



## **Individual & Family Scope of Appointment**

### **MEMBER ENROLLMENT SERVICES**

- Set up the member's healthcare.gov account if necessary
- Explain the subsidy application process including sample calculations
- Assist the client with the subsidy application process online or via conference call
- Explain the cost sharing subsidy (reduced costs) and its impact on the benefit plans
- Compare the available plans side by side
- Complete the marketplace insurance application
- Research and select primary care physicians, facilities and network
- Assist in submitting initial premium to chosen carrier
- Explain the healthcare.gov account and navigating the portal
- Provide the 800 number for calling in to make income adjustments
- Submit referral electronically for Medicaid determination and CHIP eligibility
- Assist with budgetary projections
- Review identified benchmarks of projected plan costs
- Confirm enrollment completion with chosen carrier.
- Explore alternative funding solutions (H.S.A, H.R.A CI, SUPPLEMENTAL)

### **PER OCCURANCE RESOLUTION AND APPEALS SERVICES:**

- Claim resolution
- Invoice Resolution
- Physician or pharmacy advice
- Form completion
- Appeals and Grievances
- Exchange or agency information requests such as Income verification, citizenship, appeals, etc.
- General enrollment advice outside the scope of an active policy
- Assistance navigating online enrollment or agency portals
- Communication with an insurer or issuer
- Communication with the client
- Communication with the client's authorized third party representatives
- Communication with an agency



**ONGOING PRODUCT, LEGISLATIVE AND COMPLIANCE SUPPORT**

- Direct, toll free access to account manager to answer benefit questions.
- Provide legislative updates, including Technical Bulletins and e-newsletters
- Evaluate plan design to assist with compliance with state and federal regulations
- Provide general information and guidance to assist with compliance with ERISA, FMLA, USERRA, Medicare, Medicaid, CHIP, and other Federal legislation that directly affects the administration of plan benefits
- Provide carrier and product updates as they become available
- Professional tax and legal advisor referral service.

**SCOPE OF SERVICES-EXTENDED FEES MAY APPLY**

- Assist in further identity verification process and electronic paperwork submission
- Submit initial subsidy verification appeal documentation
- Investigate claim denials and submit supporting documentation.
- Assist in settling claims or grievances relating to insurance benefit issues
- Submission of any agency information or form request
- CHIP Comparison Assessment
- Medicaid Comparison Assessment

## **EXCLUSIVE SCOPE OF BENEFITS FOR MONTHLY SERVICE**



**Telehealth** - Teladoc offers 24/7 completely free access to its proprietary nationwide network of U.S. licensed physicians for telephone and secure e-mail medical consultations including prescribing medication when appropriate.



**Dental** - The Aetna Dental Access® network provides discounts of 15% to 50% per visit\* on dental services at over 132,000\*\* available dental practice locations nationwide.



**Medical Health Advisor** - Members have access to registered nurses supported by a team of medical directors and administrative experts who can help with a broad range of healthcare and insurance related issues. Provides help with clinical, insurance and administrative issues for medical, hospital, dental, pharmacy and other needs.



**Medical Bill Saver™** - Can lower out-of-pocket costs on medical bills not covered by insurance. Advocates will work with providers to lower the balance on uncovered medical or dental bills over \$400.



**Nurseline™** - Offers toll-free access to experienced registered nurses, 24 hours a day, 365 days per year. Nurses provide an instant and trusted source of health information, education and support.



**Pharmacy** - Save 10% to 85% on most prescriptions with the local pharmacy program. Over 60,000 locations, including independent, national and regional chain pharmacies nationwide.



**Fee Schedule and agreements:**

**One Time Service: Individual:**

- Initial Setup, Enrollment and Consultation only:..... \$149.99
- Existing Client Renewal only..... \$99.99
- Extended Services:..... \$99.99 per issue and \$49.99 per additional hour

Or:

**Ongoing Monthly Service**

- Initial Setup, Enrollment and Consultation only:.....\$149.99
- Monthly membership fee (credit card or auto draft only).....\$19.99
- Extended Services:.....50% discount on all extended services and per issue fee waived.
  
- Per Occurrence Service Agreement
- Monthly Service Agreement

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**Group Monthly Service (3 minimum)**

- Initial Setup, Enrollment and Consultation only:.....waived
- Employer services.....included
- Monthly membership fee (per employee per month min 3 enrolled).....\$19.99
- Extended Services...50% extended services and per issue fee waived.
  
