

RESTATED AGREEMENT FOR INFORMATION TECHNOLOGY SERVICES

This Restated Agreement for Information Technology Services (hereinafter the "Agreement") is entered into between **Conduent State & Local Solutions, Inc.** (hereinafter referred to as "Conduent" or the "Contractor"), with offices located at 12410 Milestone Center Drive, Suite 600, Germantown, Maryland 20876, and the **Milwaukee County Department of Child Support Services**, with offices located at 901 North 9th Street, Milwaukee, Wisconsin 53233 (hereinafter "Customer" or "Milwaukee County"), referred to individually as Party and collectively as Parties.

SECTION 1 - BACKGROUND AND OBJECTIVES

This Agreement is entered into in connection with Customer's decision to extend its agreement with Conduent to obtain certain call center support services related to Customer's business operations. This Agreement and the Exhibits thereto set forth all terms and conditions governing the relationship between Conduent and Customer.

SECTION 2 - TERM

The term of this Agreement (the "Term") **shall commence on February 1, 2020 and shall end on January 31, 2023**, unless earlier terminated either by the expiration or termination of Conduent's Wisconsin SDU contract or as otherwise provided in this agreement. This agreement may at the discretion of the Customer, be extended for an additional two, two-year periods under its original terms, except that for each two-year extension period, monthly compensation will be increased by 5% over the previous period's monthly compensation.

SECTION 3 - SERVICES

Conduent shall provide all services, personnel, and tools (hereinafter jointly referred to as the "Services") as outlined in Exhibit A – Statement of Work, which is attached to and made a part of this Agreement. The Statement of Work constitutes the minimum quantity and level of services and deliverables to be provided in connection with this Agreement. Supplemental services may be procured by Customer in accordance with Section 4 hereof.

SECTION 4 – SUPPLEMENTAL SERVICES

While Conduent is committed to providing all Services outlined in the Statement of Work, it is, however, in the best interests of all parties to create a structure to address any unforeseen, but necessary, scope increases. Any effort that does not fall within the Statement of Work outlined in Exhibit A will be subject to the change order process. Conduent shall assist Customer in defining, documenting and quantifying the change order. Conduent shall prepare and submit to Customer a detailed change order proposal for Customer's review and approval. Customer shall timely respond to each change order request. All terms and conditions of the change order proposal (including any applicable payment terms) will be incorporated into an amendment to this Agreement. Conduent will not be required to perform activities deemed out of scope without a fully executed amendment signed by both parties.

SECTION 5 - CONFIDENTIALITY

Section 5.1 Customer Confidential Information

With respect to information relating to Customer's business that is confidential and clearly so designated ("Customer Confidential Information"), Conduent will instruct its personnel and any subcontractors to keep such information confidential by using the same degree of care and discretion that Conduent uses with similar information of Conduent that Conduent regards as confidential. Conduent understands that

all personally identifiable case and participant information is confidential under state and federal law, and shall only be used for purposes associated with the administration of Child Support services. Conduent shall not be required, however, to keep confidential any information that: (i) is or becomes publicly available; (ii) is already in Conduent's possession; (iii) is independently developed by Conduent outside the scope of this Agreement; or (iv) is rightfully obtained from third parties. In addition, Conduent shall not be required to keep confidential any ideas, concepts, methodologies, inventions, discoveries, developments, improvements, know-how or techniques developed by Conduent in the course of its services hereunder. For the avoidance of doubt, Conduent may share such information with Conduent employees, affiliates, and subcontractors only as required in order to perform this Agreement.

Section 5.2 Conduent Confidential Information

Customer agrees that Conduent' methodologies, tools, concepts, know-how, structures, techniques, inventions, developments, processes, discoveries, improvements, proprietary data and software programs, and any other information identified as proprietary or confidential by Conduent, which may be disclosed to the Customer, are confidential and proprietary information ("Conduent Confidential Information"). With respect to Conduent Confidential Information, the Customer shall keep such information confidential by using the same degree of care and discretion that it uses with similar information of its own which Customer regards as confidential. However, Customer shall not be required to keep confidential any information which: (i) is or becomes publicly available; (ii) is already in Customer's possession; (iii) is independently developed by the Customer outside the scope of this Agreement and without any reliance on Conduent Confidential Information; or (iv) is rightfully obtained from third parties.

Section 5.3 Use of Confidential Information

Conduent and Customer shall use each other's confidential information only for the purposes of this Agreement and shall not disclose such confidential information to any third party, other than as set forth herein, or to each other's employees, Conduent's permitted subcontractors, or Customer's permitted consultants on a need-to-know basis, without the other party's prior written consent.

