

FMLASource®

AMENDMENT TO AGREEMENT BETWEEN MILWAUKEE COUNTY AND FMLASOURCE, INC.

This Amendment is made as of September 18, 2019, to amend that certain Agreement that commenced on January 1, 2016 by and between Milwaukee County ("Client") and FMLASource, Inc. ("FMLASource").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants hereafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Client and FMLASource hereby agree as follows:

1. Both parties hereby agree to extend the Term for a period of one (1) year beginning on January 1, 2020 and ending on December 31, 2020. Thereafter, the Agreement may be renewed upon mutual written agreement of the Parties.
2. Except as specifically amended hereby, the Agreement shall remain unamended and in full force and effect. All references in the Agreement to the Agreement shall mean the Agreement as amended by this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above.

FMLASource, Inc.

DocuSigned by:

By: Richard Chaifetz

5997269593AC45F...

By: Richard A. Chaifetz

Its: Chairman & CEO

Date: 11/21/2019

Milwaukee County

DocuSigned by:

By: Tony Maze

1E048609839D4B6...

By: Tony Maze

Its: Director Benefits Administration

Date: 10/9/2019

TBE Participation Recommendation

CONTACT INFORMATION

Contract Administrator: Tony Maze Phone: 278-4326 Date: 10/9/19
Email Address tony.maze@milwaukeecountywi.gov Dept: HR Grant \$\$: _____ Org No. 1950

PROJECT INFORMATION

Project Name: FMLA Source, INC Project No.: _____

Contract Scope/Project Description (**attach scope/description of work or estimating sheet**):

FMLA Source provides medical necessity administration to our employees to determine if the employee meets the Federal Guidelines to be approved for FMLA. They also track the employees time off when on FMLA.

Contracting Opportunities (List NAICS codes): 541211 Bookkeeping & 541618 Business Consulting Services

TYPE OF PROJECT

Contract Value: \$ 96,798 Contract Type: Professional Services

EXPLANATION

Request for a goal of 0% requires signature of department head. Check boxes below. Check all that applies.

- A. \$10,000 or less
- B. Rental or Lease
- C. Governmental Agency or Institution
- D. ¹Non-Profit (No subcontract)
- E. Purchasing or Renewal of software license
- F. ²Contract Extension/Amendment
- G. ³Specialized
- H. Only one individual assigned to the contract
- I. The nature (scope of work) of contract doesn't have subcontracting opportunities
- J. ⁴Grants
- K. No funding use by Milwaukee County
- L. Special License or Certificate required
- M. Other _____

Department/Division Administrator Name Tony L Maze Signature Tony Maze Date 10/9/2019

CBDP USE ONLY

Concur with Recommendation _____, or provide the following goals: _____ %

This contract is exempt from a participation goal: Yes No

Approved: Lamont Robinson Date: 10/10/2019

Note: 1 Non-Profit is not subcontracting work. 2 Must have the original Participation agreement. 3. No known TBE firms available. 4 No subcontracting to a non-profit entity. 5 A non-Milwaukee County entity is funding the project.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/2/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Van Wagner Agency PO Box 9017 135 Crossways Park Drive Woodbury NY 11797	CONTACT NAME: PHONE (A/C, No, Ext): 800-735-1588 FAX (A/C, No): 888-290-0302 E-MAIL ADDRESS: request@sterlingrisk.com														
INSURED FMLASource, Inc. 455 N.Cityfront Plaza Dr,13thF Chicago IL 60611-5503	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Lexington Insurance Company</td> <td style="text-align: center;">19437</td> </tr> <tr> <td>INSURER B : Cincinnati Insurance Company</td> <td style="text-align: center;">10677</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Lexington Insurance Company	19437	INSURER B : Cincinnati Insurance Company	10677	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															

COVERAGES CERTIFICATE NUMBER: 1979173161 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.



INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		ETD0517552	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			ETD0517552	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ETD0517552	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A	EWC 0517556	1/1/2019	1/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability Privacy & Network Sec Ins			05-317-33-10 TBA	1/1/2019 1/1/2019	1/1/2020 1/1/2020	Per Occurrence 1,000,000 Limit \$3,000,000 Retro date 1/1/14

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Professional is a scheduled underlying policy under the umbrella policy.
 Sonja Wolniakowski, Buyer, Illinois Tollway, 2700 Ogden Avenue, Downers Grove, IL 60515, Illinois State Toll Highway Authority including all appointed officials and employees, are additional insureds as per endorsement CG2026 (Copy attached) to the extent provided therein. Insurance is Primary.

