

Late Year 1094 1095 Service Agreement

Between:

Client

and

Diversified Administration, Inc.
Service Provider

This Late Year 1094 1095 Service Agreement (the "Agreement") is made as of the _____ day of _____, 20____ by and between _____ (the "Client"), located at _____ and Diversified Administration, Inc., the "Service Provider"), located at 6600 Taft Street, Suite 304, Hollywood, Fl. 33024 (collectively the "Parties").

WHEREAS, Service Provider provides 1094 1095 consulting, preparation and E-Filing services for the past year(s) of _____;

WHEREAS, Client has determined that the Client requires the expertise of a specialized service provider to provide Services, as defined in this Agreement described herein; and

WHEREAS, Service Provider is a knowledgeable and experienced provider of Services described herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the Parties hereto agree as follows:

1. **Definitions.**

For purposes of this Agreement, the following terms shall have the meanings set forth below:

- 1.1 **"Agreement"** shall mean this Agreement and any Addendums or Attachments hereto, as each may be amended from time to time.
- 1.2 **"Client Data"** shall mean any data or information of Client that is provided to or obtained by Service Provider in connection with the negotiation and execution of this Agreement, or the performance of Service Provider's obligations under this Agreement, which is limited to collecting and processing the employee data, coverage, payroll and other information necessary to complete the 1094 and 1095 forms.
- 1.3 **"Effective Date"** shall mean the date this Agreement applies to the Services to be delivered as specified in the Addendum(s).
- 1.4 **"Force Majeure Event"** shall mean any act or event or circumstance beyond the reasonable control of either Party, including natural disasters, riots, war, terroristic activity, civil disorder, court orders, acts or regulations of governmental bodies, labor disputes affecting Service Provider's employees, health crisis such as epidemics and pandemics, or failures or fluctuations in electrical power, heat, light, air conditioning or telecommunications equipment or lines or other equipment failure, and which it could not have prevented by reasonable precautions or could not have remedied by the exercise of reasonable efforts, provided that the exercise of such reasonable precautions or reasonable efforts will not require the incurrence of any additional cost or expense.
- 1.5 **"Services"** shall mean, collectively, the professional services contained in the Addendum(s) to this Agreement, as may be amended from time to time.

2. Services and Responsibilities/Duties.

- 2.1 Services to be Performed. Service Providers' services for purposes of this Agreement shall be to prepare and E-File the 1094 and 1095 Forms as required by Internal Revenue Code Section 6056. The Services to be provided by Service Provider under this Agreement are specifically enumerated in the Addendum(s) attached to this Agreement. It is agreed that Service Provider will perform its duties and obligations assumed hereunder as a provider of Services to the Client and agrees to do so in accordance with the terms of this Agreement. If Services include benefit plan administration services, it is also understood and agreed that the Service Provider will not be a named fiduciary with respect to such Services.
- 2.2 Obligations of Service Provider. Service Providers' responsibilities and duties for services under this Agreement are specifically enumerated in the Addendum(s) attached to this Agreement.
- 2.3 Obligations of Client.
- (a) Client shall take any and all necessary action and execute any and all necessary documents to authorize Service Provider to perform its functions and duties pursuant to this Agreement.
 - (b) Client agrees to provide Service Provider with the information and/or documentation requested by Service Provider upon request, as this is necessary for Service Provider to fulfill the terms and conditions of this agreement.
 - (c) Client agrees to timely remit all funds due to Service Provider for services provided and/or to fund benefit and payroll obligations, as applicable. Client affirms that this agreement is not in effect until both the signed agreement and the implementation fee have been received by the Service Provider.
 - (d) Any additional Client responsibilities and duties relating to specific services to be provided by Service Provider under this Agreement are enumerated in the Addendum(s) attached to this Agreement.
 - (e) Client agrees to provide at least 2 contacts to Service Provider to facilitate the exchange of information necessary for the timely and accurate preparation of the 1094 and 1095 forms.

3. Payment for Services.

- 3.1 Payment for Services. In consideration for the performance of the Services, Client shall pay to Service Provider the fees in the amount as set forth in the fee schedule attached to this agreement, which fees will be subject to periodic adjustment in the manner and to the extent indicated therein.