Section 5.4 Security Procedures

While at the Customer's premises, Conduent personnel shall comply with all security regulations and procedures applicable to the Customer's employees and visitors as to which Conduent shall have been notified in writing by the Customer.

SECTION 6 - AUDITS

The Contractor, its officers, directors, and employees shall allow the County Audit Services Division and department contract administrators (collectively referred to as Designated Personnel) and any other party the Designated Personnel may name (other than direct competitors of Contractor) to audit Contractor's records to ensure compliance with the terms and conditions of the Agreement.

The County Audit Services Division shall provide Contractor with no less than five (5) business days' prior written notice. Such audits may be performed throughout the term of the Agreement and for a period of up to three (3) years following the end date of this contract. Customer shall have no access to Conduent's internal cost information, personnel records, and/or trade secrets or other proprietary information, unless they are directly related to the terms of this agreement Audits will be conducted during regular business hours and on a non-interference basis. Contractor may request a brief entrance and exit conference with County auditors, and County will provide Contractor with a reasonable opportunity to review the auditor's draft findings prior to finalization.

Any subcontractors or other parties performing work on this Contract will be bound by the same terms and responsibilities as the Contractor. All subcontracts or other agreements for work performed on this Contract will include written notice that the subcontractors or other parties understand and will comply with such terms and responsibilities. The Contractor and any subcontractors understand and will abide by the requirements of Section [34.09](#) (Audit) and Section [34.095](#) (Investigations Concerning Fraud, Waste, and Abuse) of the Milwaukee County Code of General Ordinances.

SECTION 7 - INSURANCE; RISK OF LOSS

Section 7.1 Required Insurance Coverage

Conduent must provide County with evidence of the following minimum insurance requirements. In no way do these minimum requirements limit the liability assumed elsewhere in the contract. All parties shall, at their sole expense, maintain the following insurance:

- A. Commercial General Liability Insurance including contractual coverage: The limits of this insurance for bodily injury and property damage Combined shall be at least:

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products – Completed Operations Limit	\$2,000,000
Personal and Advertising injury Limit	\$1,000,000

- B. Business Automobile Liability Insurance:
Should the performance of this Agreement involve the use of automobiles, Contractor shall provide comprehensive automobile insurance covering the ownership, operation and maintenance of all owned, non-owned and hired motor vehicles. Contractor shall maintain limits of at least \$1,000,000 per accident for bodily injury and property damage combined.

- C. Workers’ Compensation Insurance:
Such insurance shall provide coverage in amounts not less than the statutory requirements in the state where the work is performed, even if such coverages are elective in that state.

- D. Employers Liability Insurance:
Such insurance shall provide limits of not less than \$500,000 policy limit.

- E. Cyber Liability Insurance:
The limits of this insurance shall be at least per claim:

Security Liability	\$5,000,000
Privacy Liability	\$5,000,000
Regulatory Proceedings	\$5,000,000

- F. Professional Liability/Errors and Omissions:
This insurance should insure the professional services of the Contractor for the scope of services to be provided under this contract. Such insurance shall provide limits of not less than \$5,000,000 per claim.

Additional Requirements:

- G. Contractor shall require the same minimum insurance requirements, as listed above, of all its contractors, and subcontractors, and these contractors, and subcontractors shall also comply with the additional requirements listed below.
- H. The insurance specified in (A.) and (B.) above shall: (a) name County including its directors, officers, employees and agents as additional insureds by endorsement to the policies, and, (b) provide that such insurance is primary coverage with respect to all insureds and additional insureds.
- I. The above insurance coverages may be obtained through any combination of primary and excess or umbrella liability insurance. County may require higher limits or other types of insurance coverage(s) as necessary and appropriate under the applicable purchase order.
- J. Except where prohibited by law, all insurance policies shall contain provisions that the insurance companies waive the rights of recovery or subrogation, by endorsement to the insurance policies, against County, its subsidiaries, its agents, servants, invitees, employees, co-lessees, co-venturers, affiliated companies, contractors, subcontractors, and their insurers.
- K. Contractor shall provide certificates evidencing the coverages, limits and provisions specified above on or before the execution of the Agreement and thereafter upon the renewal of any of the policies. Contractor shall require all insurers to provide County with a thirty (30) day advanced written notice of any cancellation, nonrenewal or material change in any of the policies maintained in accordance with this Agreement. Coverage must be placed with carriers with an A. M. Best rating of A- or better.

Section 7.2 Risk of Loss

As of the effective date, each Party shall be responsible for risk of loss of and damage to any equipment, software or other materials in its possession or under its care, custody, and control.

