

SERVICE AGREEMENT FOR ADMINISTRATION OF A CLAIMS PROGRAM

This Service Agreement for Administration of a Claims Program dated May 14, 2020 (the “Agreement”), is entered into, by and between Sedgwick Claims Management Services, Inc. (“Sedgwick”), and Milwaukee County (the “Client”) (Sedgwick and Client together the “Parties”).

RECITALS

1. Client self-insures its claims administration program for workers’ compensation risks and desires to have Sedgwick provide the specific services set forth below in connection with such self-insured program (the “Program,” as defined on the attached Exhibit A).
2. The Agreement consists of the following three (3) documents listed below, all of which are incorporated herein by reference, in the following order of precedence that will govern any inconsistencies between the terms of this Agreement and the terms of any Exhibits, Schedules or Attachments thereto:
 - a) This Agreement;
 - b) Milwaukee County Request for Proposal # 98190006; and
 - c) Sedgwick’s Proposal, dated April 24, 2019.

AGREEMENT

1. **Services to Be Performed by Sedgwick:** Sedgwick agrees to perform the following services:
 - A. With regard to Claims Administration, Sedgwick shall:
 - (1) During the term of this Agreement, review all claim and loss reports received from Client that are required to be reviewed under the Program (a “Qualified Claim”), and process each such claim or loss report in accordance with applicable statutory and administrative regulations;
 - (2) Conduct an investigation of each Qualified Claim to the extent deemed necessary by Sedgwick in the performance of its obligations hereunder;
 - (3) Arrange for independent investigators, appraisers, or medical or other experts to the extent deemed necessary by Sedgwick in connection with processing any Qualified Claim;
 - (4) Pay benefits, expenses, and adjust or settle each Qualified Claim, but only if in the sole judgment of Sedgwick such payment would be prudent for Client and the anticipated amount thereof does not exceed the limit specified in accordance with paragraphs 2F and 2G below, or as Client specifically approves or directs such action in writing;

- (5) Maintain a file for each Qualified Claim which shall be the property of Client (for self-insured claims) or Insurer (for insured claims) and which shall be available for review by Client or Insurer during normal business hours upon three (3) days' prior written notice;
 - (6) Notify Client's first layer of insurance coverage for each Qualified Claim where the values may exceed Client's retention, providing such insurer with necessary information on the current status of those claims, unless relieved of this obligation by Client pursuant to paragraph 2A;
 - (7) Assist Client's counsel, if requested, in preparing the defense of litigated cases arising out of Qualified Claims, negotiating settlements and pursuing subrogation or contribution actions;
 - (8) Maintain a current estimate of the expected total cost of each Qualified Claim which is based on facts known at the estimation date, but is not trended or actuarially developed;
 - (9) Use a proprietary data management system to furnish to Client agreed upon loss and information reports. These reports shall contain information such as each Qualified Claim date, condensed claim description, payments made, estimated future costs and total expected costs of all Qualified Claims, as well as summary and other data, but not IBNR (incurred but not reported) claims or actuarially developed loss values; and
 - (10) Annually report federal, state and local 1099 information under Sedgwick's tax identification number(s) for vendor payments issued by Sedgwick on bank accounts established and managed by Sedgwick on behalf of Client, but not for payment authorizations when Sedgwick does not issue the checks. Client recognizes and agrees that any earnings credits realized on the account(s) will be utilized to offset banking analysis fees related to any Sedgwick managed claim fund account. To the extent that earnings credits do not off-set all bank account fees, Client shall pay the additional bank account fees due.
- B. Sedgwick will provide managed care services as set forth in the attached Managed Care Service Schedule.
- C. Sedgwick will provide the call center services as set forth in the attached Call Center Service Schedule.
- D. Sedgwick shall provide the special investigative unit (SIU) services set forth in the attached SIU Service Schedule.
- E. Sedgwick shall provide Client with the capability to perform searches in a database which contains information regarding Client's Qualified Claims as set

forth in the attached OSHA Database Service Schedule.

- F. Sedgwick will provide the MMSEA/SCHIP Reporting services as set forth in the Medicare Reporting Services Schedule attached hereto.
- G. Sedgwick will provide additional Medicare compliance services as set forth in Medicare Compliance Schedule(s) attached hereto.
- H. Sedgwick will provide the clinical consultation services as set forth in the Clinical Consultation Services Schedule attached hereto.

2. Obligations of Client:

- A. Client shall compensate Sedgwick at the rates listed in the fee schedule attached as Exhibit B. The fees for claims administration services listed in Exhibit B shall include any and all out-of-pocket expenses incurred by Sedgwick or its employees. Any fees for services not listed in Exhibit B must be approved by Client in writing prior to the service being performed. State Prompt Pay Law, Section 66.285, does not apply to this Agreement. As a matter of practice, Client attempts to pay all invoices in 30 days.
- B. Client shall at all times provide funds adequate for the payment of Qualified Claims, including allocated loss adjustment expenses. For purposes of this Agreement, allocated loss adjustment expenses shall mean all costs, charges or expenses incurred by Sedgwick, its agents or its employees which are properly chargeable to a Qualified Claim including, without limitation, court costs; fees and expenses of attorneys; appeal bonds; independent adjusters; investigators; appraisers; vocational services, training or evaluation; medical expenses and medical cost containment service providers (including those provided by Sedgwick, if applicable); durable medical equipment; rehabilitation services; experts and witnesses; fees for obtaining statements, diagrams, reports, records, documents, transcripts, depositions, index bureau filings and re-filings, and photographs; cost of file retrieval; cost associated with the pursuit of subrogation and/or Special Injury Fund claims; hearing representation services; and travel fees and expenses incurred at Client's request.
- C. Fees for allocated loss adjustment expenses shall be charged to each Qualified Claim at the rates listed in Exhibit B. Any fees for allocated loss adjustment expenses that are not listed in Exhibit B must be approved by Client and such approval shall not be unreasonably withheld or delayed.
- D. Client shall deposit funds for payment of Qualified Claims, including allocated loss adjustment expenses, in a bank account or accounts (the "Claim Account"). Client shall be responsible for providing sufficient funds to enable Sedgwick to write checks on the Claim Account for use in the payment of Client's Qualified Claims. Such funds shall be provided by electronic funds transfer at the inception

of the Program and replenished by electronic funds transfer promptly from time to time thereafter. The amount of the escrow required for the Claim Account may be modified in the following instances:

- (1) There is a substantial increase or decrease in claims payment activity;
 - (2) Client fails to fund the Claim Account within the agreed upon time period;
 - (3) There is a change in funding cycle;
 - (4) The escrow is recalculated at Client's request; or
 - (5) The escrow amount is automatically recalculated on an annual basis.
- E. It is expressly understood that Sedgwick shall not be required to advance its own funds to pay losses or allocated loss adjustment expenses for any Qualified Claim hereunder. It is further understood that if Client fails to promptly provide funds sufficient to allow required payments to be made timely, or if funds previously provided by or on behalf of Client are seized, frozen or otherwise unavailable to Sedgwick to allow required payments to be made timely on account of the bankruptcy, receivership, or other insolvency proceeding of Client [or Insurer, in cases where Insurer funds claim account], Sedgwick will have no obligation to perform any claims payments services during any period of underfunding.
- F. Sedgwick shall have full discretion to make an individual payment of an allocated loss adjustment expense in an amount up to \$5,000 on any Qualified Claim and shall not need the approval of Client to make such payments. This amount may be changed at any time by Client upon ten (10) days' prior written notice to Sedgwick. It is agreed that Sedgwick shall have full authority and control in all matters pertaining to the payment, processing, investigation and administration of Qualified Claims within the limit established by this paragraph.
- G. Sedgwick shall have full discretion to redeem, compromise or settle any Qualified Claim for an amount not to exceed \$0 and will need the approval of Client to consummate such redemption, compromise or settlement. This amount may be changed at any time by Client upon ten (10) days' prior written notice to Sedgwick. Failure of Sedgwick to settle a Qualified Claim within such limit, however, shall not subject Sedgwick to any liability whatsoever in the event of an adverse judgment entered by any court or the settlement of such Qualified Claim for an amount in excess of such limit.
- H. Should Client fail to make timely payments of any service fees for claims administration due Sedgwick following submission of appropriate invoices and supporting documentation, or should Client in any other way breach a material term of this Agreement, Sedgwick shall then have the right to refuse to perform any further services. If Sedgwick elects to exercise its rights under this paragraph, in addition to all other legal or equitable remedies, Sedgwick will have the right to

its full minimum fee, if any, as well as any other fees for which Sedgwick may be eligible.