- 3.2 Taxes. Each of the Parties shall be responsible for its own taxes, duties and assessments imposed in connection with this Agreement. As of the Effective Date of this Agreement, neither of the Parties is aware of any taxes, duties or assessments imposed in connection with this Agreement.

4. Term and Termination.

- 4.1 Term. Services pursuant to this Agreement shall commence as specified in the attached Addendum(s) and shall be in effect for the agreed upon number of reporting periods, each of which is one full calendar year.

- 4.2 Renewal. This Agreement shall not automatically renew.

- 4.3 Termination. This Agreement may be terminated as follows:

- (a) By either Party for reasonable cause upon thirty (30) days written notice stating such reasonable cause, including but not limited to:
 - (i) If either Party is suspended or restricted from performance by Federal or State regulatory authority.
 - (ii) If there is a change in Federal statutes or regulations which eliminate or substantially modify the requirements for services performed under this Agreement.
- (b) By either Party upon written notice following any material breach of this Agreement by the other Party, and such breach has not been remedied within thirty (30) days following such other Party's receipt of notice of such breach from the terminating Party; provided, however that if Client remains in arrears on its payment of fees for more than thirty (30) days after receiving written notice from Service Provider that it is in arrears, then Service Provider shall have the right to terminate the Agreement upon two (2) weeks' written notice;
- (c) By either Party, effective as of a date specified in the termination notice, upon written notice in the event that the other Party is the subject of any proceedings relating to its liquidation, insolvency or for the appointment of a receiver or similar officer for it, makes an assignment for the benefit of all or substantially all of its creditors or enters into an agreement for the composition, extension or readjustment of all or substantially all of its obligations subject to Title 11 of the United States Code and similar provisions of other national laws that may be applicable to either party concerning bankruptcy or insolvency, provided, however, that no representation or warranty is made that this Section 4.3(c) is enforceable in any case under Title 11 of the United States Code or other applicable law or that the sending of a notice of termination is permitted under 11 U.S.C. Section 362 or other applicable law.
- (d) Upon termination, Client shall forfeit any implementation fee and be responsible to pay Service Provider for any fees or charges related to any services provided before the agreed date of termination. Service Provider will

provide the Client with an invoice which will an account for all outstanding fees or charges and Client shall pay Service Provider such amounts within thirty (30) days of the receipt of such invoice.

5. Client Data.

- 5.1 Client Ownership of Client Data. Client Data is and shall remain the property of Client. Service Provider shall promptly deliver Client Data (or the portion of such Client Data specified by Client) to Client in the format and on the media prescribed by Service Provider (i) at any time at Client's request, (ii) at the end of the Term, or (iii) with respect to particular Client Data at such earlier date that such data are no longer required by Service Provider to perform the Services. Thereafter, only if requested by Client, Service Provider shall return or destroy, as directed by Client, all copies of the Client Data in Service Provider's possession or under Service Provider's control as soon as possible, but in any event within ten (10) business days and deliver to Client written certification of such return or destruction signed by an authorized representative of Service Provider. Service Provider shall not withhold any Client Data as a means of resolving any dispute. Client Data shall not be utilized by Service Provider for any purpose other than as permitted by the Addendum(s), to the extent applicable and the performance of Services under this Agreement or for use by Service Provider in formal dispute resolution proceedings that may arise between the Parties pursuant to this Agreement. Client Data shall not be sold, assigned, leased, encumbered or commercially exploited or otherwise provided to third parties by or on behalf of Service Provider. Service Provider shall promptly notify Client if it believes that any use of Client Data by Service Provider contemplated under this Agreement or to be undertaken as part of the Services is inconsistent with the foregoing.
- 5.2 Maintenance of Documents. All Client Data shall be maintained by Service Provider for the Term of this Agreement and no less than six (6) years thereafter, unless delivered to Client or destroyed as permitted by this Agreement.