SECTION 8 - CHARGES

Section 8.1 Charges

Subject to the other provisions of this Agreement, Customer shall pay to Conduent the amounts set forth in Exhibit B – Applicable Charges, attached to and made a part of this Agreement. Services performed in connection with an amendment will be performed either on a time and material (T&M) or fixed-fee basis as specified in the amendment. The charges applicable during each renewal term will be mutually agreed to by the Parties and incorporated into this Agreement as an amendment.

Section 8.2 Taxes

(a) Conduent will pay any sales, use, excise, value-added, services, consumption, and other taxes and duties imposed on any goods and services acquired, used or consumed by Conduent in connection with the Services.

(b) Customer will pay when due any sales, use, excise, value-added, services, consumption, or other tax imposed by any taxing jurisdiction as of the effective date on the provision of the Services or any component thereof, as the rate of such tax may change from time to time during

the applicable Term. If applicable, such taxes will be in addition to the Applicable Charges listed in Exhibit B.

(c) If any taxing jurisdiction imposes after the Effective Date a new sales, use, excise, value-added, services, consumption, or other tax on the provision of the Services or any component thereof, the parties shall cooperate in attempting to reduce the amount of such tax to the maximum extent feasible. Customer shall be liable for any such new tax imposed on the Charges for the provision of the Services or any component thereof.

SECTION 9 - INVOICING AND PAYMENT

Section 9.1 Invoices and Payment

Conduent will issue to Customer, on a monthly basis, one (1) invoice for all amounts due with respect to services to be rendered and products delivered in the upcoming month. Payment terms for materials and services will be as specified in Exhibit B. Each invoice will separately state all applicable charges, reimbursable expenses and taxes payable. Invoices delivered pursuant to this Section shall be due and payable within thirty (30) days after invoice issuance, unless other payment terms are mutually agreed to. All periodic charges for any partial month under this Agreement will be prorated. Invoices shall be submitted to: Milwaukee County Department of Child Support Services, Attn: Agnes Marcinowski, Operations Manager.

Section 9.2 Late Payment

Any sum or credit due either party under this Agreement that is not paid or granted on the date due will thereafter bear interest until paid or applied, as the case may be, at a rate of interest equal to the greater of (i) the prime rate established from time to time by Citibank of New York, or (ii) 1% per month.

SECTION 10 - WARRANTIES

Conduent warrants that all services will be provided in a good and workmanlike manner, by qualified personnel, and in accordance with generally applicable industry standards. In addition, Conduent will transfer and extend to Customer all standard warranty coverage for materials, equipment and other items delivered pursuant to this Agreement, to the extent such warranties may exist and such transfers are allowed by the original equipment manufacturer or vendor. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS SECTION, ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED, AS ARE ANY CLAIMS FOR INDIRECT AND/OR CONSEQUENTIAL DAMAGES.

SECTION 11 - INDEMNIFICATION

Conduent will protect, defend, indemnify, and hold whole and harmless the Customer and all of its officers, agents, and employees involved in the performance of this Contract from and against:

(a) Any third party claim brought against Customer relating to the death, personal injury or bodily injury, or the damage, loss or destruction of real or tangible personal property, to the extent caused by the tortious acts or omissions of Conduent, its employees, contractors or agents in connection with the performance of the Services;

(b) Any third party claim brought against Customer relating to the willful or fraudulent misconduct of Conduent, its employees, contractors or agents in connection with the performance of the Services;

(c) Any third party claim brought against Customer relating to an actual infringement of any United States patent, copyright, or any actual trade secret disclosure, by Conduent, its employees, contractors or agents in connection with the performance of the Services. Conduent shall have a right of contribution from Customer with respect to any claim to the extent that Customer is responsible for contributing to the alleged injury.

SECTION 12 - LIMITATIONS ON LIABILITY

Section 12.1 Limit on Types of Damages Recoverable

NOTWITHSTANDING ANYTHING TO THE CONTRARY ELSEWHERE IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Section 12.2 Limit on Amount of Direct Damages Recoverable

EACH PARTY'S TOTAL CUMULATIVE, AGGREGATE LIABILITY TO THE OTHER FOR ANY AND ALL ACTIONS, WHETHER IN CONTRACT TORT, OR OTHERWISE, WILL NOT EXCEED THE U.S. DOLLAR EQUIVALENT OF THE TOTAL AMOUNT OF PRODUCTS OR SERVICES PURCHASED BY THE CUSTOMER PURSUANT TO THIS AGREEMENT DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE DATE Conduent IS NOTIFIED BY CUSTOMER OF ANY CLAIM. THIS LIMITATION WILL NOT APPLY TO ANY FEES OR CHARGES PAYABLE BY CUSTOMER UNDER THIS AGREEMENT NOR SHALL THIS LIMITATION REMOVE THE REQUIREMENTS FOR INSURANCE BY CONTRACTOR SET FORTH UNDER SECTION 7.