3. Obligations of Sedgwick:

- A. Affirmative Action: Sedgwick assures that it will undertake an affirmative action program as required by Milwaukee County Code of General Ordinances (MCCGO) 56.17(1d), to insure that no person shall, on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in MCCGO 56.17(1d). Sedgwick assures that no person shall be excluded, on these grounds, from participating in or receiving the services or benefits of any program or activity covered by this subpart. Sedgwick assures that it will require that its covered organizations provide assurances to Sedgwick that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by MCCGO 56.17(1d), to the same effect.
- B. Non-Discrimination, Equal Employment Opportunity and Affirmative Action Programs: In the performance of work or execution of this Agreement, Sedgwick shall not discriminate against any employee or applicant for employment because of race, color, national origin or ancestry, age, sex, sexual orientation, gender identity and gender expression, disability, marital status, family status, lawful source of income, or status as a victim of domestic abuse, sexual assault or stalking, which shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeships. Sedgwick will post in conspicuous places, available for employment, notices to be provided by the Client setting forth the provisions of the nondiscriminatory clause. A violation of this provision shall be sufficient cause for the Client to terminate the Agreement without liability for the uncompleted portion or for any materials or services purchased or paid for by Sedgwick for use in completing the Agreement.

Sedgwick agrees that it will strive to implement the principles of equal employment opportunities through an effective affirmative action program, and will so certify prior to the award of the Agreement, which program shall have as its objective to increase the utilization of women, minorities and handicapped persons, and other protected groups, at all levels of employment in all divisions of Sedgwick's workforce, where these groups may have been previously under-utilized and under-represented. Sedgwick also agrees that in the event of any dispute as to compliance with the aforesaid requirements, it shall be his/her responsibility to show that he/she has met all such requirements.

Sedgwick agrees that it will strive to implement the principles of active and aggressive efforts to assist Milwaukee County in meeting or exceeding its overall annual goal of participation of target enterprise firms.

When a violation of the non-discrimination, equal opportunity or Affirmative Action provisions of this section has been determined by Client, Sedgwick shall immediately be informed of the violation and directed to take all action necessary to halt the violation, as well as such action as may be necessary to correct, if possible, any injustice to any person adversely affected by the violation, and immediately take steps to prevent further violations.

If, after notice of a violation to Sedgwick, further violations of the section are committed during the term of the Agreement, Client may terminate the Agreement without liability for the uncompleted portion or any materials or services purchased or paid for by Sedgwick for use in completing the Agreement, or it may permit Sedgwick to complete the Agreement, but, in either event, Sedgwick shall be ineligible to bid on any future contracts let by Client.

C. Targeted Business Enterprises:

- (1) Sedgwick shall comply with all provisions imposed by or pursuant to Milwaukee County Code of General Ordinances Chapter 42 when and where applicable, and as said Ordinance may be amended. The Client shall notify Sedgwick in the event that new ordinances are issued.
- (2) Sedgwick shall adhere to the approved TBE participation plan contained in this Agreement, which assures that seventeen percent (17%) of the Agreement be attributed to a firm certified by the Client or an entity whose certification is recognized by the Client throughout the term of this Agreement. Approval must be obtained from the Client prior to making any change(s) to the approved DBE participation plan.
- (3) If Sedgwick fails to achieve and maintain the level of TBE participation stated in this Agreement, Sedgwick shall provide documentation to the Client demonstrating that it made good faith efforts in its attempt to meet the stated level of participation. If Sedgwick fails to reflect a good faith effort to achieve and maintain the level of TBE participation stated herein throughout the term of the Agreement, Client may consider this a material breach of the Agreement and may terminate the Agreement in accordance with this Agreement.
- (4) Sedgwick shall submit monthly reports online as required by the Client for the purpose of demonstrating compliance with this Section.

D. Client Rights of Access and Audit: Client Rights of Access and Audit: Sedgwick, 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, to audit, examine and make copies of the records of Sedgwick, with reasonable notice, but not less than fourteen (14) days prior written notice in the case of a performance or contract compliance audit related directly to the terms and performance of the Agreement for a period

of up to three years following the date of last payment, the end date of this Agreement, or activity under this Agreement, whichever is later. Any subcontractors or other Parties performing work on this Agreement will be bound by the same terms and responsibilities as Sedgwick. Sedgwick will abide by the requirements of Chapter Section 34.09 (Audit) and Section 34.095 (Investigations concerning fraud, waste, and abuse) of the Milwaukee County Code of General Ordinances.

- E. Permits, Taxes, Licenses: Sedgwick is responsible for procuring, maintaining and paying for all necessary federal, state, and local permits, licenses, fees, and taxes required to carry out the provisions of this Agreement.
- F. Staffing: Sedgwick’s employees listed below are to be assigned to the project:

Name	Position
Fiona Shields	Claims Manager
Richard Stapleton	Assistant Claims Manager
Rebecca Nieuwenhuis	Claims Examiner
Anthony Martin	Client Services Director

Any replacement of listed personnel shall be by persons of equal qualifications, which shall be attested to by Sedgwick. .

Sedgwick represents that its employees and subcontractors possess the necessary skill, expertise, and capability, including sufficient personnel with the necessary qualifications, to perform the services required by this Agreement. Sedgwick shall provide, at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be the employees of, or have any other contractual relationship with, the Client.

4. Prohibited Practices:

- A. During the term of this Agreement, Sedgwick shall not knowingly hire, retain or utilize for compensation any member, officer, or employee of Client or any person who, to the knowledge of Sedgwick, has a conflict of interest.
- B. Sedgwick attests that it is familiar with Milwaukee County’s Code of Ethics which states, in part, “[n]o person may offer to give to any County officer or employee or his immediate family, and no County officer or employee or his immediate family, may solicit or receive anything of value pursuant to an understanding that such officer’s or employee’s vote, official actions or judgment would be influenced thereby.”

5. Public Records:

Both Parties understand that the 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.* Sedgwick hereby agrees that it shall be obligated to assist the 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 the Sedgwick shall then and in such event be obligated to indemnify, defend and hold the 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, unless records are fully transferred to Client, or Client's agent, vendor, or subcontractor, upon termination of this Agreement.

6. Discontinuance of Operations:

- A. Should Client discontinue its business for any reason, all fees due Sedgwick shall be paid immediately. Sedgwick shall have no further obligation to continue to provide the services called for in this Agreement, and, at Sedgwick's option, this Agreement shall be considered terminated as of the date Client ceases operations or is subject to a bankruptcy or receivership filing, either voluntarily or involuntarily.
- B. Upon expiration or termination of this Agreement Client shall pay Sedgwick a one-time payment for claims that are open as of the effective date of such expiration or termination as consideration for Sedgwick's associated costs, which costs include, but are not limited to, carrier coordination, coordination with the new third party administrator, if any, necessary mailings and notifications, catalog and transfer of hard inventory, digital recording retrieval & transfer, advanced TTD payments, multiple loss runs, payment history for advanced TTD, claim hot list, banking reconciliation, validation of billings paid in field prior to transfer, field examiners validation and release of pending payments, Client services & parameters group time (B2B interface shutoff, intake shutoff, CSI shutdown), as well as technology items such as preliminary and final data extract, image extract, bill review extract, MMSEA extract and hierarchy structure extract. This provision will not apply for termination under 7E, 7F, or 17.

7. Jurisdictions:

This Agreement shall cover all operations of Client in the state of Wisconsin.

8. Term of Agreement and Termination:

- A. The term of this Agreement shall be for the period commencing on November 1, 2019 and ending on October 31, 2022. The Client shall have two (2) options to extend the Term upon terms and conditions mutually agreeable to both Parties for one (1) additional consecutive year. Such options shall be exercised by written notice to Sedgwick at least forty-five (45) days prior to the then current Term

expiration date.

- B. Sedgwick may, at its option, terminate this Agreement upon the failure of Client to pay any amount that may become due hereunder for a period of sixty (60) days following submission of appropriate billing and supporting documentation. Upon said termination, Sedgwick shall be paid the compensation due for all services rendered through the date of termination including any retainage. This Agreement may be terminated by either party at any time, provided that at least sixty (60) days' prior written notice of the effective date of termination is given to the other party.
- C. Sedgwick is providing services to Client on a life of contract basis. If requested by Client, Sedgwick will continue to process Client's Qualified Claims remaining open at the expiration or termination of this Agreement, if any, provided that Client shall continue to make adequate funds available for the payment of such Qualified Claims, including any allocated loss adjustment expenses and pay information technology fees, data tape fees, program management fees, and any other applicable fees. This provision shall not apply unless the additional fee for this service shall have been negotiated and agreed to in writing prior to the effective date of termination.
- D. If Sedgwick is required by Insurer to adjust Client's insured Qualified Claims after expiration or termination of this Agreement, Client shall continue to fund claims payments and allocated loss adjustment expenses as otherwise provided herein, and Client shall pay Sedgwick a mutually agreed upon fee, plus the prevailing fee for any information technology or data tapes required by Insurer.
- E. If Sedgwick fails to fulfill its obligations under this Agreement in a timely or proper manner, or violates any of its provisions, Client shall have the right to terminate it by giving thirty (30) days written notice of termination of Agreement, specifying the alleged violations, and effective date of termination. It shall not be terminated if, upon receipt of the notice, Sedgwick promptly cures the alleged violation prior to the end of the thirty (30) day period. In the event of termination, Client shall pay Sedgwick the agreed upon amounts up to and including the final date of performance.
- F. This Agreement shall terminate at such time, if any, that the Client fails to appropriate sufficient sums in the budget year for which the Agreement applies to pay the amount due. Client will immediately notify Sedgwick when it becomes aware that funding may not be appropriated. Client will use its best efforts to provide Sedgwick with at least thirty (30) days' written notice prior to terminating the Agreement for lack of sufficient funds. Client's decisions to whether sufficient appropriations and authorizations are available shall be accepted by Sedgwick as final. In such an event, Sedgwick shall immediately reduce and/or discontinue its activities hereunder as requested by Client. The Parties agree that Sedgwick will not charge Client with any termination fee or penalty for such early termination.