6. Confidential Information.

6.1 Confidentiality.

- (a) Confidentiality Obligation. Client and Service Provider each agree to take reasonable precautions to prevent disclosing to any third party (including, without limitation, those precautions taken to protect its own confidential information) and to use only in connection with the Services provided under this Agreement, any and all information about a Party, its business activities and operations, its technical information and its trade secrets furnished by the other pursuant to this Agreement, including but not limited to all information regarding applicable Software and related Materials. No such information will be disclosed by the recipient Party without the prior written consent of the other Party; provided, however, that each Party may disclose this Agreement and the other Party's confidential information to those of the recipient Party's attorneys, auditors, insurers (if applicable), subcontractors and employees who have a need to have access to such information in connection with their employment (or engagement, if applicable) by the recipient Party, so long as the recipient Party requires, in the case of its auditors, that each of them

execute a confidentiality agreement containing terms and conditions no less restrictive than those set forth in this Section 6.1 and advises, in the case of its attorneys, insurers, subcontractors and employees, each such attorney, insurer, subcontractor and employee of the confidentiality obligations set forth in this Section 6.1.

- (b) Agreement Terms. Client further agrees that the terms and conditions of this Agreement are confidential. Neither Party shall, without the express prior written consent of the other Party, disclose any such terms and conditions (including fees) to any other person, firm or corporation except as permitted under this Section 6.1.
- (c) Exceptions. Subject to Section 6.2, Client's and Service Provider's obligations and agreements under this Section 6.1 shall not apply to any information that: (i) was known to the receiving Party prior to its receipt of the information; (ii) is or becomes generally available to the public other than as a result of a breach of this Agreement; (iii) otherwise becomes lawfully available on a non-confidential basis from a third party who is not under an obligation of confidentiality; (iv) is independently developed by the recipient; or (v) is required to be disclosed pursuant to, and only to the extent required by a validly issued judicial or administrative process, including, without limitation, a subpoena or request for documents; provided, however, that in the event that the receiving Party receives a subpoena, request for documents, or other validly issued judicial or administrative process requiring disclosure of confidential information of the other Party, then the receiving Party shall promptly notify the disclosing Party of the receipt of such process and give the disclosing Party an opportunity to obtain a protective order against such judicial or administrative process; provided further, however, that if a protective order is not obtained by the disclosing Party or if the disclosing Party declines to seek such protective order, then the receiving Party shall disclose only such portion of the confidential information that is specifically requested by such judicial or administrative process.
- (e) HIPAA. Notwithstanding the terms and provisions of this Section 6.1, it is superseded by, and controlled by Section 6.2 with respect to protected health information subject to Health Insurance Portability and Accountability Act of 1996 (HIPAA).

- 6.2 Privacy Laws. Notwithstanding any term or provision in this Agreement to the contrary, Service Provider agrees to comply with all state and federal laws and regulations relating to privacy and security of personally identifiable health information including, without limitation, any and all regulations issued under HIPAA, applicable to Service Provider in the performance of the Services. Service Provider shall not use or disclose personally identifiable health information created or received by it on behalf, and as a "business associate" of the Client, except as may be provided in a separate business associate agreement. Client and Service Provider agree that a separate business associate agreement shall be executed between the Parties within Thirty (30) days from the Effective Date of this Agreement. Client and Service provider agree that any conflict between a fully executed business associate agreement and this Agreement will be resolved in favor of the business associate agreement controlling.

7. Indemnification and Limitations on Liability.

7.1 Client Indemnification. Client agrees to defend (or to pay for the defense of), indemnify, and hold harmless Service Provider with respect to any and all liabilities, claims, suits, causes of action, damages, proceedings, assessments, penalties, costs and expenses, arising from or in connection with any of the following:

(a) a breach by Client or its employees, of any representation, warranty or covenant made by Client in this Agreement;

(i) claims for fines, penalties, sanctions, interest or other monetary remedies imposed by a governmental body, or regulatory agency resulting from the Client's failure to perform its responsibilities under this Agreement; or

(ii) a violation by Client of law applicable to Client caused by Client's failure to perform its obligations under this Agreement (other than a violation of law caused by Service Provider's failure to perform the Services in accordance with this Agreement); and

(b) Any other specific provisions as specified in the attached Addendum(s).