CERTIFICATE HOLDER

CANCELLATION 30 Days

For Information Only . . .	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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PROFESSIONAL SERVICE CONTRACT 1684 R4e											
INSTRUCTIONS: (Type or Print Form) Mail to: Accounts Payable, Courthouse - Room 301 and Community Business Development Partners, City Campus - 8th Floor								Refer to ADMINISTRATIVE MANUAL Section 1.13, for procedures			
DEPARTMENT NAME						AGENCY NO.		DEPARTMENT (HIGH) ORG NO.			
Human Resources						194		1140			
VENDOR INFORMATION											
VENDOR NO.				ORDER TYPE		NEW or AMEND		CONTRACT NO.			
72841						X		PO 194		N910928 01	
NAME OF VENDOR						ADDRESS					
FMLA Source, Inc						455 N Cityfront Plaza Drive, 13th Floor					
						Chicago, IL 60611-5503					
						(This address to be used for checks)					
TAX I.D. NO.		EFFECTIVE DATES:		LENGTH OF CONTRACT		AMENDMENT ONLY:		TOTAL CONTRACT			
46-1243269		begin date 01/01/20 end date 12/31/20		(IN MONTHS) 12		DOLLAR CHANGE \$ 96,768.00		AMOUNT \$96,768			
ACCOUNTING INFORMATION											
Year to be Expended	Line No	Fund	Agency	Org Unit	Activity	Function	Object	Job Number	Report Cat	Units	Amount to be Expended/ Amendment
2020	01	0001	194	1950			6999				\$ 96,798.00
PURPOSE OF CONTRACT											
FMLA Source provides medical necessity administration to our employees to determine if the employee meets the Federal Guidelines to be approved for FMLA. They also track the employees time off when on FMLA.											
Was County Board approval received prior to contract execution or contract amendment or extension?											
<input checked="" type="checkbox"/> If YES, give County Board File No. <u>15-575</u> Date Approved <u>09/24/15</u>											
<input type="checkbox"/> If NO, why is County Board approval not required? <u>Under the amount</u>											
Was Corp Counsel, DBD Division and Risk Managmnt approval received prior to execution of contract? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO											
Was Contract executed prior to work being performed? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO											
Is Vendor a certified professional service DBE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO											
Tony L Maze						10/09/19					
Prepared By						Date					
						10/09/19					
Signature of County Administrator						Date					
											
						Director, Benefits Administration					
						Title					
						Director, Benefits Administration					
						Title					

WHEREOF, the parties hereto have executed this agreement on the day, month, and year above written:

FOR MILWAUKEE COUNTY:

BY: DocuSigned by: Tony Maze DATE: 10/9/2019
1E048609839D4B6...
NAME: Tony Maze
TITLE: Director Benefits Administration
DEPARTMENT: Human Resources

FOR FMLA Source

BY: DocuSigned by: Richard Chaifetz DATE: 11/21/2019
5997269593AC45F...
NAME: Richard Chaifetz
TITLE: Chairman
TAXPAYER ID No.: 364422951

REVIEWED AS TO INSURANCE REQUIREMENTS:

BY: DocuSigned by: Chris Luttrell DATE: 10/15/2019
4A5D0B1D46DE464...
Risk Manager
Office of Risk Management

APPROVED WITH REGARDS TO COUNTY ORDINANCE CHAPTER 42:

BY: DocuSigned by: Lamont Robinson DATE: 10/10/2019
FECB78150D4D42D...
Director
Community Business Development Partners

APPROVED AS TO FUNDS AVAILABLE PER WISCONSIN STATUTES §59.255(2)(e):

BY: DocuSigned by: [Signature] DATE: 10/15/2019
F2FF9C00D50848B...
Milwaukee County Comptroller
Office of the Comptroller

APPROVED REGARDING FORM AND INDEPENDENT CONTRACTOR STATUS:

BY: DocuSigned by: Paul Kuglitsch DATE: 10/10/2019
9A757018E1244D6...
Corporation Counsel
Office of Corporation Counsel

REVIEWED AND APPROVED BY THE COUNTY EXECUTIVE:

BY: DocuSigned by: [Signature] DATE: 10/16/2019
831C9742336E428...
County Executive
Office of the County Executive

APPROVED AS COMPLIANT UNDER §59.42(2) (b)5, STATS.:

BY: DocuSigned by: David Farwell DATE: 10/16/2019
CC8025EBBC89465...
Corporation Counsel
Office of Corporation Counsel

FMLASource®

AGREEMENT

This Agreement sets forth the agreed upon terms and conditions surrounding FMLASource, Inc.'s ("FMLASource") delivery of Family and Medical Leave Act administration and information services to all employees of Milwaukee County (hereinafter referred to as "Client") to begin January 1, 2016 ("Commencement Date"). The terms and conditions are as follows:

- 1. Term:** Initial term of three (3) years for the delivery of Services to Client. After the expiration of the initial term (December 31, 2018), Client shall have the option to renew this Agreement for two successive one (1) year periods by providing FMLASource with at least sixty (60) days advance written notice prior to the expiration of the then current term.

Either party may terminate the Agreement at any time without cause upon providing ninety (90) days advance written notice to the other party.

- 2. Fees:**

(A) A price of \$1.45 per employee per month. Client represents that as of the Commencement Date it has approximately 4,750 employees located in the United States. Client agrees to provide FMLASource with annually updated employee counts prior to the anniversary of the Commencement Date, and FMLASource will invoice Client. Fees to be paid by Client to FMLASource shall be adjusted to reflect the updated employee counts, but not to exceed \$96,798 annually. Payment for services is due within thirty (30) days of Client's receipt of an invoice. In the event that any payment due FMLASource hereunder is not received by FMLASource from Client when due, a delinquency charge shall be assessed on each installment assessed in default for not less than five days in an amount not to exceed five percent (5%) for each month the installment remains unpaid or the maximum amount allowed by law, in addition to attorney's fees and other costs and expenses incurred by FMLASource to collect any amounts due hereunder. FMLASource reserves the right to amend its fees in the event of any program or administrative changes due to state or federal law and will provide Client with a minimum of ninety days notice prior to the expiration of the applicable term. Notwithstanding the foregoing, in the event Client's employee population increases or FLMASource amends its fees due to state or federal law such that the annual budget is insufficient, Client agrees to attempt to obtain additional budget amounts to address the increased population or increased fees.

- 3. Exclusivity:** During the term of this Agreement, Client warrants that FMLASource shall be the exclusive provider of the services under this Agreement to all employees of Client.
- 4. Services:** Services shall include those services described on Schedule I attached hereto. Client understands that it is entitled to standard FMLA services pursuant to the terms and conditions of this Agreement. In the event Client desires to customize services, Client agrees to pay all costs incurred by FMLASource to effectuate such customizations, including, but not limited to, charges associated with software programming, web-site development or process adjustments.
- 5. Eligibility Files:** Client shall use its best efforts to provide FMLASource with complete and accurate employee eligibility files on a monthly basis. Client understands and agrees that FMLASource shall not be liable for any claims or losses resulting from or related to Client's failure to provide such files or from Client's provision of incomplete or inaccurate eligibility files.

- 6. Force Majeure:** No failure, delay or default in performance of any obligation of FMLASource shall constitute an event of default or breach of the Agreement to the extent that such failure to perform, delay or default arises out of a cause, existing or future, that is beyond the control and without negligence of FMLASource, including, but not limited to: action or inaction of governmental, civil or military authority; fire, strike, lockout or other labor dispute; flood, war; terrorism; riot; theft; earthquake and other natural disaster.
- 7. Notices:** Any notice required hereunder will not be effective, unless in writing, signed by an authorized officer of the party delivering such notice, and sent by certified mail or recognized overnight carrier to the signatories below.
- 8. Facsimile or Scan/Counterparts:** Facsimile or electronically scanned transmission of an executed copy of this Agreement or any amendments hereto shall be accepted as evidence of a party's execution of the Agreement or amendment. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original.
- 9. Severability:** If and to the extent any provision of this Agreement is held illegal, invalid or unenforceable in whole or in part under applicable law, such provision or such portion thereof will be ineffective as to the jurisdiction in which it is illegal, invalid or unenforceable to the extent of its illegality, invalidity or unenforceability and will be deemed modified to the extent necessary to conform to applicable law so as to give the maximum effect to the intent of the parties. The illegality, invalidity or unenforceability of such provision in that jurisdiction will not affect the legality, validity or enforceability of such provision or any other provisions of this Agreement in any other jurisdiction.
- 10. Clause Headings:** The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit or extend the scope or intent of the clauses to which they appertain.
- 11. Employment Decisions:** Client understands that decisions made by FMLASource regarding FMLA eligibility shall not be deemed by Client to be a recommendation, suggestion or determination to take any employment action against an employee. Client agrees to seek legal counsel prior to making any adverse employment determinations.
- 12. Relationship of the Parties:** FMLASource and Client agree that FMLASource is an independent contractor and neither party nor their respective employees or agents shall be deemed to be an employee of the other, nor shall this Agreement be deemed to create a partnership, joint venture, agency relationship or other association between the parties hereto.
- 13. No Third Party Beneficiaries:** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person or entity other than Client and FMLASource any rights, remedies, obligations, or liabilities whatsoever, whether in contract, statute, tort (such as negligence) or otherwise, and no person or entity shall be deemed a third-party beneficiary under or by reason of this Agreement.
- 14. Indemnification:** FMLASource shall indemnify and hold harmless Client from and against third party claims resulting solely from or arising out of FMLASource's negligence or willful misconduct relating to the services provided hereunder by FMLASource. FMLASource's obligation to indemnify Client will only apply if Client notifies FMLASource, in writing, as to any such claim and gives FMLASource the right to control and direct the investigation, preparation, defense, trial and settlement of each such claim. Client will reasonably cooperate with FMLASource in the defense and/or settlement of any such claim.