The Parties recognize that the continuation of any Agreement is subject to appropriations and budget approval providing such Agreement item as an expenditure in that budget.

- G. Upon expiration or termination of this Agreement, Sedgwick shall deliver, at Client's sole cost and option, the hard copy and/or imaged files that Sedgwick has maintained for Qualified Claims (but not including any computer hardware, firmware, software or other proprietary information of Sedgwick), except those Sedgwick has agreed in writing to continue to process or files that are owned by Insurer; provided, however, that Sedgwick or its agents, employees or attorneys shall continue to be entitled to inspect all such files and make copies or extracts there from. Imaged files shall be transferred to Client in the same electronic format. If Client does not agree to accept such files, they will be retained or destroyed at Sedgwick's option and Client shall have no recourse against Sedgwick for failure to retain them. Upon request and for the prevailing fees at the time of termination, Sedgwick will also provide its standard tape(s) containing the computer data for the Qualified Claim files stored on Sedgwick's computer system(s).
- H. Should Client terminate the Agreement for any reason within the first twelve months of the Agreement, the Client shall pay Sedgwick fees equal to three months of the service fees. Should Client terminate for any reason within the second twelve months of the Agreement, the Client shall pay Sedgwick fees equal to two months of the service fees. Termination fees are payable within thirty (30) days of the date of notice of such termination. This provision does not apply to termination under 7E, 7F, or 17.

9. Practice of Law:

It is understood and agreed that Sedgwick will not perform, and Client will not request performance of, any services which may constitute the unauthorized practice of law.

10. Mutual Indemnification:

- A. Sedgwick and Client mutually agree to indemnify, defend and hold harmless the other party and their elected officials, officers, employees and agents, against any and all liability, losses, charges, fines, costs or expenses including attorney's fees to the extent such damages including suits at law or in equity are caused by or resulting from any wrongful, intentional or negligent acts or omissions of the indemnifying party or any of the officers, employees, agents or representatives of the indemnifying party which may result in any person, persons, or organization suffering bodily injury, personal injury, death or property loss or damage, employment practices, civil rights or environmental liability and impairments arising out of, involving, or in connection with this Agreement. The Parties to this Agreement agree to grant a Waiver of Subrogation for Workers' Compensation in favor of the other party. Milwaukee County's liability shall be

limited by Wisconsin State Statutes §§345.03(3) for automobile and §§893.80(3) for general liability. The representations and indemnifications agreed upon in this Section shall survive the termination of this Agreement.

- B. Notwithstanding anything to the contrary contained in the above paragraph, it is understood and agreed that if Client, directly or through a subcontractor or vendor of Client's choosing (a "Client Subcontractor"), retains administration of a claim or performs any services for a claim Sedgwick administers, or if Client otherwise directs the administration of a claim, Client will indemnify, defend, and hold Sedgwick, its officers, directors, employees and agents harmless from the losses, damages, costs, judgments and expenses (including attorney's fees and costs) as a result of any litigation or proceeding, fines, penalties, revocation of license, or any other state regulatory investigation or action arising against Sedgwick related to the acts or omissions of Client or the Client Subcontractor.
- C. If Client's access to claim data includes the ability to add and modify data, Sedgwick shall not be required to verify, or otherwise be responsible for, the accuracy of data added or modified by Client. Client shall indemnify, defend and hold Sedgwick, its officers, directors, employees and agents harmless for any loss, cost (including attorney's fees), claim or judgment which is attributable to Client's input or modification of data.
- D. The provisions of this section shall survive the expiration or termination of the Agreement.

11. Insurance:

- A. Sedgwick agrees to maintain policies of insurance and proof of financial responsibility to cover costs as may arise from claims for damages to property of and/or claims which may arise out of or result from Sedgwick's activities, by whomever performed, in such coverage and amounts as stated below. Acceptable proof of such coverage shall be furnished to the Client prior to commencement of activities under this agreement. A Certificate of Insurance shall be submitted for review for each successive period of coverage for the duration of this agreement, unless otherwise specified by the Client, in the minimum amounts specified below.

Sedgwick shall provide evidence of the following coverages and minimum amounts:

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Wisconsin Workers' Compensation and Employer's Liability & Disease	Statutory/Waiver of Subrogation \$1,000,000/\$1,000,000/\$1,000,000

General Liability	\$1,000,000 Per Occurrence
Bodily Injury and Property Damage to include: Personal Injury, Fire, Products and Completed Operations	\$2,000,000 Aggregate
	\$2,000,000 Combined Single Limits
Automobile Liability	
Bodily Injury and Property Damage	
All Autos	
Crime	\$5,000,000 Per Occurrence
Employee Theft of Client Property	
Professional Liability/Errors and Omissions	\$2,000,000 Per Occurrence
Refer to Additional Provision A.1.	\$2,000,000 Aggregate
Cyber Liability	\$5,000,000 Per Occurrence
Refer to Additional Provision A.2.	\$5,000,000 Aggregate
Umbrella Liability	\$5,000,000 Per Occurrence
Policy follows form to underlying General, Auto, and Employer's Liability	\$5,000,000 Aggregate

The insurance specified above shall be placed with a Carrier approved to do business in the State of Wisconsin. All carriers must be A- rated or better per AM Best's Rating Guide. Any requests for deviations from or waivers of required coverages or minimums shall be submitted in writing and approved by Milwaukee County's Risk Manager as a condition of this Agreement.

A.1. Professional Liability/Errors & Omissions – Additional Provision.

Sedgwick agrees to provide additional information on its professional liability coverage as respects policy type, i.e. errors and omissions for consultants, architects, and/or engineers, etc.; applicable retention levels; coverage form, i.e. claims made, occurrence; discover clause conditions, and effective retroactive and expiration dates, to Milwaukee County's Risk Manager as may be requested to obtain approval of coverage as respects to this section.

It is understood and agreed that Sedgwick will obtain information on the professional liability coverage of all subcontractors in the same form as specified above for review by the Client.

A.2. Cyber Liability – Additional Provisions

Sedgwick agrees to maintain and provide additional information on its cyber liability coverage as respects policy provisions; i.e., media, security, privacy, regulatory, etc.; applicable retention levels; coverage form; i.e., claims made, occurrence; discover clause conditions, and effective retroactive and expiration dates, to Milwaukee County's Risk Manager as may be requested to obtain approval of coverage as respects to this section.

It is understood and agreed that coverage which applies to the services inherent in this agreement will be extended for two (2) years after completion of all work contemplated on this project if coverage is written on a claims-made basis.

It is also understood that Sedgwick will obtain information on the cyber coverage of all subcontractors in the same form as specified above.

At a minimum, cyber liability coverage will contain the following provisions at full policy limits:

- Media Liability Coverage; i.e., Liability coverage for defense costs and damages suffered by others for content-based injuries such as libel, slander, defamation, copyright infringement, trademark infringement, or invasion of privacy.
- Security Liability Coverage; i.e., Liability coverage for defense costs and damages suffered by others resulting from a failure of computer security, including liability caused by theft or disclosure of confidential information, unauthorized access, unauthorized use, denial of service attack or transmission of a computer virus.
- Privacy Liability Coverage; i.e., Liability coverage for defense costs and damages suffered by others for any failure to protect personally identifiable or confidential third-party corporate information, whether or not due to a failure of network security.
- Regulatory Proceedings; i.e., Liability coverage for defense costs for proceedings brought by a governmental agency in connection with a failure to protect private information and/or a failure of network security. Coverage includes fines and penalties where insurable by law and compensatory damages.
- Breach Event Expenses; i.e., Reimbursement coverage for the insured's costs to respond to a data privacy or security incident. Covered expenses include computer forensics expenses, legal expenses, costs for a public relations firm and related advertising to restore your reputation, consumer notification, call centers, and consumer credit monitoring services.