- Monthly Billing Service Agreement monthly fees billed one month in advance



**Agreement:**

Client Name: \_\_\_\_\_ Name: \_\_\_\_\_

Group Name: \_\_\_\_\_

Billing Address: \_\_\_\_\_

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

TOTAL BENEFIT SOLUTIONS, INC.

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

**Payment/Credit Card Authorization:**

Name on Credit Card: \_\_\_\_\_

Card Type: VS/MC \_\_\_\_\_ Card Number: \_\_\_\_\_

Expiration: \_\_\_\_\_ Security Code: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

I prefer to be e-mailed an invoice

Email address: \_\_\_\_\_

**Fee Reduction Schedule:**

Total Benefit Solutions Inc. may be able to waive reduce these fees under certain circumstances.



Group Number: 6376AE

**Primary Member**

Date of Birth \_\_\_\_\_  Male  Female  
First Name \_\_\_\_\_ MI \_\_\_\_\_ Last Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Phone \_\_\_\_\_ Email \_\_\_\_\_

**Dependents**

**Spouse**

Date of Birth \_\_\_\_\_  Male  Female  
Email \_\_\_\_\_  
First Name \_\_\_\_\_ MI \_\_\_\_\_ Last Name \_\_\_\_\_

**Children**

Date of Birth \_\_\_\_\_  Male  Female  
First Name \_\_\_\_\_ MI \_\_\_\_\_ Last Name \_\_\_\_\_  
Date of Birth \_\_\_\_\_  Male  Female  
First Name \_\_\_\_\_ MI \_\_\_\_\_ Last Name \_\_\_\_\_

Your package includes: Consultant on Call, Teladoc (no consult fee), Pharmacy, Medical Bill Saver™, Medical Health Advisor, Nurseline™, and Dental.

**Sign up now**

Your signature \_\_\_\_\_ Date \_\_\_\_\_

Your membership is fully effective upon receipt of membership materials. This plan **is NOT insurance** coverage and does not meet the minimum creditable coverage requirements under the Affordable Care Act or Massachusetts M.G.L. c. 111M and 956 CMR 5.00. AR and TN residents: Discount Medical Plan Organization: New Benefits, Ltd., Attn: Compliance Department, PO Box 671309, Dallas, TX 75367-1309. Notice: Consulting services may start immediately upon payment, however Benefit Aid will start on the first date of the following month.

This plan provides discounts at certain healthcare providers for medical services. This plan does not make payments directly to the providers of medical services. The plan member is obligated to pay for all healthcare services but will receive a discount from those healthcare providers who have contracted with the discount plan organization. Only available to residents of IL, IN, LA, MI, OH, PA, and WV.



## The Legal Stuff

THIS AGREEMENT (hereafter the "Agreement"), made this \_\_\_ day of \_\_\_\_\_ 20\_\_\_, by and between \_\_\_\_\_ (hereafter the "Client") and TOTAL BENEFIT SOLUTIONS (hereafter "TBS") with principal office at 427 E Street Road, Feasterville, PA 19053 witnesseth:

Whereas Client desires to retain TBS as its agent to advise, consult and inform Client about health care insurance and other matters and TBS desires to engage with Client as Client's exclusive consultant in such matters, Now therefore, in consideration of the mutual promises and agreements herein recited and by this writing intending to be legally bound hereby the parties hereto agree as follows.

