

### ACA Support & Filing Services

AGENCY NAME:	EMPLOYER GROUP:
Agency Primary Contact (name, email & phone)	Primary Contact (name, email & phone)

**Billing Contact (name, email & phone)**

### Per form Filing Cost (Federal/State E-File & Print/Mail)

Group Size	Off peak/Refiling Per form Cost	Peak
1-50	\$7.89	\$8.89
51-100	\$6.93	\$7.93
101-250	\$5.89	\$6.89
251-500	\$4.98	\$5.89
501+	\$3.54	\$5.00

<input type="checkbox"/> <b>1094/1095 Support &amp; Filing Costs (Active Group)</b> <b>For groups <u>actively</u> using Employee Navigator year-round</b>  <p style="color: red; text-align: center;">_____ Number of Benefit Eligible Employees?</p> <ul style="list-style-type: none"> <li>\$375.00 One Time Setup Cost</li> </ul> <p><i>Example 1: 550 life Group actively using Employee Navigator year-round, with plans currently set up for all of 2019. Review of Set up cost of \$375 will be assessed + \$3.54 per employee form. Cost is \$375+ \$3.54 x 550= \$2322.00</i></p> <p><small>*Peak = 2 weeks prior to filing deadline.</small></p>	<input type="checkbox"/> <b>1094/1095 Support &amp; Filing Costs (Non-active Group)</b> <b>For groups <u>not actively</u> using Employee Navigator year-round</b>  <p style="color: red; text-align: center;">_____ Number of Benefit Eligible Employees?</p> <ul style="list-style-type: none"> <li>\$750.00 One Time Setup Cost</li> </ul> <p><i>Example: 550 life Group not actively using Employee Navigator year-round; set up is for ACA purposes only. Setup cost of \$750 will be assessed + \$3.54 per employee form. Cost is \$750 + \$3.54 x 550 = \$2,697.00.</i></p> <p><small>*Peak = 2 weeks prior to filing deadline.</small></p>
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**Re-filing Costs:** If any forms need to be re-filed due to incorrect data, BBS will assess the afore mentioned refiling fee as outlined in the fees chart above per form. If re-filing is on the deadline date, the peak pricing will apply. *Example: If we file 200 forms and 5 are returned due to data mismatch, at the time of re-filing fees will be assessed for the 5 forms that are to be re-filed.*

### BBS Support & Filing Services

- BBS will work with employer and/or broker to troubleshoot rejected forms and take the necessary steps for refiling.
- Prior plan year set up (Low cost plan only)
  - Employee demographics upload (active and terms)
  - ACA Settings
    - Measurement Periods
    - ACA Classifications
    - ACA Plan assignment
    - Safe Harbor plan assignment
    - Employer Information to include business units for multiple tax id's
    - Generating of form data within EN
  - Audit Data prior to sending to HR/Broker for review of data
  - Transmit data to Nelco
  - Pay filing fees and complete filing
  - Pull PDF forms out of Nelco

- Assistance/Support with troubleshooting line 14-16 code issues and unaffordable coverage offers

**HR/Broker Responsibilities**

- Audit data prior to BBS transmitting to Nelco

**Terms & Agreement**

**Hold Harmless**

Client will be solely responsible to supply Broker Builder Solutions all information, materials, data, and documents necessary to perform the Services agreed under this Agreement. Client acknowledges and agrees that the accuracy of the enrollment data supplied to Broker Builder Solutions, LLC is the sole responsibility of the Agency and Employer Group. Broker Builder Solutions, LLC shall not be held responsible for the production of inaccurate enrollment data, if the enrollment data provided by the Agency and/or Employer Group is inaccurate.

During the term of this Agreement, the Client, or otherwise established Billing Contact, shall pay Broker Builder Solutions for its Services under this Agreement based on the attached fee structure. Services added during the term of this agreement will be priced in accordance with the fee structure. Requests for additional services are to be completed via Broker Builder Solutions LLC, company website: brokerbuildersolutions.com > Implementation Forms > Applicable Checklist. All requests made on the website act as an extension of this agreement.

**Termination:**

- Broker Builder Solutions or the Client may terminate this Agreement for convenience by providing thirty (30) days written notice ("Termination Notice") to the other party.
- If a party violates its obligations to be performed under this Agreement, the other party may terminate the Agreement by sending a thirty (30) days' notice in writing. Upon receiving such notice, the defaulting party shall have thirty (30) days from the date of such notice to cure any such default. If the default is not cured within the required thirty (30) day period, the party providing notice shall have the right to terminate this Agreement.

**Fees**

**The Client will be billed the 1st of the month following receipt of the completed contract and payment shall be due upon receipt.** Payment may be sent via check, via ACH to the account provided via the invoice, or via credit card, accessible through the company website for a fee.

Failure to complete payment after **60 days from the due date** places the Client under a credit hold. Credit holds cease progression on any ongoing tasks for the Client.

Fees from the Client's software provider are the sole responsibility of the Client and/or Billing Contact. **Should the Client choose to suspend work order, once build has begun, the Client remains responsible for cost associated with build.**

**Rush Fee:** Fee applies if build is needed sooner than our normal turnaround time. Cost will vary between \$500 - \$1500 dependent upon group size and expected build date. BBS will confirm the actual cost prior to accepting the build request.

**SIGNATURE**

**Agency**

Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

**Broker Builder Solutions, LLC**

Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_