12. Network Security/Confidentiality:

- A. If Client's access to the data management system requires a network connection (the "Network Connection") between Client's network and Sedgwick's network, Sedgwick and Client shall take reasonable and customary precautions to prevent unauthorized access to or use of the Network Connection through their respective networks. The Parties agree, however, that each party is responsible for the security of its own network.
- B. Whether or not marked as such, and without regard to the media in which such records are stored, "Confidential Information" shall mean:
- (1) any business or technical information pertaining to the Parties or to third Parties, which is furnished, disclosed or made available by one party to the other, including, without limitation, specifications, prototypes, software, marketing plans, financial data and personnel statistics; and
 - (2) Medical records, reports and information, as well as any other non-medical records, reports or information pertaining to claimants under the Program.
- C. Each party agrees to protect Confidential Information received hereunder with the same degree of care that such party exercises with its own confidential information (but in no event less than reasonable care) and to limit access and disclosure of Confidential Information only to their employees, agents and contractors who have a "need to know," and who agree to maintain confidentiality in accordance with this section. Notwithstanding the foregoing, Client agrees to permit Sedgwick to compile and disseminate aggregate, de-identified information for benchmarking purposes or forward to a data collection facility data for Qualified Claims handled pursuant to this Agreement, provided that such facility agrees in writing to keep Client's data confidential. Further, Sedgwick shall be entitled, without violation of this section and without the prior consent of Client, to retain claims administration information and to forward claims administration information to government agencies to the extent required by law for the proper performance of the services set forth herein.
- D. In the event that Sedgwick becomes aware that the security of any Client claims data or Personal Information has been compromised, or that such Client claims data or Personal Information has or is reasonably expected to be subject to a sue or disclosure not authorized by this Agreement (an "Information Security Incident"), Sedgwick shall:
- (1) Promptly (and in any event within 3 business days of becoming aware of such Information Security Incident), notify Client, in writing, of the occurrence of such Information Security Incident;

- (2) Investigation such Information Security Incident and conduct a reasonable analysis of the cause(s) of such Information Security Incident;
- (3) Provide periodic updates of any ongoing investigation to Client;
- (4) Develop and implement an appropriate plan to remediate the cause of such Information Security Incident to the extent such cause is within Sedgwick's control; and
- (5) Cooperate with Client's reasonable investigation or Client's efforts to comply with any notification or other regulatory requirements applicable to such Information Security Incident.

E. The provisions of this section shall survive the expiration or termination of the Agreement.

13. Notices:

Any notice required to be given under this Agreement shall be sent by certified or registered mail, postage prepaid, to General Counsel, Sedgwick Claims Management Services, Inc., 8125 Sedgwick Way, Memphis, TN 38125, in the case of Sedgwick, and to Milwaukee County Director of Risk Management, 633 W. Wisconsin Ave, Suite 750, Milwaukee, WI 53203 in the case of Client.

14. Successors:

This Agreement shall be binding upon and shall inure to the benefit of all transferees, assigns and successors in interest of any kind of the Parties, but no transfer or assignment may be made without the prior written permission of the other party.

15. Entire Agreement and Modification or Amendment:

This Agreement and its attached exhibits and schedules represents the full and final understanding of the Parties with respect to the subject matter described herein and supersedes any and all prior agreements or understandings, written or oral, express or implied. This Agreement may be modified or amended only by a written statement signed by both Parties.

16. Applicable Law:

The terms and conditions of this Agreement shall be governed by the laws of the State of Wisconsin without regard to conflicts of law principles.

17. Intentionally Deleted.

18. Force Majeure:

Neither party shall be liable to the other party or be deemed to have breached this Agreement for any failure or delay in the performance of all or any portion of its obligations under this Agreement if such failure or delay is due to any contingency beyond its reasonable control (a “Force Majeure Event”). Without limiting the generality of the foregoing, such contingency includes, but is not limited to, acts of God, fires, floods, pandemics, storms, earthquakes, riots, boycotts, strikes, lock-outs, acts of terror, wars and war operations, restraints of government, power or communication line failure or other circumstance beyond such party’s reasonable control, or by reason of the bankruptcy, receivership or other insolvency proceeding of any bank or other financial institution where funds to pay losses and allocated loss adjustment expenses are held, or by reason of a judgment, ruling or order of any court or agency of competent jurisdiction or change of law or regulation subsequent to the execution of this Agreement. Both Parties are obligated to provide reasonable back-up capability to avoid the potential interruptions described above. If a Force Majeure Event occurs, the party delayed or unable to perform shall give immediate notice to the other party. Client acknowledges that the foregoing provision does not apply to Client’s obligation to make timely payment of any fees that become due to Sedgwick, and that Sedgwick shall be entitled to all remedies set forth in this Agreement and those allowed by law for Client’s failure to timely pay such fees. If the Force Majeure Event occurs and its effect continues for a period of 90 days, either party may give notice of termination, which shall take effect 30 days after notice is given if the Force Majeure Event continues.

19. Headings:

Headings herein are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

20. Relationship of Parties; Expenses:

Nothing contained in this Agreement shall be deemed to create a partnership or joint venture between the Parties; the only relationship among the Parties shall be that of independent Parties to a contract. Except as expressly provided herein, no party hereto shall have authority or shall hold itself out as having authority to act for or bind any other party hereto. Except as expressly set forth herein, each party shall bear all expenses it may incur in connection with the execution, delivery and performance of this Agreement.

21. Waiver of Breach:

Neither Sedgwick nor Client’s failure to require the performance of an obligation under this Agreement by the other party shall affect its right to subsequently require performance of that or any other obligation. The waiver of a breach of any term or provision of this Agreement must be in writing and will not operate as, or be construed to be, a waiver of any previous or subsequent breach by either party.

22. Milwaukee County Directives:

The following Milwaukee County Directive are incorporated by reference in this Agreement:

- A. Milwaukee County Acceptable Use of Technology Directive for Vendors;
- B. Milwaukee County Remote Network Access Directive for Vendors; and
- C. Milwaukee County Travel Reimbursement Rates for Vendors.

23. Subcontractor Disclosure:

Through contractual arrangements with subcontractors, Sedgwick provides a full range of medical management and investigative services to its Clients, as well as structured settlements, claim indexing services, imaging, auto-bill adjudication, and extra-territorial claims administration services. Medical management services include, but are not limited to, bill review, network access, pharmacy benefits management, peer review, field case management, electro-medical devices, bone growth stimulators, orthotics, prosthetics, translation and interpretation, transportation, medical supplies, IV and respiratory therapy, home health, and durable medical equipment. Client recognizes and agrees that delivery of some of these services is being provided pursuant to separate agreements between subcontractors and Sedgwick. Invoices for these services will be paid as allocated loss adjustment expenses on individual claims, unless otherwise agreed between Client and Sedgwick. Notwithstanding the foregoing, Client agrees and understands that Client is obligated to make payment to the subcontractors either directly or by remitting such payment to Sedgwick, for any money due for subcontracted services which have been provided under this Agreement. Client acknowledges that Sedgwick receives a portion of charges for subcontracted services as reimbursement for cost of program management, administration, and technological and service enhancements. In no event will charges to Client exceed the amount indicated in the Agreement.

Signature Page Follows:

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the day and date first above written.

Milwaukee County

Sedgwick Claims Management Services, Inc.

By _____

By J. Edward Peel

Title _____

Title Vice President

Date _____

Date May 14, 2020

Approved with regards to County Ordinance Chapter 42:

By: _____ Date: _____
Community Business Development Partners

Reviewed by:

Approved for execution:

By:  _____ Date: 6/12/2020
Risk Management

By: _____ Date: _____
Corporation Counsel

Approved as to funds available per Wis. Stat. sec. 59.255(2)(e):

Approved:

By: _____ Date: _____
Comptroller

By: _____ Date: _____
County Executive

Approved as compliant under sec. 59.42(2)(b)5, Stats.:

By: _____ Date: _____
Corporation Counsel

EXHIBIT A

SERVICE PROGRAM OVERVIEW

I. Introduction

Sedgwick is administering the self-insured workers' compensation claims for Client as follows:

State Serviced: WI

Sedgwick Servicing Office: Brookfield, WI

II. Account Coordination

On behalf of Client, this service program will be coordinated by:

Client Representative: Megan Rogers

Client Name: Milwaukee County

Client Address: 633 W. Wisconsin Ave, Suite 750, Milwaukee, WI 53203

Telephone #: 414-278-4348

Email: megan.rogers@milwaukeecountywi.gov

On behalf of Sedgwick, this service program will be coordinated by:

Sedgwick Representative: Anthony Martin

Sedgwick Office Address: Telecommuter

Telephone #: 704-423-2033

Fax #: 704-423-6241

Each party reserves the right to change its designated representative during the term of the Agreement.

EXHIBIT B

SERVICE FEES

Client shall pay the following fees on a **life of contract** basis for services provided during the term of this Agreement:

1. Per Claim Fees

- A. Client shall pay the following fees for claims received by Sedgwick during the period beginning November 1, 2019 and ending October 31, 2020:

Workers' Compensation

Indemnity Claim	\$940
Medical Only Claim	\$155
Incident Only	\$38

Takeover Claims

Indemnity claim	\$495
Medical only	\$0

- B. For purposes of this Agreement, an "Indemnity Claim" shall mean any workers' compensation Qualified Claim:
- For which a payment is made or reserve is posted under the indemnity portion (i.e. not medical and not expense) of the Qualified Claim or there is time lost from work;
 - For which an application for adjudication of a claim or hearing notice is received or otherwise involves litigation or communication from or to a petitioner's attorney;
 - Where incurred medical costs exceed \$5,000;
 - That is denied but otherwise would have been classified as Indemnity Claims;
 - For which Client requests to be investigated or classified as an Indemnity Claim;
 - That Sedgwick determines additional investigation is necessary to determine compensability, to comply with applicable laws, or both;
 - For which subrogation is investigated or pursued; or
 - That is open longer than twelve months.
- C. For purposes of this Agreement, a "Medical Only Claim" shall mean any workers' compensation Qualified Claim which is not an Indemnity Claim or an Incident Only.
- D. For purposes of this Agreement, an "Incident Only" shall mean claims reported by Client that require no payment or activity other than generating a record in the data management system. These claims carry no reserves and no contacts are

made by Sedgwick. If contacts are required on incident only cases, additional fees will apply.