1. Engagement. Client engages TBS as its health insurance benefits consultant on terms more specifically described in this Agreement as specified in this Agreement, including all attached Exhibits and TBS accepts said assignment on said terms and conditions.
2. Services to be rendered. TBS will provide consulting services to Client and it's agreed to, authorized representatives, family members, contractors, and agents, and employees provided that services will be made available only to those agreed to in writing between the parties.
3. Fiscal. Except as otherwise provided in this agreement or subsequently agreed in writing by both parties, Client shall remit to TBS a nonrefundable initial engagement fee of \$99.00 upon execution of this Agreement which shall entitle Client to up to two (2) hours of service. Additional services shall be accrued in 15 minute increments at the rate of \$49.00 per hour and will be fully detailed and documented and are due immediately upon request and shall be paid within thirty (30) days of invoice date. The Schedule of Services, attached to this Agreement as Exhibit "A" details services, fees and costs, and that Exhibit is an integral part of this Agreement.
4. Term and Termination. Unless specified otherwise here this Agreement is effective upon execution and shall remain in full force and effect for twelve (12) month in writing signed by all parties, this Agreement shall renew automatically on the same terms and conditions for an additional twelve months unless prior terminated by either party by giving written notice no less than ninety (90) days prior to expiration date.
  - a. Upon termination of this Agreement for any reason, Client shall be promptly billed for all unpaid services, and all such charges shall be paid in full within thirty (30) days of invoice.
  - b. TBS reserves the right to terminate the Agreement immediately in event of breach of its terms by Client, including failure to remit payment for charges upon request. To cover administrative expenses TBS shall be entitled to add a late charge to any invoiced remains unpaid more than thirty (30) days in an amount equivalent to 6% of the total unpaid balance,
  - c. In event TBS submits a dispute between the parties to litigation, then in that event, in addition to any amount that may be found to be due and owing to TBS by a court of competent jurisdiction, Client shall additionally be liable to reimburse TBS legal fees and expenses, plus interest on any unpaid charges at the rate of 6% from due date until paid in full.
5. TBS Status under ERISA. The parties understand and agree that TBS is not acting as a Fiduciary to Client in any manner, but only retained in its expert capacity to provide advice, recommendations and other needed expertise to Client with regard to medical insurance benefits; and that it is not a Fiduciary to Client under ERISA or in any other capacity. Moreover, the parties understand and agree that TBS services are not intended to impose any such responsibility nor be construed as a Fiduciary in any way whatsoever and Client shall not cause, permit or in administration of any Plan of insurance, without written approval of TBS any discretionary authority with respect said Plan.
6. No Practice of Law. The parties understand and agree that while TBS is being retained to consult and make recommendations regarding medical insurance benefits, TBS is not undertaking to provide any legal advice. TBS shall endeavor to provide, current, reliable information about the matters in its area of expertise, but Client is encouraged to seek advice of independent counsel with respect to legal questions and concerns and TBS neither will provide nor should Client expect that TBS is providing legal services.



TOTAL BENEFIT ACCESS PLAN APPLICATION

7. Client acknowledges that it has been advised by TBS that the final decision on any insurance coverage or implementation remains solely within Client’s discretion in that TBS is acting only as a consultant and in that capacity only presents reasonable options for Client’s needs.

8. Client acknowledges that it is Client’s sole responsibility to remit payment for all premiums due on any policy of insurance and that TBS shall not be liable for any such premiums and Client shall save, defend, indemnify and hold harmless TBS therefrom.

9. Confidentiality. Except for information which by its nature must be revealed, including b y way of example and not limitation that required by insurance carriers, governmental authorities, or a court of competent jurisdiction, TBS shall take due to protect the confidentiality of information provided by Client or otherwise obtained by TBS in performing services rendered.

10. HIPAA Privacy. The parties shall comply with all requirements of HIPAA except to the extent necessary to provide the services contemplated by this Agreement. Client agrees to allow TBS access to such information for that purpose notwithstanding restrictions of the law.

11. Notices. All notices, requests for service and other such communications shall be in writing, electronic documented media or delivered by courier and shall be deemed received when transmitted. Notices regarding termination and/or modification of the terms of this Agreement shall only be by certified mail, return receipt as follows:

To TBS 427 E Street Road, Feasterville PA 19053

To Client \_\_\_\_\_

or to other such address as the parties may from time specify in writing.

12. Applicable Law. This Agreement shall be construed and enforced in a manner that is consistent with the laws of the Commonwealth of Pennsylvania and all disputes shall be submitted only in Bucks County Pennsylvania or other court of competent jurisdiction in the Commonwealth of Pennsylvania.

13. Liquidated Damages.

14. Paragraph Headings. Paragraph headings are provided for identification only and shall have no substantive effect on the terms and conditions of this Agreement.

15. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties, their, heirs, agents, representatives, successors or assigns,

16. No Guaranty of Outcomes. TBS shall endeavor to provide current, responsible and effective advice, but the parties understand and agree that TBS does not and cannot assure any particular outcome nor any guaranty of a favorable outcome or result.

17. All terms of this Agreement shall survive termination of the Agreement or purpose of enforcing its terms and conditions.

18. Entire Agreement. This Agreement, together with all Exhibits and attached documentation is the entire Agreement and supersedes any and all prior oral or written agreements, writings, terms, discussions or understandings of any kind regarding the subject matter of the Agreement.

19. In event any term or provision of this Agreement shall be deemed unenforceable by any court of competent jurisdiction, said term or provision shall not affect the validity or enforceable of the Agreement as a whole or any other term or provision of the Agreement.

20. Third Parties. TBS shall not be held responsible or accountable for actions of any third party, including by way of example and not limitation governmental agencies or other authority, insurance carriers, or Client agents, employees or representatives.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above recited.

Witness/Attest:

By:

TOTAL BENEFITS SOLUTIONS

\_\_\_\_\_  
CLIENT

\_\_\_\_\_  
Authorized Representative