

**CONTRACT FOR SERVICES BETWEEN
WELLSYSTEMS, LLC AND _____
CONCERNING IRC SECTION 6055 REPORTING
OBLIGATIONS FOR THE 2016 CALENDAR YEAR**

THIS CONTRACT FOR SERVICES (hereinafter referred to as this "Agreement") is made and entered into this _____ day of _____ 2016, by and between WELLSYSTEMS, LLC, a Florida limited liability company (hereinafter referred to as "WellSystems"), whose address is 3000 Bayport Drive, Suite 745, Tampa, Florida 33607, and _____ (hereinafter referred to as the "Participating Entity"), whose address is _____.

R E C I T A L S:

WHEREAS, the Teacher Retirement System of Texas (hereinafter referred to as "TRS"), a Texas public entity, is the trustee of the Texas School Employees Uniform Group Health Coverage Program (hereinafter referred to as the "TRS-ActiveCare Program");

WHEREAS, WellSystems is the enrollment vendor for the TRS-ActiveCare Program;

WHEREAS, the Participating Entity participates in the TRS-ActiveCare Program as a participating entity;

WHEREAS, the Participating Entity represents that it is not an applicable large employer, as defined in applicable federal laws and regulations;

WHEREAS, pursuant to Treasury Regulation § 1.6055-1(c)(2)(ii), through the execution by the Participating Entity of a "Designation of Reporting Responsibilities Under Internal Revenue Code Section 6055" document (hereinafter referred to as the "Designation Form"), the Participating Entity has designated TRS as its designated governmental unit to fulfill all reporting responsibilities under Internal Revenue Code § 6055 for its active employees and COBRA qualified beneficiaries (and their dependents) who are enrolled in one of the PPO plans (currently known as TRS-ActiveCare 1-HD, TRS-ActiveCare Select, and TRS-ActiveCare 2) offered under the TRS-ActiveCare Program, for only the months of enrollment during the 2016 calendar year;

WHEREAS, in its capacity as an independent contractor, WellSystems has agreed to assist TRS with these reporting responsibilities under Internal Revenue Code § 6055; and

WHEREAS, the Participating Entity agrees to remit payment to WellSystems for the services provided by WellSystems concerning the reporting and disseminating obligations for the 2016 calendar year under Internal Revenue Code § 6055 with regard to the Participating Entity's above-noted active employees and COBRA qualified beneficiaries (and their dependents).

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The recitals set forth hereinabove are true and correct in all respects and are incorporated herein by reference fully as if set forth herein.

2. WellSystems will provide assistance with the reporting obligations for the 2016 calendar year under Internal Revenue Code § 6055 with regard to the Participating Entity's active employees and COBRA qualified beneficiaries (and their dependents) who are enrolled in one of the PPO plans offered under TRS-ActiveCare, for the months of enrollment during the 2016 calendar year, generally reportable on Form 1094-B and Form 1095-B (hereinafter jointly referred to as the "Forms") by completing, filing, and disseminating the Forms, as applicable.

a. Accordingly, the Participating Entity hereby acknowledges that WellSystems shall prepare the Forms and, as applicable, file the Forms with the Internal Revenue Service (hereinafter referred to as the "IRS") or disseminate the Forms to the active employees and COBRA qualified beneficiaries of the Participating Entity.

3. The Participating Entity agrees to provide WellSystems with all information reasonably requested to complete WellSystems' services in complying with the requirements of Internal Revenue Code § 6055, if such information is not reasonably available from TRS or to WellSystems as part of any other services WellSystems provides. If the Participating Entity becomes aware that certain information provided to WellSystems is incorrect or inaccurate, it will provide corrected information as soon as possible. It is agreed that WellSystems is not separately analyzing the information it receives for legal compliance, and is relying on the Participating Entity's representation that all information provided by the Participating Entity complies with applicable law.

4. The Participating Entity will be responsible for the accuracy of all information provided to WellSystems (i) by the Participating Entity and/or (ii) by an authorized third-party of the Participating Entity, and WellSystems may rely on such information without independent investigations.

5. It is understood that WellSystems will act in good faith to comply with applicable requirements and will notify the Participating Entity within a reasonable time if it becomes aware of new requirements that require additional or different information from the Participating Entity, but WellSystems is not required to revisit prior calculations or notices based on guidance issued by the IRS after the date WellSystems files the Forms with the IRS or disseminates the Forms to the active employees and COBRA qualified beneficiaries of the Participating Entity.

6. It is agreed and understood that WellSystems is providing this service as a service provider and not as a fiduciary or decision-maker over operations of the TRS-ActiveCare Program.

7. WellSystems agrees to protect information it receives from the Participating Entity and/or from TRS, in accordance with recognized standards applicable to third-party service providers.

