premium rating method that can include: age bands that may require mid plan year premium rate changes; a differential for smoking tobacco products; a differential for geographical location; and itemized billing by the insurance carrier for each person covered under a membership. Unless another method of administration is agreed upon, the Plan Sponsor will need to send to TASC the actual individual rates billed by the insurer for each person who is covered under the Plan (employee, covered spouse and dependents as indicated on the carriers itemized bill) on the day before a COBRA Qualifying Event, or State event if State Continuation services are provided under this Agreement. This will be an additional data item required for the continuation administration, and all of the terms of this Agreement addressing data submission will apply. TASC will not be responsible for any excise tax, penalty, premium, or claims costs, due to failing to send a timely Election Notice when the data forwarded by the Plan Sponsor did not include the actual individual rates. The Plan Sponsor will notify TASC of any mid-year premium rate change required by the premium rating method when applicable to their Plan. TASC will have no liability for any premium losses due to the failure to send new coupons with the increased rate, except when timely notice of the change has been received from the Plan Sponsor.

#### **FMLAMatters**

The Plan Sponsor agrees, as is necessary for TASC to complete its responsibilities herein, to provide TASC with the following information. The Plan Sponsor understands they are responsible for notifying TASC when certain qualifying events occur, and that TASC 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 three (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 TASC if an employee who has been out on leave has returned to work. The Plan Sponsor must provide to TASC and keep TASC 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 TASC 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 TASC of any newly acquired locations, in order to ensure compliance with FMLA administration, 3) Advise TASC of any divested location (closing or sale to separate organization) that affects FMLA administration, 4) Provide TASC with current information regarding all benefit programs; providers rates and other pertinent information. TASC and the Plan Sponsor agree to the terms that are described in the FMLAMatters Client Administrative Portfolio (including State Family and Medical Leaves if subject), and accept the responsibility to perform the functions that are listed in the above paragraph.

#### **ERISAEdge**

The Plan Sponsor agrees, as is necessary for the TASC to complete its responsibilities herein, to timely provide the TASC with all applicable Plan and Benefit information to include any insurance certificates, ASO certificates, plan summaries and the like needed for incorporation in the Plan Document/Summary Plan Description. The Plan Sponsor will make any and all determinations and disclosures as to their membership in a controlled group of corporations, a group of businesses or trades under common control or an affiliated services group. The determination of whether such group can be included in a single plan document or multiple plan documents and any resulting Form 5500 obligation(s) will rest solely with the Plan Sponsor. The Plan Sponsor is responsible for making the determination as to the filing of any delinquent Form 5500 returns, including plan year for which any return is required and the number of plans in place during the period of delinquency. The Plan Sponsor is responsible for the payment of any fines and penalties which may arise in connection with any of delinquent returns, unless the delinquency status of a return is due to TASC negligence or failure to perform and all of the required data was delivered to TASC no less than fifteen (15) business days prior to the filing due date. The Plan Sponsor or its agent will timely provide the information necessary to complete the applicable Form 5500 return, including participant counts and any applicable Schedules and or auditor reports needed for the completion of the return. The Plan Sponsor understands they are responsible for notifying the TASC in a timely manner when certain plan changes occur. The Plan Sponsor understands that Plan Documents/Summary Plan Descriptions provided are lawyer authored boilerplate legal documents designed to fulfill the Plan Document and SPD requirements under the Employee Retirement Income Security Act (hereafter ERISA). These Plan Documents/SPDs are not customizable for governmental plans, church groups or other entities exempt from ERISA. Customization of the document is limited to a standard set of required information and may not meet the needs of plan sponsors with complex plan designs and/or funding arrangements or those requiring customization above and beyond the standard set of required information and at a level usually provided by contracted legal counsel. The Plan Documents/SPDs provided are written for health and welfare plans subject to ERISA. Pension and retirement plans are outside the scope of this product.