Section 12.3 Force Majeure

(a) Neither party shall be liable for any failure or delay in the performance of its obligations under this Agreement, if any, to the extent that such failure is caused, directly or indirectly, without fault by such party, by fire, flood, earthquake, elements of nature or acts of God; labor disruptions or strikes; acts of war, terrorism, riots, civil disorders, rebellions or revolutions; quarantines, embargoes and other similar governmental action; or any other cause beyond the reasonable control of such party. Events meeting the criteria set forth above are referred to collectively as "Force Majeure Events."

(b) Upon the occurrence of a Force Majeure Event, the non-performing party shall be excused from any further performance or observance of the affected obligation(s) for as long as such circumstances prevail and such party continues to attempt to recommence performance or observance whenever and to whatever extent possible without delay. Any party so delayed in its performance will immediately notify the other by telephone or by the most timely means otherwise available (to be confirmed in writing within five (5) Business Days of the inception of such delay) and describe in reasonable detail the circumstances causing such delay.

Section 12.4 Actions of Other Party

Neither Party shall be liable for any failure or delay in the performance of its obligations under this Agreement if and to the extent that such failure or delay is caused by the actions or omissions of the other Party or breaches of this Agreement by the other Party provided that the Party which is unable to perform has provided the other Party with reasonable notice of such non-performance and has used commercially reasonable efforts to perform notwithstanding the actions, omissions or breaches of the other party.

SECTION 13 – TERMINATION

Section 13.1 Termination for Cause

(a) Customer will have the option, but not the obligation, to terminate this Agreement for cause for any material breach of the Agreement by Conduent that Conduent does not cure within thirty (30) days of the date on which Conduent receives Customer's written notice of such breach, or, if a cure cannot reasonably be fully completed within 30 days, by a later date approved by the Customer in writing. Customer may exercise its termination option by delivering to Conduent written notice of such termination identifying the scope of the termination and the termination date.

(b) Conduent will have the option, but not the obligation, to terminate this Agreement if Customer fails to pay when due undisputed amounts owed to Conduent and fails to cure such failure within sixty (60) days after receipt from Conduent of written notice from Conduent.

Section 13.2 Effect of Termination

Termination of this Agreement for any reason under this Section will not affect (i) any liabilities or obligations of either party arising before such termination or out of the events causing such termination, or (ii) any damages or other remedies to which a party may be entitled under this Agreement, at law or in equity, arising from any breaches of such liabilities or obligations.

SECTION 14 - APPLICABLE LAW, JURISDICTION, VENUE, AND REMEDIES

Section 14.1 Applicable Law

All questions concerning the validity, interpretation and performance of this Agreement shall be governed by and decided in accordance with the laws of the State of Wisconsin.

Section 14.2 Jurisdiction and Venue

The Parties hereby submit and consent to the exclusive jurisdiction of any state or federal court located within the State of Wisconsin and irrevocably agree that all actions or proceedings relating to this Agreement, which cannot be solved by mediation or arbitration, shall be litigated in such courts, and each of the Parties waives any objection that it may have based on improper venue or *forum non conveniens* to the conduct of any such action or proceeding in such court.

Section 14.3 Equitable Remedies

The Parties agree that in the event of any breach or threatened breach of any provision of this Agreement concerning (i) Confidential Information, or (ii) other matters for which equitable rights may be granted, money damages would be an inadequate remedy. Accordingly, such provisions may be enforced by the preliminary or permanent, mandatory or prohibitory injunction or other order of a court of competent jurisdiction.

SECTION 15 – MISCELLANEOUS

Section 15.1 Customer Provided Resources and Technical Working Environment

Customer shall provide Conduent resources with reasonable access to Customer facilities as well as secure storage areas for materials, equipment and tools. Other specific resource needs may be identified following contract award and shall be commensurate with the level of effort required under the Statement of Work.

Section 15.2 Binding Nature and Assignment

Neither party may assign, voluntarily or by operation of law, any of its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, that either may assign its rights and obligations under this Agreement to an Affiliate, or to an entity which acquires all or substantially all of the assets or voting stock of that party if such Affiliate or entity can demonstrate to the reasonable satisfaction of the other party that it has the ability to fulfill the obligations of the assigning party under this Agreement (and in the case of assignment by Customer, such third party agrees to pay any charges imposed by third parties relating to such assignments). No assignment by a party shall relieve such party of its rights and obligations under this Agreement. Subject to the foregoing, this Agreement shall be binding on the Parties and their respective successors and assigns.