8. In consideration for WellSystems preparing, filing, and/or disseminating the Forms for the 2016 calendar year under the terms of this Agreement, the Participating Entity will remit payment to WellSystems for the 2016 calendar year reporting period in the amount of a \$500.00 flat rate for Forms required to be issued and are in fact issued to the IRS and to an active employee or COBRA qualified beneficiary on behalf of the Participating Entity. The Participating Entity will be subject to additional fees of \$1,000 per occurrence for late information delivery and \$1,500 per occurrence for additional file uploads as a result of incomplete data submitted or corrections. Upon agreement acceptance, WellSystems will submit an invoice to the Participating Entity for such payment and the Participating Entity will remit such payment, including all outstanding balances from ACA 2015 reporting period, to WellSystems by January 5, 2017 at WellSystems' address set in Section 9 immediately below. Forms will not be submitted until payment has been received. If resubmissions are required due to updates or incomplete data submissions, additional fees (*e.g.*, \$1,500 per resubmission) must be paid prior to subsequent submissions.

9. Any notice required hereunder will be in writing and will be deemed served when delivered personally, when delivered via certified mail, or when delivered via overnight courier delivery, at the address set forth below unless a more recent address has been provided. Alternatively, either party may provide notice to the other party through the use of an electronic messaging system, directed to an electronic mail address provided below by each party. A copy of each notice shall also be sent to TRS at: Teacher Retirement System of Texas, c/o Chief Health Care Officer, 1000 Red River Street, Austin, Texas 78701.

WellSystems Mailing Address:

WellSystems, LLC
c/o Billing Administration
P. O. Box 3610
Brandon, FL 33509

WellSystems Electronic Mail Address:

WellsystemsACA@wellsystems.com

Participating Entity Mailing Address:

c/o _____

Participating Entity Electronic Mail Address:

Any party may change the address to which notice is to be sent by sending a notice of such change to the other party in accordance with the foregoing requirements.

10. The Participating Entity shall hold harmless WellSystems against, and reimburse WellSystems for, any claims, expenses, demands, suits, actions, judgments, recoveries, losses,

damages, taxes, penalties, fines, fees, legal fees, or costs (including, without limitation, attorney fees) arising out of or related to any civil or criminal claims, demands, causes of action, lawsuits, or governmental enforcement actions, whether brought by a third party or asserted by the Participating Entity, arising out of or related to the Participating Entity's acts and omissions associated with the Participating Entity's obligations under this Agreement.

11. In any legal action brought by the Participating Entity against WellSystems for breach of this Agreement, WellSystems' liability and exposure to the Participating Entity is expressly limited to the amount of the fee (as set forth in Section 8 above) for the 2016 calendar year reporting period the Participating Entity remits to WellSystems for the services WellSystems performs under the terms of this Agreement. Further, the Participating Entity expressly waives any claims against WellSystems' officers, employees, or agents, regardless whether such claims are based in contract, tort, or statute.

12. Any action to enforce, protect, or exercise any rights or obligations under this Agreement shall be brought in the appropriate state or federal court in and for _____ County, Texas.

13. If, for any reason, any provision in this Agreement shall not be authorized by law or will be deemed void for public policy reasons or otherwise, then that provision shall be severable from the remaining provisions which shall continue in full force and effect.

14. This Agreement represents the entire agreement between the parties concerning Internal Revenue Code § 6055 reporting obligations associated with the 2016 calendar year and cancels and supersedes any previous agreements between the parties concerning the 2016 calendar year. Any and all amendments or modifications to same shall be in writing and executed by both parties.

15. The Participating Entity acknowledges that under this Agreement, WellSystems is not providing any services to the Participating Entity with regard to: (i) any reporting obligations under Internal Revenue Code § 6055 concerning the months of the 2016 calendar year when the Participating Entity's active employees and COBRA qualified beneficiaries (and their dependents) are not enrolled in one of the PPO plans available through TRS-ActiveCare; or (ii) any reporting obligations under Internal Revenue Code § 6056.

16. This Agreement will automatically terminate upon the earliest of the following occurrences: (i) upon mutual agreement of the parties; (ii) if either party defaults in the performance of or compliance with any obligation or requirement of this Agreement and such default continues for thirty (30) days following written notice to the defaulting party, then the non-defaulting party may terminate this Agreement upon written notice to the defaulting party specifying the date of termination; (iii) sixty (60) days following delivery of written notice of termination given by one party to the other party, provided that under this subsection, neither party can terminate this Agreement effective after December 1, 2016; (iv) the date upon which WellSystems no longer provides enrollment, billing and COBRA services to the TRS-ActiveCare Program; or (v) the date of termination of the Designation Form executed by the Participating Entity.

17. The Participating Entity shall immediately notify WellSystems in writing if and when the Designation Form executed by the Participating Entity is terminated. Accordingly, if this Agreement terminates under Section 16(v) immediately above, but the Participating Entity fails to serve written notice upon WellSystems of the termination of the Designation Form executed by the Participating Entity, then the Participating Entity shall remain liable under Section 8 above for any services provided by WellSystems on behalf of the active employees and/or COBRA qualified beneficiaries of the Participating Entity.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date(s) shown below, to be effective on the date first written above.

WELLSYSTEMS, LLC

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: Manager

Title: _____

Date: _____

Date: _____