

**CONTRACT NAME: AGREEMENT BETWEEN AMERICAN
FIDELITY ADMINISTRATIVE SERVICES, LLC AND DAVIS
JOINT UNIFIED SCHOOL DISTRICT**

BRIEF DESCRIPTION OF CONTRACT: This agreement between American Fidelity Administrative Services, LLC and DJUSD provides a software program which allows the District to accurately report employee information for the Affordable Care Act. Our current financial system does not support the requirements of the Affordable Care Act.

The term of this agreement is from November 1, 2016 through January 31, 2017. The annual fiscal impact to the District is \$9,500.

STATEMENT OF WORK
TO THE MASTER CONSULTING SERVICES AGREEMENT (the “MASTER
AGREEMENT”) BETWEEN DAVIS JOINT UNIFIED SCHOOL DISTRICT (“Client” or
“you” or “your”) AND AMERICAN FIDELITY ADMINISTRATIVE SERVICES LLC
(“Consultant” or “we” or “us” or “our”)

PROJECT: Technical Support Related to ACA IRS Reporting

A. Terms and Conditions: This statement of work (“SOW”) is subject to the terms and conditions of the Master Agreement. Either party reserves the right to terminate this agreement at any time on 60 days written notice. If either party terminates this contract, vendor shall cease all services at the end of the 60 day period. The District will pay any charges incurred up to the date of termination.

B. Project Dates: This SOW is effective for the project period from November 1, 2016 through January 31, 2017.

C. Services: The following are the services Consultant will provide Client:

- 1) Consultant will educate the Client on its employer obligations to report on 2016 ACA 6055 and 6056. Consultant will conduct a review of Client’s methods for completing IRS 1094 C and 1095C reports.
 - a) Consultant will review the data specifications of the Client’s reporting vendor and assist in identifying elements from the Client’s environment to supply the needed data.
 - b) Consultant will review Client’s ACA policies to assist in the completion of lines 14 through 16 of IRS form 1095 C.
 - c) Consultant will evaluate other policies and decisions to assist in the completion of other elements of the 1094 C and 1095 C reporting.
 - d) Consultant will assist in the development of the preliminary sample data set that Client will provide to their reporting vendor.
 - e) The scope of this SOW assumes a three hour, in-person working session between you and us to perform analysis and execute these services. This meeting will take place in November.
 - f) Follow-up two hour meeting to review output generated from payroll system. This meeting will take place no later than December.
- 2) Consultant will assist Client in evaluating data related to 2016 Look-back Method
 - a) Review the Client’s ACA data provided by vendor to assess the elements can be used in conjunction with the Look-back Method;
 - b) Assist in the analysis of Measurement Period data to identify ACA full-time employees.

D. Fees for Services to be Performed: The fees for this engagement will be \$9,500.00. This fee includes out-of-pocket expenses for two in-person meetings. Travel related out-of-pocket expenses are inclusive of the fees under this agreement and assume all travel will be booked 21 days in advance of any in-person meeting. Client requests for meetings with less than 21 days advance notice may result in additional out-of-pocket travel expenses that will be billed separately from the fees in this Statement of Work.

E. Personnel Rendering the Services: The following Consultant will participate in this project: _____.

All individuals assigned to this project shall provide the services in a professional manner. It is possible that one or more of the identified Consultants may need to be replaced by other equally qualified Consultant or that, as the engagement develops, adding additional Consultants and/or professionals will be necessary. Such determination will be made at our sole discretion but will not change the fees provided in this SOW. We will select these alternative or additional engagement team members with the objective of providing high quality and timely delivery of services. We would be happy to provide biographies of any of our Consultants upon request.

F. Location at Which Services Are to be Performed: Unless you choose to conduct the final presentation via phone or video conference, the meeting will be held at your place of business, or such alternative location as you identify. Any other preparatory or follow up work performed by the Consultant(s) will be performed at our place of business.

[EXECUTION PAGE FOLLOWS]

AGREED BY:

DAVIS JOINT UNIFIED SCHOOL DISTRICT

Name:
Title:
Date: _____

Notice Address:
Davis Joint Unified School District
526 B Street
Davis, CA 95616

AMERICAN FIDELITY ADMINISTRATIVE SERVICES, LLC

Name: Edward M. Pudlowski
Title: Vice President
Date: _____

Notice Address:
American Fidelity Administrative Services, LLC
Attn: Manager
9000 Cameron Parkway
Oklahoma City, OK 73114

AND

American Fidelity LAW Department
9000 Cameron Parkway
Oklahoma City, OK 73114