

**Statement of Work**  
**ACA Comprehensive Services**  
**Client Name**

This Statement of Work (“SOW”) is subject in all respects to the Master Services Agreement between Client and UnifyHR (“Agreement”). In the event of a conflict between this SOW and the Agreement, the Agreement shall prevail.

Additional services requested by Client and provided by UnifyHR that are not described herein as part of the SOW may be purchased by Client pursuant to the Agreement and will be provided by UnifyHR at then-current rates. Notwithstanding the preceding, it is agreed that the services described herein include by implication all lesser and included baseline services and activities that are necessary to render the described service.

**1. ACA Comprehensive Administration Services**

- 1.1. Eligibility Analysis:** UnifyHR will utilize Client provided data to determine employee full-time/part-time status under applicable methodologies as defined by the Affordable Care Act (“ACA”) and subsequent federal guidance. Similarly, UnifyHR will provide Client current variable hour employee average hours worked and likely outcome of current ongoing or new hire individual measurement periods.
- 1.2. Set up Client in the UnifyHR Application:** UnifyHR will set up the Client in the UnifyHR application, including Client specific demographic information, designated Client contacts, Client defined set of application users, and other provisions.
- 1.3. Load Employee Data and Participant Data:** UnifyHR requires data for employees and participants, along with dependent data (where applicable), be loaded to the UnifyHR application. To facilitate this load, UnifyHR will provide to Client or the Client’s designated agent a file specification for the transmission of this data. Once received, UnifyHR will review the data file for errors and load the data. If Client cannot provide the data in a consumable format, UnifyHR will attempt to utilize an existing feed at the current data conversion rate.

See Fee Exhibit for additional setup fees applicable to multiple system interfaces.

- 1.4. Management Reports:** UnifyHR will provide Client with real-time access to facilitate review and timely client feedback regarding available reports (e.g., 1095 audit file and reports).
- 1.5. Management Report Orientation:** UnifyHR will orient Client to Management Reports in the application as well as other information as reasonably requested by Client.

- 1.6. **Result data feed:** UnifyHR will provide to Client result files on an agreed upon schedule that include the outcomes of applicable employee eligibility analysis as well as the summary client data used to determine those outcomes.
- 1.7. **Historical Analysis:** UnifyHR will utilize historical demographic, payroll, and employment data to determine the optimal configuration to meet the Client's enrollment goals and PPACA compliance mandates on an annual basis.
- 1.8. **Health Insurance Exchange Enrollment Forms:** UnifyHR will, for applicable employees, digitally generate, for Client distribution, the employer portion of the Health Exchange enrollment form (aka "Employer Coverage Tool") for Client distribution.
- 1.9. **Affordability:** If Client provides pay rate and employee premium information, UnifyHR will determine plan affordability for each employee based on current PPACA requirements.
- 1.10. **6055 and 6056 Reporting:** Each fiscal quarter, UnifyHR will process Client files as necessary to create, test and update Form 1095-C content. Provided Client has submitted final production data no later than twenty-one (21) days before the statutory deadline, UnifyHR will create the necessary information returns as mandated by the IRS to fulfill the Client's obligations under sections 6055 and 6056 of the Internal Revenue Code. This includes complete physical fulfillment service to the client's employee population (printing, mailing, and return mail support), as well as creation and submission of the electronic returns to the IRS on behalf of the Client. See Fee Exhibit for additional setup fees applicable to multiple system interfaces.

## 2. Fees

- 2.1. **Fees:** All fees, costs and expenses payable to UnifyHR for the Services (the "Fees") are set forth in the Fee Exhibit attached hereto. The Fees shall be invoiced and paid in U.S. Dollars.
- 2.2. **Implementation Fees:** Implementation and Setup fees will be invoiced upon execution of this SOW.
- 2.3. **6055 and 6056 Fees:** Fees for Reporting and Fulfillment under IRS sections 6055 and 6056 will be invoiced at one fourth the estimated annual amount at the beginning of each calendar year quarter. Following the IRS imposed deadline each reporting year, actual 6055/6056 Reporting Fees will be billed to Client reduced by previously paid estimates.
- 2.4. **PEPM Fees:** Per Employee Per Month (PEPM) Fees will be calculated on the last day of each calendar month by multiplying the total number of active employees for such month by the applicable PEPM rate. This calculated fee will be invoiced to Client during the subsequent calendar month. PEPM fees

will commence no later than ninety (90) days after the initial implementation meeting.

- 2.5. Other Fees:** Any fees for other services will be invoiced according to the methodology and frequency set forth in the attached Fee Exhibit.



Client and UnifyHR cause this SOW and Fee Exhibit to be effective with the signature of their respective duly authorized representatives:

**Client Name**

**UnifyHR, LLC**

\_\_\_\_\_  
Contact Name

\_\_\_\_\_  
Contact Email

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Client Authorized Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Allen Gehrki  
Contact Name

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\_\_\_\_\_  
Irving, TX 75062  
City, State, Zip

\_\_\_\_\_  
UnifyHR Authorized Signature

\_\_\_\_\_  
Allen Gehrki, CEO and President  
Printed Name and Title

\_\_\_\_\_  
Date