

**ACA Support & Filing Services Setup Form**

<b>BROKER AGENCY NAME:</b>	<b>EMPLOYER GROUP NAME:</b>
<b>Primary Contact (name, email &amp; phone)</b>	<b>Primary Contact (name, email &amp; phone)</b>
<b>Billing Contact (name, email &amp; phone)</b>	

**Select One Option**

Employee Navigator Platform Users Only	Non-Employee Navigator Platform Users
<input type="checkbox"/> Group uses ENAV year-round <input type="checkbox"/> Group Uses ENAV but did not use it year-round  <input type="text"/> Number of Full-time Employees (per eligible 1095 form)? <input type="text"/> What State Will Your Company Be Filing In?	<input type="checkbox"/> Group Does Not Use Employee Navigator What enrollment platform does the group use? <input type="text"/>  <input type="text"/> Number of Full-time Employees (per eligible 1095 form)? <input type="text"/> What State Will Your Company Be Filing In?

**Cost: \$750.00 Annual Administrative Cost + Per Form Filing**

Example: A group with 550 F/T eligible employees will incur an administrative cost of \$750.00 + per form filing cost of \$3.61 per form.

**Federal E-File/State E-File/ Recipient Mail & Online Retrieval  
BBS Per form Filing Cost**

Group Size	Off Peak/Refiling Per Form Cost	Peak Costs *
1-50	\$8.09	\$9.09
51-100	\$7.10	\$8.10
101-250	\$6.04	\$7.04
251-500	\$5.09	\$6.09
501+	\$3.61	\$4.61

**BBS per form filing costs includes up to 25 flags due to unaffordable/non qualifying coverage. 26+ additional flags will incur an excessive flag cost (see table below).**

Re-filing Costs: If any forms need to be re-filed due to incorrect data, BBS will assess the re-filing 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.

\*Peak Filing Costs: Peak costs begin within 2 weeks of the filing date + \$500 Rush Fee.

**Excessive Flag Costs**

If more than **25** unaffordable/non qualifying Flags occur, an additional flat cost will apply.

- Example #1: If a group has 32 unaffordable/non qualifying flags an additional flat cost of \$250.00 will apply.
- Example #2: If a group has 25 unaffordable/non qualifying flags, no additional cost will apply.

# Of Excessive Flags	Additional Cost
<b>26-75</b>	<b>\$250.00</b>
<b>76-150</b>	<b>\$500.00</b>
<b>151-225</b>	<b>\$925.00</b>
<b>226-325</b>	<b>\$1,300.00</b>
<b>326-500</b>	<b>\$2,065.00</b>
<b>501+</b>	<b>TBD</b>

### 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
- Audit Data prior to sending to HR/Broker for review of data
- Transmit data to Nelco and pay filing fees, complete filing
- Pull PDF forms out of Nelco
- Assistance/Support with troubleshooting line 14-16 code issues and unaffordable coverage offers

**Human Resources/Benefits Broker Responsibilities:** Audit data prior to BBS transmitting to Nelco

**Important:**

- It is recommended that all forms and Employer information be audited for accuracy prior to e-filing.
- Common IRS form rejections are due to invalid company name/tax id combination and invalid employee name/SSN combination. Please be sure to validate that all information for the company and employees are accurate.
- BBS will not be held liable for re-filing fees due to data that it not audited by the client prior to filing.
- BBS highly recommends that you have an auditing solution in place; let us know if you do not.
- While BBS will provide guidance as it pertains to expected codes/code overrides, we have provided information based upon our understanding. Additional questions should be directed to your tax expert or compliance expert.

### Terms and 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](http://brokerbuildersolutions.com) > Forms > Applicable Checklist. All requests made on the website act as an extension of this agreement.

**Confidentiality**

Broker Builder Solutions, LLC while performing the Services hereunder, may gain access to certain confidential or proprietary information of the Client. Such "Confidential Information" shall include all information concerning the business, affairs, products, marketing, systems, technology, customers, end-users, financial affairs, and enrollment data belonging to the Client and any data, documents, discussion, or other information developed by Broker Builder Solutions, LLC hereunder and any other proprietary and trade secret information of Client whether in oral, graphic, written, electronic or machine-readable form. Broker Builder Solutions, LLC agrees to hold all such Confidential Information of the Client in strict confidence and shall not, without the express prior written permission of Client, (a) disclose such Confidential Information to third parties; or (b) use such Confidential Information for any

purposes whatsoever, other than the performance of its obligations hereunder. The obligations under this Section shall survive termination or expiration of this Agreement.

**Termination:**

- a) 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.
- b) 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 Billing Party will be billed the 1st of the month following receipt of the completed Setup form and/or ACA Checklist 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 or Agency's software provider are the sole responsibility of the Client and/or Agency. 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.

**BBS Client Signature**

**Print Name:** \_\_\_\_\_

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

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_