Section 15.3 Expenses

In this Agreement, unless otherwise specifically provided, all costs and expenses (including the fees and disbursements of legal counsel) incurred in connection with this Agreement, and the completion of the transactions contemplated by this Agreement shall be paid by the party incurring such expenses.

Section 15.4 Amendment and Waiver

No supplement, modification, amendment or waiver of this Agreement shall be binding unless executed in writing by the party against whom enforcement of such supplement, modification, amendment or waiver is sought. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

Section 15.5 Further Assurances; Consents and Approvals

Each party shall provide such further documents or instruments required by the other party as may be reasonably necessary or desirable to give effect to this Agreement and to carry out its provisions. Whenever this Agreement requires or contemplates any action, consent or approval, such party will act reasonably and in good faith and (unless the Agreement expressly allows exercise of a party's sole discretion) will not unreasonably withhold or delay such action, consent or approval.

Section 15.6 Severability

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction.

Section 15.7 Entire Agreement

This Agreement, including its Exhibits, constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the Parties pertaining to the subject matter hereof.

Section 15.8 Notices

Any notice, demand or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed delivered to a Party (i) when delivered by hand or courier, (ii) when sent by confirmed facsimile with a copy sent by another means specified in this Section, or (iii) six (6) days after the date of mailing if mailed by United States certified mail, return receipt requested, postage

prepaid, in each case to the address of such party set forth below (or at such other address as the party may from time to time specify by notice delivered in the foregoing manner):

If to Customer:

Milwaukee County Department of Child Support Services
John P. Hayes Center
901 North 9th Street
Courthouse - Room 101
Milwaukee, WI 53233
Attn: Jim Sullivan

If to Conduent:

Conduent State & Local Solutions, Inc.
12410 Milestone Center Drive
Germantown, MD 20876

With a copy to:

Conduent State & Local Solutions, Inc.
12410 Milestone Center Drive
Germantown, MD 20876
Attn: Legal Department

Section 15.9 Survival

Any provision of this Agreement that contemplates performance or observance subsequent to any termination or expiration of this Agreement shall survive expiration or termination of this Agreement.

Section 15.10 Independent Contractors

Conduent shall perform its obligations under this Agreement as an independent contractor of Customer. Nothing in this Agreement shall be deemed to constitute Conduent and Customer as partners, joint venturers, or principal and agent. Conduent has no authority to represent Customer as to any matters except as expressly authorized in this Agreement.

Section 15.11 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument.

Section 15.12 Non-Discrimination Policy

In connection with the performance of work under this Agreement, Conduent agrees not to discriminate against any employee or customer because of national origin, age, race, religion, color, disability or association with a person with a disability, sex, arrest or conviction record, sexual orientation, marital status, political affiliation, or military participation.

Section 15.13 Ownership

Customer shall hold title to all deliverables created under this agreement upon delivery. For the avoidance of doubt, and notwithstanding any other clause in this agreement, all intellectual property, whether

owned by Conduent, its affiliates, Conduent Corporation or by third parties, produced prior to, contemporaneously under this contract or independently of this contract shall continue to belong to its creator or its successor in interest, regardless of whether or not such intellectual property has been included in any work for hire developed under this contract or has been used to provide services under this contract. Customer shall have no residual rights to Conduent's hardware or software tools beyond the term of the agreement.

Section 15.14 Acceptance

Notwithstanding any other clause in this Contract, this Contract is a services contract with no nonservice deliverables and, consequently, no acceptance process shall apply.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first above written.

Signature page found on next page. Rest of this page left intentionally blank.

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

FOR MILWAUKEE COUNTY:

DocuSigned by:
BY: Jim Sullivan DATE: 10/21/2019
6D4FD66843BE4E0...
NAME: James Sullivan
TITLE: Director
DEPARTMENT: Child Support Services

FOR _____

BY: _____ DATE: _____
NAME: _____
TITLE: _____
TAXPAYER ID No.: _____

REVIEWED AS TO INSURANCE REQUIREMENTS:

DocuSigned by:
BY: Chris Luttrell DATE: 10/27/2019
4A5D0B1D46DE464...
Risk Manager
Office of Risk Management

APPROVED WITH REGARDS TO COUNTY ORDINANCE CHAPTER 42:

DocuSigned by:
BY: Lamont Robinson DATE: 10/22/2019
FECB78150D4D42D...
Director
Community Business Development Partners

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

DocuSigned by:
BY: [Signature] DATE: 10/22/2019
F2FF9C00D50848B...
Milwaukee County Comptroller
Office of the Comptroller

APPROVED REGARDING FORM AND INDEPENDENT CONTRACTOR STATUS:

DocuSigned by:
BY: David Farwell DATE: 10/21/2019
CC8025EBBC89465...
Corporation Counsel
Office of Corporation Counsel

REVIEWED AND APPROVED BY THE COUNTY EXECUTIVE:

DocuSigned by:
BY: [Signature] DATE: 10/29/2019
831C9742336E428...
County Executive
Office of the County Executive

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

BY: _____ DATE: _____
Corporation Counsel
Office of Corporation Counsel

Exhibit A
Statement of Work

Services to begin on February 1, 2020

1 CALL CENTER

1.1 Responsibilities of Conduent

1.1.12 Conduent will research and resolve customer calls regarding:

- 1.1.13 Application for services
- 1.1.14 Establishment of paternity
- 1.1.15 Genetic testing process
- 1.1.16 Establishment of support orders
- 1.1.17 Support payment and receipt
- 1.1.18 Payment disbursements
- 1.1.19 Case Status

1.1.20 General questions regarding enforcement actions:

- 1.1.20.1 Liens
- 1.1.20.2 Passport denial
- 1.1.20.3 Account seizures
- 1.1.20.4 Tax intercept

1.1.21 Modification of orders (worklist county worker)

1.1.22 Enforcement requests (worklist county worker if over 30 days)

1.1.23 Medical insurance (general information)

1.1.24 Address and employer updates

1.1.24.1 Updates must be done in KIDS 01, 02, F9, shift F6

1.1.25 Review and adjustments process

1.1.26 Customer complaints regarding the Conduent call center (calls will be directed to officials at Milwaukee County)

1.1.27 Calls regarding other services (visitation, TPR, Child Welfare)

1.1.28 General child support questions that can be reasonably answered through use of the KIDS system

1.1.29 General information related to the Children's first program

1.1.30 Second referrals will be directed to officials at Milwaukee County.

1.1.31 Conduent employees will mail out:

- 1.1.31.1 Application packets (Conduent will first refer callers to download from BCS website. If the internet is not available to caller, CONDUENT will mail application packet to caller.)
- 1.1.31.2 Packets prepared by county workers (the cost of the packet materials being the responsibility of Milwaukee County)
- 1.1.31.3 Direct deposit application forms
- 1.1.31.4 Pay records (Milwaukee County refers all request for payment records to WISCTF)

1.1.32 Postage for mailings will be paid by Conduent and reimbursed monthly by Milwaukee County as part of the normal invoicing process.

1.1.33 Conduent will transfer the following calls to the Milwaukee County Child Support:

- 1.1.33.1 Media inquires
- 1.1.33.2 Legislative inquires

1.1.34 Labor

1.1.34.1 Conduent will provide about ten (10) full-time employees to handle the calls to the call center

1.1.35 Hours

1.1.35.1 Conduent will handle calls between the hours of 8:00 a.m. and 4:30 p.m, Monday through Friday, excluding State designated holidays. No calls will be handled on Saturday or Sunday.

1.1.36 Reporting

1.1.37 Conduent will provide monthly data regarding:

1.1.37.1 Number of calls

1.1.37.2 Average monthly hold time

1.1.37.3 Average monthly talk time

1.1.38 Equipment

1.1.38.1 All equipment provided under this agreement will remain the property of Conduent.

1.1.39 Assumptions and Goals

1.1.39.1 Per Milwaukee County, the call volume is estimated to be about 11,000 calls per month.

1.1.39.2 CONDUENT will attempt to answer all calls to the call center

1.1.39.3 CONDUENT will attempt to limit average hold time to three (3) minutes

1.1.39.4 CONDUENT will attempt to limit talk time to four (4) minutes and wrap time to one and one-half (1.5) minutes

1.1.39.5 CONDUENT will attempt to put adequate notes in the KIDS case events

1.1.39.6 CONDUENT will attempt to communicate with the IV-D Director at least once a month to cover contract progress and performance

1.2 Responsibilities of Milwaukee County

1.2.12.1 Provide appropriate training for call center employees, free of charge for Conduent

1.2.12.2 Provide any necessary guidance to Conduent regarding any issues not addressed in this scope of work

1.2.12.3 Receive and handle issues sent from Conduent through the KIDS system worklist function.

2 CONSULTING SERVICES

If during the Term of the Contract, Customer requires the Consulting Services from Conduent to further develop their Child Support Services and Functions, as well as provide an accurate compensation model to their employees, the Customer may do so at any given time by requesting the execution of a Task Order.