Client shall indemnify and hold harmless FMLASource from and against third party claims resulting solely from or arising out of Client's negligence or willful misconduct or employment-related decisions. Client's obligation to indemnify FMLASource will only apply if FMLASource notifies Client, in writing, as to any such claim and gives Client the right to control and direct the investigation, preparation, defense, trial and settlement of each such claim. FMLASource will reasonably cooperate with Client in the defense and/or settlement of any such claim.

The indemnification obligations of FMLASource and Client shall terminate upon the expiration of the Agreement except as to any matter concerning which a claim has been asserted by notice to the other party at the time of such expiration or within 365 days after effective date of Agreement termination.

15. Limitation of Liability: NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH HEREIN, FMLASOURCE SHALL NOT BE LIABLE, WHETHER UNDER CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY, FOR ANY AMOUNTS IN EXCESS OF THE FEES AND CHARGES PAID BY CLIENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO ANY LIABILITY. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES EVEN IF A PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, THIS LIMITATION OF LIABILITY SHALL NOT APPLY IN CONNECTION WITH ANY THIRD PARTY CLAIMS RELATED SOLELY TO A DECISION MADE BY FMLASOURCE. FOR AVOIDANCE OF DOUBT, THIS LIMITATION SHALL APPLY WITH RESPECT TO ANY EMPLOYMENT RELATED DECISION MADE BY CLIENT.

16. Insurance. FMLASource shall purchase and maintain policies of insurance to cover costs as may arise from claims of tort, statutes, and benefits under Workers' Compensation laws, as respects damage to persons or property and third parties in such coverages and amounts as required and approved by the County Director of Risk Management and Insurance. Acceptable proof of such coverages shall be furnished to the Director of Risk Management and Insurance prior to services commenced under this Contract.

It is understood and agreed that FMLASource shall obtain information on the professional liability coverages of all sub-consultants and/or sub-contractors in the same form as specified above for review of the County.

Type of Coverage	Minimum Limits
Wisconsin Workers' Compensation	Statutory (Waiver of Subrogation for Workers Comp by Endorsement)
Employer's Liability	\$100,000/\$500,000/\$100,000
Commercial Or Comprehensive General Liability	
General Aggregate	\$1,000,000 Per Occurrence
Bodily Injury & Property Damage	\$1,000,000 Aggregate
Personal Injury	\$1,000,000 Per Person
Contractual Liability	\$1,000,000 Per Occurrence
Fire Legal Liability	\$50,000 Per Occurrence
Cyber Liability	\$1,000,000 Aggregate
Automobile Liability	
Bodily Injury & Property Damage	\$1,000,000 Per Accident
All Autos-Owned, non-owned Uninsured Motorists	Per Wisconsin Requirements

Client, as its interests may appear, shall be named as an additional insured for general, automobile, as respects the services provided in this Contract. Disclosure must be made of any non-standard or restrictive additional insured endorsement, and any use of non-standard or restrictive additional insured endorsement will not be acceptable. Notice of cancellation, nonrenewal, or material change shall be afforded to the county in accordance with the provisions of the policies.