7.2 Service Provider Indemnification. Service Provider agrees to defend (or to pay for the defense of), indemnify, and hold harmless Client with respect to any and all liabilities, claims, suits, causes of action, damages, proceedings, assessments, penalties, costs and expenses, arising from or in connection with any of the following:

(a) subject to the limitation of Section 7.3, a breach by Service Provider or its employees, of any representation, warranty or covenant made by Service Provider in this Agreement, or;

(i) claims for fines, penalties, sanctions, interest or other monetary remedies imposed by a governmental body, or regulatory agency resulting from the Service Provider's failure to perform its responsibilities under this Agreement; or

(ii) a violation by Service Provider of law applicable to Service Provider caused by Service Provider's failure to perform its obligations under this Agreement (other than a violation of law caused by Client's failure to perform its obligations in accordance with this Agreement).

(b) Service Provider shall not be responsible for penalties, revisions or amendments required by the Internal Revenue Service based on information provided by Client.

7.3 Limitation on Liability.

- (a) Services. Service Provider shall have no liability or obligation to Client, to the extent caused by: (i) Service Provider's reasonable conduct in accordance with instructions from Client; or (ii) any failure by Service Provider to perform or any delay by Service Provider in performing, the Services in accordance with this Agreement to the extent such failure results from: (a) any Force Majeure Event; (b) any inaccuracy in or omission from any of the information data which is provided to Service Provider by Client or Client's vendors; (c) any act or omission by Client or Client's vendors, including any failure to provide information or services on a timely and accurate basis or in the form or format required hereunder; or (d) any delay in the transmission of any information to Service Provider by Client or Client's vendors.
- (b) Limitation. The total liability of Service Provider to Client for all damages arising out of or related to this Agreement, regardless of the form of action that imposes liability, whether in contract, equity, gross negligence, intended conduct, tort or otherwise, will be limited to and will not exceed, in the aggregate during the entire Term for all claims, actions and causes of action of every kind and nature an amount equal to the amount paid to the Service Provider by the client.
- (c) Exceptions to Limitations. The limitation on liability set forth in Section 7.3 shall not apply to the liability of Service Provider to the extent such liability results from Service Provider's acts of willful misconduct, intentional tortious conduct, and gross negligence in the performance or nonperformance of its obligations under this Agreement.
- (d) Duty to Mitigate. Client has a duty to mitigate the damages that would otherwise be recoverable from Service Provider pursuant to this Agreement by taking appropriate and reasonable actions to reduce or limit the amount of such damages.
- (e) Contractual Statute of Limitations. Except for claims under Section 6.1(b), no claim and demand for mediation or arbitration or cause of action which arose out of an event or events which was first discovered or reasonably should have been discovered by Client more than four (4) years prior to the filing of a demand for mediation or arbitration or suit alleging a claim or cause of action may be asserted by Client against Service Provider.
- (f) Exclusions from Liability. EXCEPT AS PROVIDED IN THIS SECTION 7.2, SERVICE PROVIDER SHALL NOT BE LIABLE TO CLIENT FOR INDIRECT, CONSEQUENTIAL, INCIDENTAL, COLLATERAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, REGARDLESS OF THE FORM OF THE ACTION OR THE THEORY OF RECOVERY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. Representations and Warranties.

8.1 Service Provider.

- (a) Service Provider has obtained, and agrees to continue to maintain, all licenses, authorizations and approvals that are necessary to operate its business. Further, Service Provider represents and warrants that its professional employees shall have all necessary authorizations and licenses that are or may be required by applicable federal and state laws to provide the Services. Service Provider agrees to maintain and require its employees to maintain such authorizations and licenses in good standing during the term of this Agreement. Further, Service Provider represents and warrants (i) that Service Provider complies, and agrees to continue to comply, with all federal and state laws and regulations that Service Provider is required to comply with and that affect the provision of Services; or (ii) that Service Provider will perform Services so as to not cause Client to be in violation of federal and state law and regulations applicable to Client, with respect to which such Services relate.

8.2 Client.

- (a) Client represents and warrants that Client complies, and agrees to continue to comply, with all federal and state laws and regulations that the Client is required to comply with and that affects the provision of the Services.
- (b) Any additional Client representation and warranties relating to specific services to be provided by Service Provider under this Agreement are enumerated in the Addendum(s) attached to this Agreement.