The Task Order will detail the following:

1. Date upon which the Consulting Services will commence and when the services will be concluded
2. Scope of the Consulting Services and how they will be rendered
3. Pricing and pricing schedule of the Consulting Services

**Exhibit B
Compensation**

1. Customer shall pay Conduent the following rates for the following services rendered or for deliverables or for both as set forth in the Scope of Work:
 - 1.1. \$40,000 per month for services rendered
 - 1.2. The cost that Conduent incurred for mailing county documents
 - 1.3. The cost of any travel and other expenses related to provision of consulting services
2. Conduent shall send an itemized invoice to the Customer on a monthly basis for services rendered.
3. Customer shall pay Conduent within thirty (30) calendar days from the date of invoice.
4. For consulting services performed by Conduent the Customer will reimburse Conduent for reasonable travel and related expenses in the performance of these services. An itemized list of the expenses will be provided as an attachment to the monthly invoice.

2020 Conduent

Conduent currently contracts with the State of Wisconsin to run the Wisconsin Child Support Trust Fund, which collects and disburses all child support payments in Wisconsin and includes a call center for child support payment issues. Through that contract it is the only vendor that has access to Wisconsin's confidential statewide child support case management and support disbursement system, called KIDS (Kids Information Data System). Additionally, Conduent is a nationwide leader in assisting states and large urban jurisdictions improve child support performance. It offers consulting services to study and evaluate child support work processes and make recommendations for improving processes to more dramatically improve performance.

TBE Participation Recommendation

CONTACT INFORMATION

Contract Administrator: Mashunda McGlaston Phone: 278-4754 Date: 10/8/19
Email Address mashunda.mcglaston@milwaukeecountywi.gov Dept: Child Support Grant \$\$: 66% Org No. 2432

PROJECT INFORMATION

Project Name: Conduent Call Center and Consulting Contract Project No.: _____

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

Conduent is the vendor we are required to use through the State of Wisconsin. Conduent runs the State of Wisconsin's Child Support Trust Fund and Call Center, along with providing call center services for a number of other Wisconsin county child support agencies. Conduent, through its state contract for the Trust Fund has the necessary access to KIDS, the confidential statewide child support computer system.

Contracting Opportunities (List NAICS codes): _____

TYPE OF PROJECT

Contract Value: \$1,500,000 over 3 years Contract Type: Purchase of 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 James Sullivan Signature  Date 10/9/19

CBDP USE ONLY

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

This contract is exempt from a participation goal: ___ Yes ___ No

Approved: DocuSigned by:
Lamont Robinson
FECB78150D4D42D... Date: 10/22/2019

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.

CONTRACT FORM 1684 R5 (Refer to ADMINISTRATIVE MANUAL Section 1.13, for procedures)

Mail to: Preliminary: Office of the Comptroller, Courthouse Room 301 Final: Accounts Payable, Courthouse Room 301 <u>and</u> Community Business Development Partners, City Campus - 8th Floor Preliminary: Office of the Comptroller, Contract Signatures, Room 301 Courthouse Final: Office of the Comptroller, Accounts Payable, Room 301 Courthouse Community Business Development Partners, 8th Floor City Campus	CONTRACT TYPE Professional Service - Operating Professional Service - Capital Purchase of Service x Preliminary x Final	
DEPARTMENT NAME	AGENCY NO.	DEPARTMENT (HIGH) ORG
Child Support Services	243	2430

VENDOR INFORMATION				
VENDOR NO.	ORDER TYPE	NEW or	AMEND	CONTRACT NO.
72675		X	
NAME OF VENDOR		ADDRESS		
Conduent State & Local Solutions, Inc.		2828 N Haskell Dallas, TX 75204		
TAX I.D. NO.	EFFECTIVE DATES:		LENGTH OF CONTRACT (IN MONTHS)	AMENDMENT ONLY: DOLLAR CHANGE
	begin date	end date		TOTAL CONTRACT AMOUNT
13-1996647	02/01/20	01/31/23	36	\$ 1,500,000.00

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	243	2440			6146				\$ 458,000.00
2021	02	0001	243	2440			6146				\$ 500,000.00
2022	03	0001	243	2440			6146				\$ 500,000.00
2023	03	0001	243	2440			6146				\$ 42,000.00

PURPOSE OF CONTRACT

The 2020 costs consist of \$40,000 per month for 11 months for call center services and up to \$18,000 for any mailing, travel and other expenses.
 The 2021 and 2022 costs consist of \$40,000 per month for call center services and \$20,000 for any mailing, consulting and travel services.
 The 2023 costs consist of \$40,000 for 1 month of call center services and up to \$2,000 for any mailing, travel and other expenses.

Was County Board approval received prior to contract execution or contract amendment or extension?