The insurance specified above shall be placed with at least an A-/VIII rated carrier per Best's Rating Guide approved to do business in the State of Wisconsin. Any deviations or waiver of required coverages or minimums shall be submitted in writing and approved by the County Director of Risk Management and Insurance as a condition of this Contract. Waivers may be granted when surplus lines and specialty carriers are used.

A Certificate of Insurance shall be submitted for review to the County for each successive period of coverage for the duration of this Contract

17. Audit and Inspection of Records. For a period up to three years after the completion of the Agreement, FMLASource shall permit the authorized representatives of Client, after reasonable notice, to inspect and audit data and records of FMLASource directly related to this agreement.

18. Public Records. FMLASource understands Client is bound by the public records law, and as such, all of the terms of this agreement are subject to and conditioned on the provisions of Wis. Stat. § 19.21, *et seq.* FMLASource hereby agrees that it shall be obligated to assist Client in retaining and timely producing records that are subject to the Wisconsin Public Records Law upon any statutory request having been made, and that any failure to do so shall constitute a material breach of this agreement, whereupon FMLASource shall then and in such event be obligated to indemnify, defend and hold Client harmless from liability under the Wisconsin Public Records Law occasioned by such breach. Except as otherwise authorized by the Client in writing, records that are subject to the Wisconsin Public Records Law shall be maintained for a period of three years after receipt of final payment under this agreement

19. Disadvantaged Business Enterprises. FMLASource shall comply with CFR 49 Part 26 and Chapter 42 of the Milwaukee County Ordinances which requires Good Faith Efforts (GFE) to achieve participation of Certified Disadvantaged Business Enterprise (DBE*) firms on all USDOT and Client funded professional service contracts. In accordance with this Client policy and USDOT requirements, FMLASource shall ensure that DBEs have an opportunity to participate in this contract.

FMLASource shall utilize DBE firms to a minimum of 0% of the total contract. DBE participation requirement relative to contract award shall be based upon the approved Client Commitment to Subcontract to DBE Firms (DBD-014ps form).

The term "DBE" means small business concerns known as a Disadvantaged Business Enterprise (DBE) firms owned at least 51% by socially and economically disadvantaged individuals, and certified by Client under CFR49 Part 26

20. Code of Ethics. FMLASource hereby attests that it is familiar with Client's Code of Ethics which states, in part: "No person may offer to give to any County Officer or employee or his/her immediate family, and no County Officer or his/her immediate family may solicit or receive anything of value pursuant to an understanding that such officers or employees vote, official action or judgment would be influenced thereby."

FMLASource during the period of this agreement shall not hire, retain or use for compensation any member, officer, or employee of the Client or any person who, to the knowledge of FMLASource, has a conflict of interest.

21. Jurisdiction: This Agreement shall be interpreted and enforced under the laws and jurisdiction of the State of Wisconsin. This agreement, together with the Schedules attached hereto, constitutes the entire understanding between the parties and is not subject to amendment unless agreed upon in writing by both parties hereunder in compliance with all applicable state, local, or federal laws, rules, regulations, and orders. This agreement and each party's rights and obligations under it will be governed by and construed in accordance with the laws of Wisconsin, without giving effect to conflicts of law principles.

Please sign below to acknowledge Client’s acceptance of these terms.

Sincerely,

Dr. Richard A. Chaifetz
Chairman and CEO

Milwaukee County

By: _____
Signature

By: _____
Print Name

Title: _____

Date: _____

Additional Required Milwaukee County Authorizations:

Community Business Development Partners

Sign _____ Date _____

Risk Management

Sign _____ Date _____

Corporation Counsel

Sign _____ Date _____

Milwaukee County Comptroller

Sign _____ Date _____

Milwaukee County Executive

Sign _____ Date _____

SCHEDULE I COVERED SERVICES

The Request for Proposal issued by Client on April 13, 2015 and the proposal response provided by FMLASource on May 15, 2015 are hereby incorporated into this Schedule I as Exhibits A and B respectively.

- **Account Management:** FMLASource will assign Client an account manager who will serve as the contact person and provide Client with reports and feedback on the Services.

- **Service Access:** Toll-free access to FMLA experts.

- **FMLA Administration:** FMLASource will provide the following administrative services:
 - a) Receive leave requests.
 - b) Administer FMLA eligibility based on Client's guidelines. Any administrative decisions outside of the guidelines shall be referred to Client for final determination. FMLASource shall utilize its own medical certification forms to certify leaves of absence.
 - c) Issue legally required notifications, all based on Client's procedural guidelines.
 - d) Maintain and update the FMLA eligibility database based on information provided by Client.