#### **TASC PCORI Compliance**

The TASC PCORI Compliance Product will assist you in completing federal tax Form 720, *Quarterly Federal Excise Tax Return*, to report under the Affordable Care Act the patient-centered outcomes research (PCOR) fee on health plans. Tax is not a Tax Preparer under the federal rules and can only assist you in completing the Form 720. The Plan Sponsor will file Form 720.

#### **TASC HIPAA Compliance**

The TASC HIPAA Compliance Product is intended to assist the Plan Sponsor in establishing and documenting compliance with federal privacy and security rules as mandated by HIPAA and HITECH. TASC is not engaged in rendering legal or accounting services, and no such service or advice is being offered in this product. When seeking such legal advice or other expert assistance, a competent professional should be engaged. If you self-administer your self-funded plan(s) and maintain medical records for claims purposes then this product will not bring you into compliance with the HITECH Security requirements

#### **TASC GiveBack**

TASC will place the Plan Sponsor on the TASC GiveBack Platform with included services and any additional services as selected by the Client. TASC shall use ordinary care and due diligence in the performance of its duties under this Agreement and provide timely administration and management of the Give Back Plan as outlined in the applicable product administration manual and/or materials incorporated by express reference to this Agreement.

This Agreement for GiveBack will renew automatically. Either party may terminate this Agreement with thirty (30) days written notice. If services are terminated under this Agreement, the Employer will be responsible for providing any outstanding services required under the Plan.

Either party may terminate this Agreement due to a default by giving the defaulting party ten (10) day written notice of the termination. If the non-defaulting party allowed a thirty (30) day cure period the ten (10) day written notice will be at the end of the cure period.

### **SECTION III**

The following terms and conditions shall apply to all Plans.

#### **Execution and Delivery**

The Plan Application is incorporated herein by reference and 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 this Agreement will become effective when the Plan Application is signed by a representative of the Plan Sponsor. 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/Plan Sponsor and TASC.

#### **Governing Law**

This Agreement shall be construed, governed by, and enforced in accordance with the internal laws of the State of Wisconsin without giving effect to the principles of comity or conflicts of laws thereof.

#### **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, except by written agreement of duly authorized representatives of TASC and the Plan Sponsor.

#### **Attorneys' Fees**

In any action at law or in equity to enforce any of the provisions or rights under this Agreement, the non-prevailing party in such litigation, as determined by the court in a final judgment or decree, shall pay to the prevailing party or parties all costs, expenses and reasonable attorneys' and accountants' fees incurred therein by such party or parties (including without limitation such costs, expenses and fees on any appeals), and if such prevailing party shall recover judgment in any such action or proceeding, such costs, expenses and fees shall be included as part of such judgment.

**Notices**

Any notice, demand or other communication required or permitted to be given to either party to this Agreement shall be in writing and shall be either personally delivered by hand or delivered by prepaid courier or sent by electronic means such as facsimile, telex or electronic mail. Any notice personally delivered or delivered by courier shall be deemed received upon delivery. Any notice sent by electronic means shall be deemed received upon the date the sending terminal confirms that the notice was received. The address to which communications shall be sent to the Plan Sponsor is identified in Section 1 of the Plan Application. Either party may change its address by giving written notice to the other party as provided in this subsection.

**Assignment**

This Agreement may be assigned, delegated, or transferred without the prior written consent of either party unless a party makes a reasonable claim that the performance of obligations under the Agreement will not be honored. The assigning party will provide a notice of assignment including information identifying the assignee within thirty (30) days of the assignment. A reasonable claim that the performance of obligations under the Agreement will not be honored must be received within fourteen (14) days of the date of the assignment notice described in this paragraph. Notwithstanding, such consent shall not be necessary in the context of an acquisition by asset sale, merger, change of control or operation of law. This Agreement shall be binding on any successors, assigns and subcontractors of the parties authorized under this Agreement.

**Waiver**

The failure of either party at any time to require performance or observance by the other party of any term or condition of this Agreement shall not affect the full right to require such performance or observance at any subsequent time. Further, no single or partial waiver of any right, power or privilege will preclude any other or further exercise of any other right, power or privilege.