If YES, give County Board File No. pending 19- Date Approved Anticipated 12/12/19

If NO, why is County Board approval not required? _____

Was Contract **fully** executed prior to work being performed (all signatures received)? YES NO

Is Vendor a certified professional service DBE? YES NO

Prepared By	Date	Title
Signature of County Administrator	Date	Title

Certificate Of Completion

Envelope Id: F8394CF7B13B436C89F796C177F53DCB
 Subject: Please DocuSign: Conduent Call Center Contract
 Source Envelope:
 Document Pages: 18
 Certificate Pages: 6
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent

Envelope Originator:
 Cheryl Berry
 633 W. Wisconsin Ave.
 Suite 901
 Milwaukee, WI 53203
 cheryl.berry@milwaukeecountywi.gov
 IP Address: 204.194.251.3

Record Tracking

Status: Original
 10/18/2019 10:55:19 AM

Holder: Cheryl Berry
 cheryl.berry@milwaukeecountywi.gov

Location: DocuSign

Signer Events

Jim Sullivan
 james.sullivan@milwaukeecountywi.gov
 Security Level: Email, Account Authentication
 (None)

Signature

DocuSigned by:

 6D4FD66843BE4E0...

Timestamp

Sent: 10/18/2019 2:45:20 PM
 Viewed: 10/21/2019 4:01:56 PM
 Signed: 10/21/2019 4:02:48 PM

Signature Adoption: Pre-selected Style
 Using IP Address: 204.194.251.5

Electronic Record and Signature Disclosure:
 Accepted: 10/21/2019 4:01:56 PM
 ID: a1aedbf8-4e5b-4971-8795-799c43bf20a9

Lamont Robinson
 lamont.robinson@milwaukeecountywi.gov
 Procurement Compliance Analyst
 Milwaukee County
 Signing Group: Community Business Development
 Partners
 Security Level: Email, Account Authentication
 (None)

DocuSigned by:

 FECB78150D4D42D...

Sent: 10/21/2019 4:02:50 PM
 Viewed: 10/22/2019 8:14:08 AM
 Signed: 10/22/2019 9:22:57 AM

Signature Adoption: Pre-selected Style
 Using IP Address: 204.194.251.3

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

David Farwell
 David.Farwell@milwaukeecountywi.gov
 Assistant Corporation Counsel
 Milwaukee County
 Signing Group: Corporation Counsel
 Security Level: Email, Account Authentication
 (None)

DocuSigned by:

 CC8025EBBC89465...

Sent: 10/21/2019 4:02:51 PM
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 Signed: 10/21/2019 4:52:26 PM

Signature Adoption: Pre-selected Style
 Using IP Address: 75.11.16.156

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Scott Manske - Comptroller
 comptrollersignature@milwaukeecountywi.gov
 Comptroller
 Milwaukee County
 Security Level: Email, Account Authentication
 (None)

DocuSigned by:

 F2FF9C00D50848B...

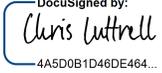
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 Viewed: 10/22/2019 8:41:30 AM
 Signed: 10/22/2019 8:55:18 AM

Signature Adoption: Uploaded Signature Image
 Using IP Address: 204.194.251.3

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Signer Events	Signature	Timestamp
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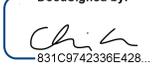
Chris Luttrell
 Chris.Luttrell@milwaukeecountywi.gov
 Director, Risk Management
 Milwaukee County
 Signing Group: Risk Management
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 4A5D0B1D46DE464...
 Signature Adoption: Pre-selected Style
 Using IP Address: 99.17.252.166

Sent: 10/21/2019 4:02:51 PM
 Viewed: 10/27/2019 2:53:25 PM
 Signed: 10/27/2019 2:53:32 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Chris Abele, County Executive
 CEXSignature@milwaukeecountywi.gov
 County Executive
 Milwaukee County
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 831C9742336E428...
 Signature Adoption: Drawn on Device
 Using IP Address: 204.194.251.3

Sent: 10/27/2019 2:53:35 PM
 Viewed: 10/29/2019 2:39:03 PM
 Signed: 10/29/2019 2:39:13 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Cheryl Berry
 cheryl.berry@milwaukeecountywi.gov
 Executive Assistant - Child Support
 Milwaukee County
 Security Level: Email, Account Authentication (None)

Sent: 10/29/2019 2:39:15 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Corporation Counsel
 Signing Group: Corporation Counsel
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Scott Cade
 scott.cade@conduent.com
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Gary Rogowski
 gary.rogowski@conduent.com
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Carbon Copy Events	Status	Timestamp
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Not Offered via DocuSign

Mashunda McGlaston

mashunda.mcglaston@milwaukeecountywi.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent

Hashed/Encrypted

10/29/2019 2:39:15 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

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- 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.

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