**SCHEDULE II
PERFORMANCE GUARANTEES**

Performance guarantees will be measured annually for determination of whether a penalty amount will be credited, not to exceed a ten percent (10%) credit of administrative fees paid by Client during the most recent completed contract year. Reconciliation of performance guarantees shall occur within sixty (60) days after the end of each contract year.

CATEGORY	SERVICE LEVEL & MEASUREMENT	PENALTY (as a % of Fees)
Completion of Claim Intake	99% of claim intakes completed within two business days. Divide total number of claim intakes by total number of claim intakes completed within two business days.	2%
Determination of Leave Eligibility	99% of leave eligibility determined within two business days. No penalty will be applied in the event Client provides incomplete or untimely eligibility information. Divide total number of eligibility determinations by the eligibility determinations that were made within two business days.	2%
Notification to Employee of Eligibility	99% of employee eligibility notifications sent within two business days after eligibility determination, where applicable. Divide total number of employee eligibility notifications by the number of employee eligibility notifications that were made within two business days after the eligibility determination.	1%
Medical Certification Processing	98% of medical certifications will be processed within three business days from receipt. Divide total number of processed medical certifications by the number of medical certifications that were processed within three business days.	1%
Leave Approval or Denial Decision	98% of leave approval or denial decisions will be made within three business days after receipt of adequate information to make a decision. Adequate information may be via receipt of sufficient documentation or, when documentation is not received, within three business days after the documentation due date, or for leaves that require approval by the employer (e.g., ADA or some company leaves), Client's decision communicated to FMLASource. Divide total number of leave approvals/denials decisions by the total number of leave approvals/denial decisions made within the applicable three business day period. FMLASource shall not be penalized if any delay is caused, in whole or in part, by Client.	1%
Responsiveness	FMLASource will return 99% of employee contacts within two business days	1%
Notification to Employee of Decision	98% of employee decision notifications sent within three business days after receipt of adequate information to make a decision, where applicable. Divide total number of employee decision notifications by the number of employee decision notifications that were made within two business days after the receipt of adequate information.	1%
Accuracy of Leave Determinations (defined as verification of eligibility, correct decision, tracking completed)	98% accuracy. Divide total number of leave determinations by the number of leave determinations accurately processed.	1%

**UNITED STATES DEPARTMENT OF LABOR
WAGE AND HOUR DIVISION**

IN THE MATTER OF:

Milwaukee County

COMPLIANCE AGREEMENT

The parties to this Agreement, the U.S. Department of Labor, Wage & Hour Division (hereinafter DOL) and Milwaukee County hereby agree as follows:

1. DOL alleges Milwaukee County has failed to comply with the provisions of the Family Medical Leave Act (29 USC §§ 2601 *et seq.*) (hereinafter "FMLA") and said failure was confirmed by Wage-Hour investigation of individual employee claims. The claims of the individual employees have been addressed separately from this agreement.
2. This settlement agreement is entered into in order to resolve the parts of this matter dealing with the failure by Milwaukee County thus far to achieve compliance with FMLA due to inherent systemic violations which the DOL believes have been caused by the current manner in which Milwaukee County administers FMLA leave.
3. Milwaukee County has been at all relevant times a public agency, as defined in section 3(x) of the Fair Labor Standards Act, 29 U.S.C. 203(x), and has been at all relevant times an employer within the meaning of FMLA.
4. Milwaukee County states that it is currently in compliance with all applicable provisions of the FMLA and will comply therewith in the future.
5. Milwaukee County will provide employees with a Notice of Eligibility and a Notice of Rights and Responsibilities as set forth in 29 CFR § 825.300(b) and 29 CFR § 825.300(c) within 5 business days of Milwaukee County receiving notification by the employee or employee's family member of a serious medical condition that could qualify for FMLA leave (e.g. such as an employee calling in to notify the County that he/she or a family member is ill, injured, or at a hospital or other medical facility receiving care or has a medical appointment scheduled for treatment of a chronic serious health condition or pregnancy of the employee). Milwaukee County agrees to use forms and notices that comply with the specifications of 29 CFR Part 825.
6. Milwaukee County will follow the requirements for certification set forth in 29 CFR § 825.305 through .310. Milwaukee County may require that a request for FMLA leave be supported by a certification issued by the health care provider of the eligible employee or of the son, daughter, spouse, or parent of the employee. Employees shall provide to Milwaukee County, in a timely manner, a copy of such certification. If an employee exceeds the

duration and frequency of leave indicated on said certification, Milwaukee County agrees to request a recertification if it wishes to challenge the additional leave used.