**Severability**

If any term or condition of this Agreement is held to be invalid or unenforceable by reason of any statute, rule of law or public policy, all other terms and conditions of this Agreement shall remain in full force and effect as if this Agreement had been executed with the invalid or unenforceable portion eliminated.







**BUSINESS ASSOCIATE AGREEMENT**  
*(Retain for your records)*

**RECITALS**

**WHEREAS**, Covered Entity is a group health plan ("Plan") and wishes to engage the services of Business Associate with respect to certain administrative aspects of the Plan as more specifically set forth in a Service Level Agreement ("SLA");

**WHEREAS**, Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of the SLA, some of which may constitute Protected Health Information ("PHI") (defined below).

**WHEREAS**, Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the SLA in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

**WHEREAS**, as part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require Covered Entity to enter into a contract containing specific requirements with Business Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Agreement.

**NOW THEREFORE**, in consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

The general terms and conditions attached hereto are incorporated herein and deemed part of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement as of the date first written above.

**BUSINESS ASSOCIATE:**

**TOTAL ADMINISTRATIVE SERVICES CORPORATION (TASC)**

By: A handwritten signature in blue ink that reads "Richard Jones Esq." with a stylized flourish at the end.

Print Name: Richard Jones, Esq.

Title: Staff Attorney

## Definitions

### Catch-all definition:

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

### Specific definitions:

- (a) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean TASC.
- (b) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the Plan Sponsor identified on the attached Group Application and Service Level Agreement.
- (c) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

## Obligations and Activities of Business Associate

Business Associate agrees to:

- (a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;
- (b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;
- (c) Report to covered entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;
- (d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;
- (e) Make available protected health information in a designated record set to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.524;
- (f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;
- (g) Maintain and make available the information required to provide an accounting of disclosures to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.528;
- (h) To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and
- (i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

## Permitted Uses and Disclosures by Business Associate

- (a) Business associate may only use or disclose protected health information as required and limited by the Service Level Agreement between the parties.
- (b) Business associate may use or disclose protected health information as required by law.
- (c) Business associate agrees to make uses and disclosures and requests for protected health information consistent with covered entity's minimum necessary policies and procedures.
- (d) Business associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity.
- (e) Business associate may use protected health information for the proper management and administration of the business associate or to carry out the legal responsibilities of the business associate.

(f) Business associate may disclose protected health information for the proper management and administration of business associate or to carry out the legal responsibilities of the business associate, provided the disclosures are required by law, or business associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies business associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(g) Business associate may provide data aggregation services relating to the health care operations of the covered entity.

#### **Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions**

(a) Covered entity shall notify business associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect business associate's use or disclosure of protected health information.

(b) Covered entity shall notify business associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect business associate's use or disclosure of protected health information.

(c) Covered entity shall notify business associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect business associate's use or disclosure of protected health information.

#### **Permissible Requests by Covered Entity**

Covered entity shall not request business associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by covered entity.

#### **Term and Termination**

(a) Term. The Term of this Agreement shall be effective with the Service Level Agreement, and shall terminate on the date the covered entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause. Business associate authorizes termination of this Agreement by covered entity, if covered entity determines business associate has violated a material term of the Agreement.

(c) Obligations of Business Associate Upon Termination.

Upon termination of this Agreement for any reason, business associate, with respect to protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, shall:

1. Retain only that protected health information which is necessary for business associate to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to covered entity or, destroy the remaining protected health information that the business associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as business associate retains the protected health information;
4. Not use or disclose the protected health information retained by business associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at above which applied prior to termination; and
5. Return to covered entity or, destroy the protected health information retained by business associate when it is no longer needed by business associate for its proper management and administration or to carry out its legal responsibilities.

(d) Survival. The obligations of business associate under this Section shall survive the termination of this Agreement.

#### **Miscellaneous**

(a) Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

(b) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

(c) Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.