8.3 Disclaimer. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS, CONDITIONS OR WARRANTIES TO THE OTHER PARTY, WHETHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTY OR CONDITION OTHERWISE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

9. Miscellaneous.

9.1 Independent Contractor. The Parties are independent contractors, and this Agreement will not be construed as constituting either Party as a partnership, joint venture, agency or fiduciary relationship of the other, as creating any other form of legal association that would impose liability on one Party for the act or failure to act of the other or as providing either Party with the right, power or authority express or implied) to create any duty or obligation of the other.

9.2 Notices. Any notice to be given hereunder to any Party hereto shall be in writing and delivered personally or by registered or certified national mail service or by any overnight courier service, postage or fees prepaid or electronically, addressed to the respective Party at the address set forth in this Agreement.

- 9.3 Arbitration. Any controversy or claim arising out of or relating to this Agreement or the breach thereof, will be settled by arbitration in Florida in accordance with the Commercial Arbitration Rules of the American Arbitration Association, using three arbitrators, and judgment upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. Any legal or financial services required to resolve any controversy or claim relating to this Agreement shall be paid for by the losing party.
- 9.4 Amendment: Entire Agreement. The Addendum(s) to this Agreement are incorporated herein by reference as if set out herein in their entirety. This Agreement, including the Addendum(s) to this Agreement constitutes the entire agreement between the Parties hereto relating to the subject matter hereof, and supersedes all prior or contemporaneous negotiations, agreements, representations and understandings, whether oral or written, related to the subject matter. This Agreement may be amended only by mutual written agreement of the Parties and no amendment, modification, change, waiver or discharge hereof shall be valid unless in writing and signed by an authorized representative of the Party against which such amendment, modification, change, waiver, or discharge is sought to be enforced.
- 9.5 Section Headings. The Section headings herein are for convenience only and are not intended to affect the meaning or interpretation of this Agreement.
- 9.6 Counterparts. This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the Parties hereto.
- 9.7 Severability. In the event that any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any such provision is held invalid or unenforceable by a court with jurisdiction over the Parties, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement and the application of the challenged provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each such provision shall be valid and enforceable to the full extent permitted by law.
- 9.8 Consents and Approval. Except where expressly provided as being in the sole discretion of a Party, where agreement, approval, acceptance, consent, confirmation, notice or similar action by either Party is required under this Agreement, such action shall not be unreasonably delayed or withheld. An approval or consent given by a Party under this Agreement shall not relieve the other Party from responsibility for complying with the requirements of this Agreement, nor shall it be construed as a waiver of any rights under this Agreement, except as and to the extent otherwise expressly provided in such approval or consent.
- 9.9 Further Assurances. Each Party covenants and agrees that, subsequent to the execution and delivery of this Agreement and without any additional consideration, each Party shall execute and deliver any further legal instruments and perform any acts that are or may become necessary to effectuate the purposes of this Agreement.

- 9.10 Performance of Responsibilities. Except as otherwise provided in this Agreement, each Party covenants that it shall perform its responsibilities under this Agreement in a manner that does not infringe, or constitute an infringement or misappropriation of, any patent, copyright, trademark, trade secret or other proprietary rights of any third party; provided, however, that the performing Party shall not have any obligation or liability to the extent any infringement or misappropriation is caused by (i) modifications made by the other Party or its contractors or subcontractors, without the knowledge or approval of the performing Party; (ii) the other Party's combination of the performing Party's work product or Materials with items not furnished, specified or reasonably anticipated by the performing Party or contemplated by this Agreement; (iii) a breach of this Agreement by the other Party; (iv) the failure of the other Party to use corrections or modifications provided by the performing Party offering equivalent features and functionality, or (v) Third Party Software, except to the extent that such infringement or misappropriation arises from the failure of the performing Party to obtain the necessary licenses or required consents or to abide by the limitations of the applicable Third Party Software licenses. Each Party further covenants that it will not use or create materials in connection with the Services which are libelous, defamatory or obscene.
- 9.11 Covenant of Good Faith. Each Party agrees that, in its respective dealings with the other Party under or in connection with this Agreement, it shall act in good faith.
- 9.12 Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the state of Florida without regard to its conflicts of laws or its principles. In the event any claim or suit is brought in connection with the Service Provider's provision of Services to Client, to submit to the jurisdiction of the state of Florida.
- 9.13 Severability. In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any of the other provisions of this Agreement, and this Agreement shall be construed as if such provision(s) had never been contained herein, provided that such provision(s) shall be curtailed, limited, or eliminated only to the extent necessary to remove the invalidity, illegality, or unenforceability.
- 9.14 Waiver; No Oral Modification. No waiver by the Service Provider of any breach by Client of any of the provisions of this Agreement shall be deemed a waiver of any preceding or succeeding breach of this Agreement. No such waiver shall be effective unless it is in writing signed by the Parties hereto, and then only to the extent expressly set forth in such writing. No modification of this Agreement shall be effective unless it is in writing and signed by the Parties hereto, and then only to the extent set forth in such writing.
- 9.15 No Assignment. No benefit or duty under this Agreement shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge, and any attempt to do so shall be void.