- E. For purposes of this Agreement, a “Takeover Claim” shall mean any claim opened prior to November 1, 2019. Takeover Claims are charged the annual per claim fee shown in the pricing section for claims that are open as of the effective date of this Agreement, open at the beginning of any subsequent contract year, or are reopened during any contract year. Takeover fees quoted above are applicable as long as the number of takeover claims does not differ more than 5% from estimated (107 indemnity, 86 medical only).
- F. Client acknowledges that if an Incident Only Claim is converted to another claim type, then Client shall pay the difference in the per claim fee between the per claim fee already paid and the applicable per claim fee after the claim’s conversion.
- G. Client acknowledges that the per claim fees set forth in this section 1 are based on the assumption that Client will forward to Sedgwick all claims arising under the Program within the applicable time period in a covered jurisdiction. In the event that Client does not forward to Sedgwick all such claims, Sedgwick may in its discretion adjust the per claim fees accordingly.

2. **Miscellaneous Charges**

Client shall pay the following fees for services provided during the period beginning on November 1, 2019 and ending on October 31, 2020:

- A. Account Management fee: \$15,000
- B. Implementation fee: \$5,250
- C. viaOne access, which includes 2 free users and 2 additional users are provided for a fee of \$1,690, for a total of 4 users. Additional access is available for a fee of \$845 per user per year.
- D. Historical data conversion from one data source is included at no charge. Fees apply to any additional data source.
- E. One standard monthly data feed included at no charge. Standard data tapes are available for a fee of \$220 per month for monthly tape provided, \$605 per month for weekly file or \$1895 per month for daily file.
- F. Intake by any means other than utilizing Sedgwick Call Center or web reporting technology (i.e. fax, e-mail) will incur a fee of \$22 per report
- G. viaOne Advanced OSHA access is provided for an implementation fee of \$6,000;

\$400 per user per year; and \$27 per incident.

H. **ALTERNATIVE A – Use if Client maintains the SHARPS records**
viaOne OSHA SHARPS module is provided for a fee of \$12 per SHARPS case.

ALTERNATIVE B – Use if Sedgwick maintains the SHARPS records
viaOne OSHA SHARPS module is provided for a fee of \$25 per non-California SHARPS case and \$27 per California SHARPS case.

I. Client shall pay for storage of claim files which were closed at the time that Sedgwick obtained the Program. Sedgwick’s liability for such files shall be subject to the same limitations as contained in its written agreements with storage service providers, if any.

3. Invoicing

All implementation and data conversion fees are billed upon notification of award.

Sedgwick shall submit its invoice for all other fees on a quarterly basis, in advance, based on an annual fee estimate. Shortly after the expiration of the contract year, or upon termination, Sedgwick shall compare the installment amounts paid by Client to the actual fee due. Client shall pay any additional fee due, or Sedgwick shall credit Client for any overpayment, as the case may be.

4. Care Management Fee Schedule

All claim administration fees and services contemplate the deployment of Sedgwick’s managed care services for all bill review and case management services. Managed care fees are detailed below. Fees may change from time to time upon 60 days’ written notice.

Service	Rate
Medical bill review and provider networks	
State fee scheduling/usual, customary and reasonable; state reporting of all medical bills	\$23.50 flat rate per bill*
Preferred provider organization (PPO) networks/out of network services	
*Additionally, bills \$100,000 or greater, will have PPO fees charged at 17% of savings. Surgical implant bills discounted have PPO fees charged at 27% of savings.	
Clinical services	
Clinical consultation	\$80 per call
Implementation fee (one-time) — \$1,550	
Fees to be determined for changes to standard workflows/script.	
Clinical consultation with intake (FROI)	\$105 per call
Implementation fee (one-time) — \$1,550	•

Service	Rate
Fees to be determined for changes to standard workflows/script.	
Catastrophic oversight	\$260 per claim
Telephonic case management	Evaluation and recommendation \$150 one time; if claim is subsequently referred to telephonic case management (TCM), fee applied to the first month of TCM.
	1–30 days: \$395
Every 30 days thereafter: \$295	
Surgery nurse app - \$75 per case	Surgery nurse service charged at same TCM rates as outlined above.
Nurse advocate	
Behavioral health specialist	\$95 per hour
Utilization review	\$109 per review
Physician advisor/peer review	\$250 per review
Complex pharmacy management	Pharmacy nurse management/pain coaching: \$115 per hour
	Option #1
First medication \$375	
2 to 4 meds \$650	
5 to 7 meds \$975	
8 to 12 meds \$1,400	
More than 12 meds \$1,400 + \$100 per each additional med (script) with cap of \$2,200	
Option #2 - Physician and PharmD management (as needed): \$250 per hour	
Work placement solutions	
Transitional work placement (at Not-for-Profit)	\$900 for placement
\$450 No-show	
Vocational expert	\$95 per hour
Custom return to work program design, development or consultation	
Field case management: Full field	\$95 per hour, plus direct expenses
Exceptions to standard rate:	
Catastrophic case management: \$140 per hour	
Field case management: Clinical assessment	\$660: One visit
\$795: Two visits	
Field case management: Vocational screening/testing	\$695

5. SIU Service Fees

The charges set forth below are the current fees for the services listed, and these fees may change from time to time upon sixty days' prior written notice to Client:

Service name	Price
Research services	
Comprehensive background	\$450

Service name	Price
Social media investigation	\$250
Canvassing services	\$250
Skip tracing/individual locate	\$175
Asset check	\$225
Criminal and civil check	\$135 plus cost of records Additional counties: \$35 (per county)
Records request	\$100 plus cost of records
Social media monitoring	\$25/week of monitoring
Other research services	Quote upon request
Surveillance services	
Surveillance	\$85 per hour (portal to portal): All other states \$95 per hour (portal to portal): California, Hawaii and New York <u>Additional expenses to hourly rate:</u> <ul style="list-style-type: none"> • Report writing (up to 1/2 hour per day at standard surveillance rates) • Pre-surveillance investigation: \$85 • License plate searches : \$10 (post prelim)
Unmanned surveillance	\$700 per day (three-day minimum) Deployment and extraction of stationary device: \$85 per hour: All other states \$95 per hour: California, Hawaii and New York
Video copies	\$60 per additional copy plus shipping
Field Services	
Activity Check Alive and Well Check* AOE/COE* Recorded Statement* Scene Investigation* Trial/Deposition	\$85 per hour (portal to portal): All other states \$95 per hour (portal to portal): California, Hawaii and New York Mileage charged at IRS standard mileage rate
*These services are eligible for Virtual Interview technique	
Virtual Interview	\$85 per hour (2 hour minimum): All other states \$95 per hour (2 hour minimum): California, Hawaii and New York
International investigations	Quote upon request
Other field services	Quote upon request
Assessment services	
Suspect file review	\$95 per hour
Fraud investigation (includes state reporting when warranted)	\$95 per hour
SIU intelligence program	Workers' compensation and general liability — \$150 per claim triggered (includes up to three claim triage reviews per claim triggered)
Other assessment services	Quote upon request

6. Subrogation and Other Recoveries:

A. Sedgwick shall pursue recoveries for subrogation, second injury funds, and other applicable special funds such as supplemental state funds, COLA reimbursements,

retro funds, and other similar funds. Client shall pay Sedgwick seventeen and a half percent (17.5%) of the recovery received. All fees and expenses, including attorneys' fees or investigations, for pursuit of any recovery shall be charged to the appropriate Qualified Claim file as an allocated loss adjustment expense.

- B. As determined by the Parties, Sedgwick shall either:
- a. Deposit the recovery funds and issue payment from Sedgwick's accounts payable system to Client for the net recovery (less Sedgwick's fee). Sedgwick will deposit the net recovery check into the Client's loss-funding account or forward it directly to the Client; or
 - b. Deposit the recovery funds into the Client's loss-funding account and Sedgwick shall receive payment from the claim file or directly from Client.