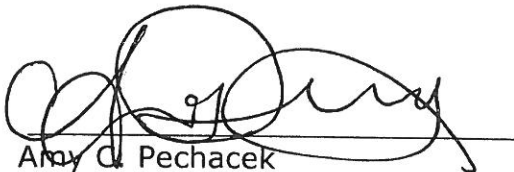
7. Milwaukee County is responsible in all circumstances for designating leave as FMLA-qualifying, and for giving notice of the designation to the employee as provided in 29 CFR §825.300(d). When Milwaukee County has enough information to determine the leave is being taken for a FMLA-qualifying reason (e.g. after receiving a complete and sufficient certification) Milwaukee County must notify the employee whether the leave will be designated and counted as FMLA leave within five business days absent extenuating circumstances.

8. Milwaukee County will assure that its payroll and time records are updated in a timely fashion to reflect approved FMLA leave. Additionally, the appropriate staff from each employee's department will be notified at the time leave is approved as FMLA qualifying.

9. Milwaukee County will responsively answer questions from employees in regard to their rights and responsibilities under the FMLA. Beginning May 9, 2014 through October 9, 2014 Milwaukee County will keep a log showing names of employees, dates, specific times, and methods (e.g. phone calls, emails, in person, facsimiles) by which the employees contacted Milwaukee County with such questions and dates, specific times, methods, and names of responding county representatives by which Milwaukee County responded to those questions. At the end of this six month period, Milwaukee County will evaluate the effectiveness of the log in maintaining compliance with FMLA and will either continue the practice if it had proved valuable and appears to still be a vital component to sustain said compliance or will suspend the log if deemed unnecessary or ineffectual. If Milwaukee County determines the log was not a valuable tool, but compliance with FMLA is elusive or still needs to be supported, Milwaukee County will implement a different tool to aid in compliance.

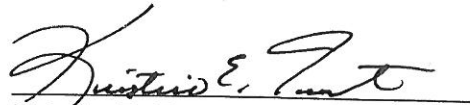
Effective upon signatures of the undersigned.

For Milwaukee County:



Amy C. Pechacek
Director, Risk Management
Milwaukee County
901 N 9th St, Room 302
Milwaukee, WI 53233
(414) 278-4332
(414) 223-1863(fax)
Amy.Pechacek@milwaukeecountywi.gov

For the Department of Labor:



Kristin E. Tout
Assistant District Director
United States Department of Labor
Wage Hour Division
331 2nd Avenue South, Suite 920
Minneapolis, MN 55401
(612) 344 0252(phone and fax)
Tout.Kristin@dol.gov

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(ITEM) From the Director of Risk Management, Department of Administrative Services, requesting authorization to execute a Contractual Agreement in the amount of \$96,798 per year with FMLA Source for Family Medical Leave Act and Wisconsin Family Medical Leave Act leave administrative services for a three-year term effective January 1, 2016, through December 31, 2018, with a total agreement value of \$290,394, by recommending adoption of the following:

A RESOLUTION

WHEREAS, the Risk Management Division of the Department of Administrative Services (DAS) administers leaves under the Family Medical Leave Act (FMLA) and Wisconsin Family Medical Leave Act for Milwaukee County; and

WHEREAS, the Department of Labor has cited Milwaukee County for numerous violations involving our leave administration process; and

WHEREAS, Milwaukee County lacks resources, technology, and expertise to perform this administration in compliance with the law; and

WHEREAS, the Risk Management Division, DAS, issued a joint Request for Proposals (RFP) for Third Party Administration Services for FMLA leaves for Milwaukee County and Milwaukee County Transit System; and

WHEREAS, FMLA Source was the highest point earner as determined by the RFP review panel; and

WHEREAS, the Committee on Finance, Personnel, and Audit, at its meeting of September 17, 2015, recommended adoption of the Director’s request (vote 7-0); now, therefore,

BE IT RESOLVED, the Milwaukee County Board of Supervisors hereby approves a contract with FMLA Source for Family Medical Leave Act and Wisconsin Family Medical Leave Act leave administration services for a three-year term starting on January 1, 2016, for a flat rate fee of \$96,798 for year one, \$96,798 for year two, and \$96,798 for year three, totaling \$290,394.