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement by their duly authorized representatives as of the _____ day of _____, 20____.

Client

By: _____

Print: _____

Title: _____

Date: _____

Service Provider

By: _____

Print: _____

Title: _____

Date: _____

Appendix A
SCOPE OF SERVICES PROVIDED

ACA Managed Services

- 1094-C and 1095-C IRS reporting.
- Loading of Employee Data, Healthcare Coverage and Employment data, for the time period being reported, into our software for processing.
- Provide digital PDF copies of all the 1094 and 1095 forms to the primary account contact for distribution to employees
- E-filing of the 1094 and 1095 forms to the IRS by the IRS deadline.
- Assist employers with employee questions-

LATE YEAR ACA Reporting

FEE SCHEDULE

Rates guaranteed through
September 30, 2019

Number of 1095-C Forms
Up to 249
250 to 499
500 to 999
1000 to 1999
2000 or more

Fully Insured	
Implementation	Per Form
800.00	11.00
900.00	10.00
1200.00	9.00
1600.00	8.00
2100.00	6.00

Self-Funded	
Implementation	Per Form
1000.00	13.00
1200.00	12.00
1600.00	11.00
2100.00	10.00
2600.00	9.00

- » If an employer has a Self-Funded plan for at least 1 month during the reported year, then the Self-Funded rate applies.
- » Level and Combination plans are considered Self-Funded plans.
- » The Implementation Fee is due upon sign up.
- » Price Per Form is determined by the number of 1095s processed and the total will be invoiced immediately after E-Filing.
- » Employers with less than 50 1095s, please contact us for details.

Included in our Service:

ACA Consulting, Training Webinars, EmployER and EmployEE Data Gathering Sheets, 1-on-1 Consultation, Data review, Multiple EIN Processing, Code Calculation and Evaluation and E-Filing of All 1094 and 1095 Forms, Letter 226J Guarantee¹.

**THIS IS A LATE FILING
DATA GATHERING SHEETS AND
REQUESTED DOCUMENTS ARE NEEDED ASAP.**

The above fees require the employer and employee data to be submitted in the Excel sheets that we will provide. Data submitted in other formats which require more than minimal manipulation will be subject to a charge of \$100 per hour.

For controlled groups with multiple EINs, each employer with a Federal Tax ID number must file a Form 1094. For each additional 1094 that must be filed, the additional implementation fee will be \$300 if fully insured and \$450 if self-funded for the first additional EIN and \$100 for each additional EIN after the first additional one.

All work performed after the E-Filing will be charged at \$100 per hour. These include, but are not limited to corrections and re-E-Filings due to incorrect data, dealing with the IRS (or related agencies) on the employer's behalf, training, and re-processing of documentation as needed.

If E-Filed data produces an IRS Error Notification, the employer may submit corrections. Re-E-Filed corrections will be charged at the Per Form rate, or \$100 per hour, whichever is greater. There will be a maximum of 2 re-E-Filings. If there are no corrections, there will be no additional charge.

¹ If a Letter 226-J is received from the IRS assessing penalties for the 2019 ACA Reporting, response assistance is available. Any portion of the penalties assessed by the IRS which are directly attributable to Diversified Administration, Inc. will be resolved free of charge.



**Diversified
Administration, Inc.**
Tax Savings For Employers & Employees

Diversified Administration, Inc.
6600 Taft Street, Suite 304
Hollywood, FL 33024
info@div125.com | fb.com/div125
954-983-9970