7. Subsequent Year Fees

- A. Client shall pay the following fees for services provided and claims received by Sedgwick during the period beginning November 1, 2020 and ending October 31, 2021:

Workers' Compensation

Indemnity Claim	\$968
Medical Only Claim	\$160
Incident Only	\$39

Takeover Claims

Indemnity claim	\$510
Medical only	\$0

- B. Client shall pay the following fees for services provided and claims received by Sedgwick during the period beginning November 1, 2021 and ending October 31, 2022:

Workers' Compensation

Indemnity Claim	\$997
Medical Only Claim	\$165
Incident Only	\$40

Takeover Claims

Indemnity claim	\$525
Medical only	\$0

- C. Client shall pay the following fees for services provided and claims received by Sedgwick during the period beginning November 1, 2022 and ending October 31, 2023:

<u>Workers' Compensation</u>	
Indemnity Claim	\$1,027
Medical Only Claim	\$170
Incident Only	\$41
<u>Takeover Claims</u>	
Indemnity claim	\$541
Medical only	\$0

- D. Client shall pay the following fees for services provided and claims received by Sedgwick during the period beginning November 1, 2023 and ending October 31, 2024:

<u>Workers' Compensation</u>	
Indemnity Claim	\$1,058
Medical Only Claim	\$175
Incident Only	\$42
<u>Takeover Claims</u>	
Indemnity claim	\$557
Medical only	\$0

- E. Client shall pay the following fees for services provided during the period beginning on November 1, 2020 and ending on October 31, 2021:

- Account Management fee: \$15,450
- viaOne access, which includes 2 free users and 2 additional users are provided for a fee of \$1,741, for a total of 4 users. Additional access is available for a fee of \$870 per user per year.
- One monthly data feed included at no charge. Standard data tapes are available for a fee of \$227 per month for monthly tape provided, \$623 per month for weekly file or \$1,952 per month for daily file.
- Intake by any means other than utilizing Sedgwick Call Center or web reporting technology (i.e. fax, e-mail) will incur a fee of \$23 per report
- viaOne Advanced OSHA; \$412 per user per year; and \$28 per incident.

- F. Client shall pay the following fees for services provided during the period beginning on November 1, 2021 and ending on October 31, 2022:

- Account Management fee: \$15,914

- viaOne access, which includes 2 free users and 2 additional users are provided for a fee of \$1,793, for a total of 4 users. Additional access is available for a fee of \$896 per user per year.
- One monthly data feed included at no charge. Standard data tapes are available for a fee of \$234 per month for monthly tape provided, \$642 per month for weekly file or \$2,011 per month for daily file.
- Intake by any means other than utilizing Sedgwick Call Center or web reporting technology (i.e. fax, e-mail) will incur a fee of \$24 per report
- viaOne Advanced OSHA; \$424 per user per year; and \$29 per incident.

G. Client shall pay the following fees for services provided during the period beginning on November 1, 2022 and ending on October 31, 2023:

- Account Management fee: \$16,391
- viaOne access, which includes 2 free users and 2 additional users are provided for a fee of \$1,847, for a total of 4 users. Additional access is available for a fee of \$923 per user per year.
- One monthly data feed included at no charge. Standard data tapes are available for a fee of \$241 per month for monthly tape provided, \$661 per month for weekly file or \$2,071 per month for daily file.
- Intake by any means other than utilizing Sedgwick Call Center or web reporting technology (i.e. fax, e-mail) will incur a fee of \$25 per report
- viaOne Advanced OSHA; \$437 per user per year; and \$30 per incident.

H. Client shall pay the following fees for services provided during the period beginning on November 1, 2023 and ending on October 31, 2024:

- Account Management fee: \$ 16,883
- viaOne access, which includes 2 free users and 2 additional users are provided for a fee of \$1,902, for a total of 4 users. Additional access is available for a fee of \$951 per user per year.
- One monthly data feed included at no charge. Standard data tapes are available for a fee of \$248 per month for monthly tape provided, \$681 per month for weekly file or \$2,133 per month for daily file.
- Intake by any means other than utilizing Sedgwick Call Center or web reporting technology (i.e. fax, e-mail) will incur a fee of \$26 per report

- viaOne Advanced OSHA; \$450 per user per year; and \$31 per incident.

8. Payment Terms

Client acknowledges that all fees set forth in the Agreement are due and payable within thirty (30) days following submission of appropriate invoices and supporting documentation of the invoice. Any and all past due fees will incur interest at the rate of 1.5% per month, unless otherwise prohibited by law. Client acknowledges that in the event Sedgwick undertakes collection proceedings for any outstanding fees, then Client will reimburse Sedgwick for all costs associated with such collection action, including a reasonable attorney fee and court cost.

All fees are contingent upon claim management from the JURIS system.

MANAGED CARE SERVICE SCHEDULE

Client has chosen the following managed care services, as defined herein:

- (1) Provider Fee Management - The bill review process reviews bills against up-to-date and accurate mandated state fee schedules or the usual and customary (“UCR”) data base, whichever is appropriate, to reveal excessive, duplicate, or inappropriate charges.
- (2) Preferred Provider Organization (“PPO”) Networks - Sedgwick will arrange for access and channeling to national and regional PPO networks including specialty networks (Diagnostics, Physical Therapy, etc. under the managed care program in conjunction with the Provider Fee Management service.
- (3) Hospital Bill Review - Hospital or outpatient non-PPO bills will be reviewed by a nurse for possible errors or excessive charges relative to the patient’s medical diagnosis at Sedgwick’s or Client’s request.
- (4) Out of Network Bill Review – Bills from out of network health care providers will be reviewed, and if appropriate a negotiation with the billing provider will be pursued. Additionally, inpatient and outpatient procedures that are not addressed by an individual state’s fee schedule or UCR will be repriced to a geographically driven and cost to charge repricing database to determine appropriate reimbursement.
- (5) Specialty Usual and Customary Review – Sedgwick’s vendors will apply geographic charges (fee for same procedure charged by other providers in same area) and cost to charge ratios (actual cost to provider for procedure or hospital stay v. amount charged) to determine reimbursement of medical services billed that are not addressed within the jurisdictional fee schedule or usual and customary reimbursement.
- (6) Field Case Management - Sedgwick will assign appropriate cases for field medical and vocational management services upon approval from the Client.
- (7) Utilization Review, which includes the following components:
 - (a) Prospective Review - a review prior to treatment or admission conducted by an experienced registered nurse to validate or negotiate the necessity, setting, frequency, intensity and duration of care delivery.
 - (b) Concurrent Review - during the course of treatment, a review of treatment and planned procedures and establishment of target completion dates.
 - (c) Retrospective Utilization Review- a review post treatment conducted by an experienced registered nurse to identify inappropriate treatment utilization.
 - (d) Peer Review - physician-to-physician contact to resolve treatment and

diagnosis questions.

- (8) Prescription Services – Pharmacy program made available to Client’s employees whereby a network of pharmacies, local to Employer sites/employee residences will provide prescription medications related to the work related injury with no out of pocket expenses to the employee.
- (9) Pharmacy review services include a review of all current medications prescribed to the claimant as well as a review of over the counter medication being taken by the claimant. The purpose of the review is to evaluate whether the medications prescribed to and/or taken by the claimant are appropriate for treatment of the injury or ailment which is the subject of the underlying claim being administered by Sedgwick.
- (10) Telephonic Case Management services are described below and are available upon request and for an additional fee.
- (11) Complex file review (nurse review) - Hospital or outpatient non-PPO bills that meet specific, pre-established criteria may be reviewed by a nurse for possible errors or excessive charges relative to the patient’s medical diagnosis.

Additional Managed Care Services

Telephonic Case Management

Sedgwick will provide a telephonic medical case management program in which nurse case managers receive early notice of a worker’s injury and telephonically manage the appropriate cases. Other elements of the Telephonic Case Management program include:

- The management phase includes ongoing return to work (“RTW”) and treatment plan management and negotiation. The treating physician will be contacted within forty-eight (48) hours to assess/determine the treatment and RTW plan, including any negotiation required to approve the treatment plan. The Client may also be contacted to assess/determine RTW opportunities. By continuing to contact the injured worker, the provider, and the Client, case management is best able to facilitate early RTW and appropriate treatment.
- The case may go simultaneously to the assigned claim examiner and nurse or the Sedgwick claims professional will make initial contacts to determine compensability and triage based on preset triggers and/or the claims professional’s judgment to determine if the case will be sent to a telephonic case management nurse.
- Throughout the telephonic case management process, telephone contact will be made with the provider, employee, and Client. Status reports will be provided, within seventy-two (72) hours, to the claims professional via documentation in the data management system as significant events (e.g., surgery, treatment plan updates, RTW status, etc.) occur in a case, and no less often than every thirty (30) days.

If, at the end of thirty (30) days, the case has not closed, the nurse case manager will contact the claims professional with a recommendation. At that time, the case will either:

- ◆ Close based on a decision by the claims professional
- ◆ Continue with case management on a month-to-month basis until closure and/or RTW and/or maximum medical improvement (MMI).
- ◆ Be referred for Field Case Management

Documentation of this contact will be transmitted electronically to the data management system.

- Sedgwick claims offices will receive standard, open, closed, referred, and savings reports. All information collected will allow for insured level, by office reporting. Client customized communication reports may carry an additional charge to be borne directly by Client. If this is the case, these charges will be detailed in a separate document to be agreed upon in writing between the Parties.
- Also included in the telephonic case management product model are any required Prospective Utilization Review or Concurrent Utilization Review necessary to meet individual claim or statutory requirements. These product components are described below:
 - ◆ Prospective Utilization Review is a utilization review prior to treatment or admission conducted by an experienced registered nurse that can validate or negotiate the necessity, setting, frequency, intensity, and duration of care delivery.
 - ◆ Concurrent Utilization Review is the process of using experienced registered nurses to review planned procedures and treatments to optimize patient recovery in line with accepted clinical practice.
 - ◆ Prospective and Concurrent Utilization Review services may also include the use of physician advisor review such as for cases that are complicated and warrant physician review to resolve treatment or diagnosis questions.