jmj
09/17/15
S:\Committees\2015\Sept\FPA\Resolutions\15-575.docx

Certificate Of Completion

Envelope Id: 4049AC59A3964C9B904E4CB7DDBB0FB5

Status: Completed

Subject: Please DocuSign: FMLA Source Inc

Source Envelope:

Document Pages: 16

Signatures: 12

Envelope Originator:

Certificate Pages: 6

Initials: 1

Jennifer Mueller

AutoNav: Enabled

633 W. Wisconsin Ave.

Envelopeld Stamping: Enabled

Suite 901

Time Zone: (UTC-06:00) Central Time (US & Canada)

Milwaukee, WI 53203

jennifer.mueller@milwaukeecountywi.gov

IP Address: 204.194.251.3

Record Tracking

Status: Original

Holder: Jennifer Mueller

Location: DocuSign

9/25/2019 10:10:27 AM

jennifer.mueller@milwaukeecountywi.gov

Signer Events

Signature

Timestamp

Tony Maze

tony.maze@milwaukeecountywi.gov

Director Benefits Administration

Security Level: Email, Account Authentication (None)

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Electronic Record and Signature Disclosure:

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Lamont Robinson

lamont.robinson@milwaukeecountywi.gov

Procurement Compliance Analyst

Milwaukee County

Signing Group: Community Business Development

Partners

Security Level: Email, Account Authentication (None)

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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Paul Kuglitsch

paul.kuglitsch@milwaukeecountywi.gov

Deputy Corporation Counsel

Milwaukee County

Signing Group: Corporation Counsel

Security Level: Email, Account Authentication (None)

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Scott Manske - Comptroller

comptrollersignature@milwaukeecountywi.gov

Comptroller

Milwaukee County

Security Level: Email, Account Authentication (None)

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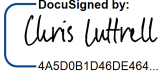
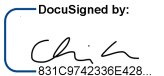
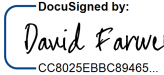
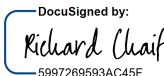
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Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
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<p>Chris Luttrell Chris.Luttrell@milwaukeecountywi.gov Director, Risk Management Milwaukee County Signing Group: Risk Management Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p>DocuSigned by:  4A5D081D46DE464...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 204.194.251.5</p>	<p>Sent: 10/9/2019 2:41:48 PM Viewed: 10/15/2019 10:13:22 AM Signed: 10/15/2019 10:13:28 AM</p>
<p>Chris Abele, County Executive CEXSignature@milwaukeecountywi.gov County Executive Milwaukee County Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p>DocuSigned by:  831C9742336E428...</p> <p>Signature Adoption: Drawn on Device Using IP Address: 204.194.251.3</p>	<p>Sent: 10/15/2019 3:14:15 PM Viewed: 10/16/2019 10:35:44 AM Signed: 10/16/2019 10:35:50 AM</p>
<p>David Farwell David.Farwell@milwaukeecountywi.gov Assistant Corporation Counsel Milwaukee County Signing Group: Corporation Counsel Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p>DocuSigned by:  CC8025EBBC89465...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 75.11.16.156</p>	<p>Sent: 10/16/2019 10:35:53 AM Viewed: 10/16/2019 1:43:01 PM Signed: 10/16/2019 1:43:12 PM</p>
<p>Richard Chaifetz rchaifetz@compsych.com CEO Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 11/12/2019 3:50:46 PM ID: 59bbe3c1-2fab-40e7-b28e-29df1d0a4581</p>	<p>DocuSigned by:  5997269593AC45F...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 38.104.98.238</p>	<p>Sent: 10/16/2019 1:43:15 PM Viewed: 11/12/2019 3:50:46 PM Signed: 11/21/2019 2:49:27 PM</p>

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Envelope Summary Events	Status	Timestamps
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

From time to time, Wisconsin Milwaukee County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Wisconsin Milwaukee County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: plee@milwcnty.com

To advise Wisconsin Milwaukee County of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at plee@milwcnty.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Wisconsin Milwaukee County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to plee@milwcnty.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Wisconsin Milwaukee County

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to plee@milwcnty.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">• Allow per session cookies• Users accessing the internet behind a Proxy Server must enable HTTP

1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Wisconsin Milwaukee County as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Wisconsin Milwaukee County during the course of my relationship with you.