



Employers are fighting a never-ending battle to comply with evolving federal requirements and deadlines. It's a lot to manage and can be costly.

TASC can help you stay protected all year, every year with our wide selection of Compliance Services to handle the work and worry for you. Let TASC be the compliance expert so you don't have to.

And for a comprehensive solution with bundled pricing, our **TASC Suites** offer eight different pre-packaged bundles of the services listed below. Get more services with one simple price, one onboarding, and one invoice!

## 20-49 Employees

### Mandatory Requirements / TASC Services:

- ERISA
- Annual ERISA & ACA Notices
- Annual Medicare Part D Notice
- HIPAA (if FSA, HRA or self-insured Medical plan and managed by a third party)
- ACA Employer Reporting (self-insured)
- COBRA

### Additional TASC Services:

- FSA
- HRA
- HSA
- PayPath
- Premium Only Plan (POP)

### All TASC Service Offerings Include:

- MyService Center – online client access to plan activity
- Dynamic web portals with 24/7 access
- Online enrollment and plan management
- No ties to any insurance product
- Free monthly webinars for compliance and/or training
- Outstanding customer service (via IVR, web, and phone)

### ERISA Compliance

- Document Preparation:
  - Plan Document and Summary Plan Description (SPD) known as a Wrap Plan or Mega-Wrap Plan
  - IRS Form 5500 and associated schedule(s); secure software for uploading to DOL
  - Summary Annual Report (SAR)
  - Summary of Material Modification (SMM)
- Prepares required ERISA Notices for eligible employees
  - ERISA and ACA Notices (optional – additional fee)
  - Medicare Part D Notices (optional – additional fee)
- Provides assistance during a DOL audit
- Provides amendments due to regulatory updates
- Maintains required records for the mandated amount of time
- Provides guidelines for disclosing information

### ERISA and ACA Notices

- If your Plan is Grandfathered, the following Health Plan Notices are required:
  - Grandfathered Model Notice
  - WHCRA Notice (Women's Health and Cancer Right Act)
  - CHIPRA Notice (Children's Health Insurance Program Reauthorization Act)
  - HIPAA Special Enrollment Rights Notice
- If your Plan is Non-Grandfathered, the following Health Plan Notices are required:
  - Patient Protection Notice – Choice of Providers
  - WHCRA Notice (Women's Health and Cancer Right Act)
  - CHIPRA Notice (Children's Health Insurance Program Reauthorization Act)
  - HIPAA Special Enrollment Rights Notice

### Medicare Part D Notice

- Assists in compliance with Medicare Part D requirements
- Removes burden of researching and creating documentation
- Fosters peace of mind
- Helps employers avoid fines and penalties
- Provides easy to understand materials and directions

### HIPAA Compliance

- Delivers compliance with HIPAA requirements and regulations for self-funded plans
- Alleviates the burden of researching compliance needs, creating documentation, and more
- Can assist in avoiding fines and penalties with changing regulations
- Provides easy-to-understand materials and directions for maintaining compliance with HIPAA Privacy and Security rules

### ACA Employer Reporting

- Provides tools to determine if you are an ALE, meets the minimum essential requirements, and what transitional relief is available
- Tracks variable hour employees; if they become full-time during any month of the year they must be offered health coverage
- Compiles employee and health coverage information for reporting to the IRS and your employees
- Completes required IRS Forms and assists with filing and distribution
- Includes an Audit Guarantee

### COBRA Compliance

- Assumes full responsibility for all required administrative procedures and regulations
- Easy-to-understand account reports to monitor your COBRA activities
- Easy enrollment with a simple set-up kit helps you establish your Plan
- Employee ACH for online premium payments and immediate on-screen confirmation
- Customized "on hold" messaging for Continuees

### Premium Only Plan (POP)

- Plan enrollment and implementation with a simple set-up kit (online or paper) including administration manual and quick reference guide
- Plan design consultation and review, including Section 125 Plan Document, SPD, annual Non-Discrimination assessment
- Client communications including TASC blogs and newsletter
- Includes an Audit Guarantee



## TASC Compliance Services Hold Harmless Clause

TASC provides one of the best, if not the best, protection packages in our industry. We include a Hold Harmless clause in each Service Agreement and a total aggregate liability of one million dollars, setting TASC apart from competitors as a service provider that stands behind our services.

The legal details of our Hold Harmless clause are defined and limited in our Service Level Agreement (“Agreement”) attached to our Client Plan Application, and also included below for quick reference.

### **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.

**Audit Guarantee:** An exclusive TASC feature provided as part of our FlexSystem FSA and HRA plans, stating that TASC Clients and Plan Participants are protected from penalties or interest on taxes as the result of TASC plan design.

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The information in this communication is confidential and may only be used by the authorized recipient for its intended purpose. Any other use or disclosure is prohibited. To the extent allowed by law, TASC intends to recoup any value lost by an unauthorized use or disclosure including the TASC profits that may have been lost or the profits made by the disclosing party.

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