Evaluation and Recommendation

The Sedgwick Evaluation and Recommendation program involves triage contact with the injured worker, treating physician and, if appropriate and necessary, Client, to determine treatment and return to work (“RTW”) plans and appropriateness for telephonic case management.

- In the evaluation and recommendation phase, a Sedgwick nurse will receive demographic and initial claims professional contact information and open the case. The treating physician will be contacted within forty-eight (48) hours to assess/determine the treatment and RTW plan, including any negotiation required to approve the treatment plan. The Client may also be contacted to assess/determine RTW opportunities.
- Status reports will be provided, within seventy-two (72) hours to the claims professional via documentation in the data management system as significant events (e.g., surgery, treatment plan updates, RTW status, etc.) occur in a case, and no less often than every thirty (30) days.
- Continued telephonic case management will proceed on only those cases in which clinical activities can assist in resolving medical or RTW issues at the discretion of the Sedgwick claims professional. These activities require regular contact with the injured worker, treating physician or therapist, and Client, as appropriate.

- Sedgwick shall provide quarterly reports regarding compliance with all time defined responsibilities listed above to the Client.

CALL CENTER SERVICE SCHEDULE

1. Sedgwick will perform the following call center services:
 - A. Provide to the Client a toll free number owned by Sedgwick to be used by Client and its employees to access the Sedgwick telephonic claims intake center during the term of the Agreement between Client and Sedgwick regarding a claims administration program for Client's Program as defined in Exhibit A.
 - B. Shall fill out the appropriate form as required by an applicable program or statute.
 - C. Provide a copy of the form to Client via fax, mail, or electronically as agreed with Client.
 - D. Provide a copy of the form via fax, or electronically to the Sedgwick office responsible for managing the loss, as necessary.

2. Client agrees that:
 - A. Client shall provide Sedgwick in a timely manner information to facilitate distribution of report copies by Sedgwick.
 - B. Client shall pay to Sedgwick a service fee which, in the initial term of this Agreement, shall be computed and payable as shown in Exhibit B, attached hereto and made a part hereof, plus applicable taxes, if any.

SIU SERVICE SCHEDULE

Sedgwick Special Investigations Unit (“Sedgwick SIU”) will provide centralized management of investigative service vendors and will maintain a national vendor list of approved service providers based upon Client or local Sedgwick office preference. Sedgwick SIU will establish quality benchmarking and ensure its vendors are properly licensed and maintain insurance coverage as mandated in vendor agreements with these firms.

Sedgwick SIU will serve as a central referral and coordination unit providing the following SIU services for the fees itemized in Exhibit B:

1. Assessment services including case review, consultation, action plan development, state fraud filing, claim file demand and fraud packaging.
2. Field services including surveillance, activity checks, alive and well checks, and on-site investigations including recorded statements, AOE/COE, and scene investigations.
3. Research services including comprehensive background checks, internet searches, facility canvasses public records, skip tracing, criminal, civil and asset checks.
4. SIU compliance services including carrier and state annual reporting and fraud awareness training.
5. And, other services as outlined in Exhibit B.

OSHA DATABASE SERVICE SCHEDULE

Basic case demographic data (name, address, etc.) will be loaded when the claim is initially set up in JURIS®. Any changes or updates in JURIS® are updated in viaOne® OSHA. The Client cannot modify any of the demographic data in viaOne® OSHA.

Special OSHA fields are updated from the JURIS® Workers' Compensation Detail screen OSHA tab. This data is completed by Sedgwick colleagues or obtained from the intake feed. The Client cannot modify data in viaOne® OSHA.

The OSHA recordability determination is made by the system based on OSHA recordkeeping rules and an evaluation of data provided by the Sedgwick colleagues regarding OSHA recordkeeping criteria.

Work status records identifying days away from work and days of restricted work activity are loaded from the JURIS® Time Tracking screens. The Client cannot modify this data.

Manual Adds: This feature allows the user to manually add a case that does not exist as a workers' compensation JURIS® claim.

OSHA 300 logs, the OSHA 300A and the OSHA 301 forms as well as BLS Surveys and DART/Incident Reports can be produced at any time.

The SIC/NAICS code, industry description, number of employees and hours worked data for the OSHA 300A are provided by the Client and can be uploaded by the Client directly into viaOne® OSHA.

Client elects to include the SHARPS module as an operational feature of its OSHA recordkeeping services with Sedgwick subject to the following terms:

(Choose Alternative A or B)

(ALTERNATIVE A)

The Client will maintain SHARPS records in the SHARPS module. If Client chooses to manage its SHARPS cases, entries and updates can be accomplished in viaOne® OSHA.

(ALTERNATIVE B)

Sedgwick will maintain SHARPS records in the SHARPS module. Records are updated from the JURIS® Workers' Compensation Detail screen SHARPS Tab. This data must be completed by the Sedgwick colleagues or obtained from the intake feed. Client cannot modify data in viaOne OSHA.

The fees for these services are itemized in the attached Exhibit B. The charges for this service are the current fees for the services listed and may change from time to time upon sixty days' prior written notice to Client.

MEDICARE REPORTING SERVICES SCHEDULE

In order to assist the Client in fulfilling its Medicare beneficiary reporting obligations under Medicare, Medicaid and State Children's Health Insurance Program Extension Act of 2007 ("MMSEA") Section 111 as set forth in 42 U.S.C. §1395y(b)(7)&(8), Sedgwick will perform the following reporting services:

- 1) Sedgwick will electronically interface with the Centers for Medicare and Medicaid Services ("CMS") to capture and report data in the format prescribed by the CMS Specifications.
- 2) Sedgwick will report directly to CMS on behalf of Client as an Account Designee (reporting agent), as such term is defined in the CMS User Guide as amended from time to time by CMS.
- 3) Client will be considered a Responsible Reporting Entity ("RRE") as that term is defined in MMSEA Section 111 as set forth in 42 U.S.C. §1395y. Sedgwick will assist Client as follows:
 - a) As the custodian of the original claims information from which the reports will be compiled, Sedgwick will be an authorized Account Designee for Client. As an Account Designee, Sedgwick will prepare and submit test files to CMS in accordance with the requirements of the CMS Specifications.
 - b) Sedgwick will prepare the CMS Medicare beneficiary required data files and submit them to CMS or otherwise forward them as instructed by Client.
- 4) Sedgwick will be responsible for payment of any and all fines assessed to Client in regards to compliance with the Medicare beneficiary reporting requirements of Medicare, Medicaid and SCHIP Extension Act of 2007 that relate to the negligent acts or omissions of Sedgwick except to the extent that:
 - a) Such fines or penalties are the direct result of specific direction given by Client and/or its agent or the actions or omissions of Client and/or its agent; or
 - b) Sedgwick did not receive information from Client that is essential to the performance of the duties set forth herein in a timely manner so as to be able to comply with the terms of this Agreement.
- 5) There is no fee for this service.

MEDICARE WORKERS' COMPENSATION COMPLIANCE SERVICES SCHEDULE

In consideration for the Client's exclusive use of Sedgwick's Medicare Compliance Services, excluding where otherwise directed by the Client's insurer if applicable, Sedgwick agrees that the charges, as set forth below in the reduced fee schedules, will not increase during the initial term of the Agreement. After the initial term of the Agreement these fees may change from time to time upon sixty days' prior written notice to Client.

No.	Service name and description	Price
1	Medicare Set-Aside (MSA): This comprehensive report is primarily used to assist the examiner in determining an appropriate amount of money to set aside for the benefit of Medicare at the time of settlement.	\$1,950
2	MSA without submission: This is a compact MSA report that will not be submitted to CMS for review.	\$1,750
3	Zero dollar MSA Waiver: Preparation and submission of the \$0 MSA to CMS. This is only for DENIED cases where \$0 in medical and indemnity payments have been made.	\$1,200
4	Complex Medicare Set-Aside (MSA): Any MSA that includes more than 2 open claims to be included in the same report; or more than 200 pages of medical records. In addition to WCMSA fee.	\$650
5	MSA submission: Compiling, reviewing, analyzing and submitting necessary documentation to CMS for approval of an MSA.	\$650
6	Medicare Lien Resolution: Sedgwick's CMS Lien Resolution program will assist the examiner in all facets of lien resolution. <ul style="list-style-type: none"> • No charge for liens under \$1,000. • Subsequent liens to the same file only charged at \$350. 	\$500
7	Medicare Advantage Lien Search: Sedgwick's CMS Lien Resolution program will determine Medicare Advantage Organization and work with that organization to obtain conditional lien amount.	\$125
8	Medicare Advantage Lien Appeal: Sedgwick's CMS Lien Resolution program will file an appeal with the Medicare Advantage organization for any unrelated charges.	\$250
9	Medical Cost Projection (MCP): A Medical Cost Projection (MCP) is similar to an MSA in that it projects the anticipated future medical care for a claimant.	\$2,250
10	MSA/MCP Combination Report: This product is a combination of the MSA and MCP. It includes one report that summarizes medical records and two spreadsheets.	\$3,300
11	MSA Update: All updates will be charged at a flat rate. Exception: MSAs older than 2 years may be charged the full MSA rate for an update.	\$615 per update
12	Social Security Disability Check: We will check to determine if the claimant has applied for or been accepted for Social Security disability benefits.	\$250
13	Rated Age Request: In certain circumstances, it may be necessary to secure a rated-age in order to minimize the MSA.	\$25

CLINICAL CONSULTATION SERVICES SCHEDULE

Sedgwick will provide clinical consultation services. Clinical consultation services allow a nurse to speak with the injured employee at the time that the claim is reported in order to make recommendations whether medical intervention is needed. At the time of the initial call to Sedgwick, the injured employee will be transferred to a nurse who will utilize clinical guidelines to assess the injury, recommend immediate return-to-work or refer the claimant to the appropriate medical treatment provider, and document the care recommendation.

Sedgwick will make outbound calls to the injured employee on appropriate claims to obtain injured employees status and conduct the clinical consultation survey 24 hours after the initial clinical consultation call.

The current fee for agreed upon clinical consultation services are set forth in Exhibit B, but this fee will be reviewed and agreed upon annually with sixty days' written notice to Client of any changes. The fee for this service shall be added to Client's periodic invoicing.



PROFESSIONAL SERVICE AGREEMENT – AMENDMENT 1

AMENDMENT 1 to
PROFESSIONAL SERVICE AGREEMENT
With _____

This AMENDMENT 1, dated MAY 20, 2020, to the PROFESSIONAL SERVICE AGREEMENT executed _____ (the "Agreement"), and is between Milwaukee County, a Wisconsin municipal body corporate, represented by Risk Mgmt (the "County") and Sedowick an organization with its principal place of business at Brookfield, WI (the "Contractor"), combined to be considered the Parties to this Agreement ("Parties").

RECITALS

1. In December 2019, a novel strain of coronavirus emerged called COVID-19. The World Health Organization declared the spread of the virus a "pandemic" on March 11, 2020, leading to the United States Department of Health and Human Services to declare a national Public Health Emergency.
2. On March 12, 2020, Governor Tony Evers declared a Public Health Emergency for the state of Wisconsin, in order to initiate numerous levels of government response to prevent and respond to the spread of COVID-19 in the state. On March 13, 2020, County Executive Chris Abele proclaimed a local Public Health Emergency
3. On March 25, 2020, the Governor and the Wisconsin Department of Health Services (DHS) issued the Safer at Home Order, requiring all non-essential businesses and operations to cease.
4. The County wishes to amend the Agreement to modify the terms to require Contractor to comply with any federal, state, and local orders or laws regarding the pandemic, as well as follow all agency, specifically the United States Center for Disease Control and Prevention (CDC), guidelines for responding to, and stopping, the spread of COVID-19 through a "Pandemic Preparedness Plan."

ACCORDINGLY, intending to be legally bound, the Parties agree as follows:

1. **Pandemic Preparedness.**
 - a. Contractor is responsible for compliance with all state, federal, and local orders, including Milwaukee County Administrative Orders, and all regulations and laws regarding the COVID-19 pandemic. Further, Contractor will follow all relevant agency guidance, specifically issued by the CDC, including, but not limited to, social distancing, hygiene, sanitation of work spaces, providing proper personal protective equipment to staff, proper staff screening methods and education of staff.
 - b. If determined applicable by the County, Contractor should have a written Pandemic Preparedness Plan that complies with all applicable laws, regulations, orders, and agency guidelines regarding COVID-19 and, at a minimum, meets the requirements in the Milwaukee County COVID-19 Response Preparedness Plan Checklist, attached to this Amendment as Exhibit 1.

COVID-19 RESPONSE PREPAREDNESS PLAN CHECKLIST

By implementing a COVID-19 Response Preparedness Plan, an “essential” vendor, company or contractor pledges to dedicating resources immediately to identify and mitigate situations in the workplace or jobsite which may introduce, expose or spread COVID-19.

Each contractor’s written plan, unique to the operations under its control, will document the identification and mitigation measures taken, which may include engineering controls, administrative controls, safe work practices, and minimum Personal Protective Equipment (PPE) requirements, and will update that plan on a regular basis for the duration of the COVID-19 Situation.

Each Contractor’s Preparedness Plan must meet the following Minimum Requirements:

- 1) Provide the name and contact number of a designated Preparedness Plan Monitor for each County contract.
- 2) A plan to complete a Daily Employee Screening Form, or otherwise complete proper screening verifying daily that every employee has not:
 - a) Traveled to a Level 2 or 3 Country in the past 14 days, or visited an area that requires self-quarantine because of COVID-19 infection,
 - b) Had close contact (within 6 feet) with anyone known or suspected to have COVID-19,
 - c) Exhibited any symptoms (chest or back pain, cough, difficulty breathing) of COVID-19 or had a fever greater than 100.4 in the past 14 days.
- 3) A plan for Social Distancing. Complete a workflow audit that removes instances of employees being within 6 feet of each other. This should include the following, where applicable to the contract:
 - a) Reduction of on-site work hours to minimum needed to sustain operations.
 - b) Staggered shifts and work hours to minimize on-site human presence at a given time.
 - c) Staggered use of all shared spaces, including bathrooms, breakrooms and lunchrooms.
 - d) Staggered facility entry and exit procedures.
 - e) Ban in-person meetings (internal or external) and employee gathering (formal or informal) of any size. Employee communication handled virtually wherever possible.
 - f) Mandatory work at home for all employees except the absolute minimum required for baseline production and logistics functions.
 - g) Prohibit visitors and limit deliveries to the facility or jobsite, except those that support production activities or emergency building maintenance.
- 4) Educate employees on key CDC recommendations. Plan must include:
 - a) How employees can protect themselves.

- (i) Frequent hand washing (at least 20 seconds with soap and water or use of sanitizer greater than 60% alcohol content),
 - (ii) Avoid touching face,
 - (iii) Coughing or sneezing into a tissue and discarding it immediately in garbage,
 - (iv) Avoid shaking hands,
 - (v) Do not use other employee's phones, tools, PPE, etc.
 - b) What employees should do if they feel sick.
 - (i) Stay home
 - (ii) Require notification to employee's supervisor
- 5) A plan that provides appropriate PPE and Sanitation Products, as applicable to contract and as recommended by OSHA or CDC. For example, soap, sanitizer with over 60% alcohol, EPA approved disinfectant for COVID-19, gloves, gowns, eye protection, masks or respirators.
- 6) A plan for Sanitation Procedures, if applicable to contract. These processes must be implemented throughout facility or jobsite:
- a) Blue tape marking of surfaces that receive frequent human contact in the jobsite; disinfection of these surfaces multiple times daily.
 - b) Disinfect all tools, equipment, and vehicles frequently.
 - c) Designate one bathroom, allowing only one person to enter at a time. Disinfect hard surfaces in the bathroom that are frequently touched throughout the day. Disinfect multiple times a day, but must be sanitized at the end of the day. Empty garbage in the designated bathroom at the end of the day.
 - d) Avoid cleaning techniques that may result in generation of bio-aerosols, such as pressurized air or water sprays.
- 7) A plan for when an employee reports symptoms associated with COVID-19, including:
- a) Requiring employees to immediately report any symptoms of COVID-19,
 - b) Quarantine employees exhibiting symptoms on site,
 - c) Notifying proper County contact person.

COVID – 19 Virus Daily Screening Form

Today's Date: _____

Employee Name: _____

Employee Address: _____

Project Name: _____

Contractor: _____

Employers should ask the following questions to all employees, visitors and vendors prior to allowing access to the workplace and/or jobsite. THE QUESTIONS SHOULD BE ASKED IN PRIVATE & ANSWERS KEPT CONFIDENTIAL.

1. Have you traveled to a county or area that has a travel warning of level 2 or 3 as listed by the CDC in the past 14 days? [CDC Travel Warnings](#)

Yes ____ No ____

If so, where have you traveled? _____

What was your date of return? _____

2. Have you, or anyone in your family, come into close contact (within 6 feet) with someone who has a suspected or confirmed COVID – 19 diagnosis in the past 14 days either at home or on a jobsite, etc.?

Yes ____ No ____

3. Have you had a fever (greater than 100.4 F or 38.0 C) OR symptoms of lower respiratory illness such as cough, shortness of breath, or difficulty breathing in the past 14 days?

Yes ____ No ____

4. Are you currently experiencing a fever (greater than 100.4 F or 38.0 C) OR symptoms of lower respiratory illness such as cough, shortness of breath, or difficulty breathing?

Yes ____ No ____

***NOTE: If an employee, visitor or vendor answers 'Yes' to any of the above questions, ask them to leave the workplace or jobsite immediately and seek medical evaluation.**

Sign In:

Employee's Signature: _____

Date: _____

Sign Out:

Has your health status changes during your work shift?

Yes ____ No ____

Employee's Signature: _____

Date: _____

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

FOR MILWAUKEE COUNTY:

FOR Sedgwick Claims Management Services, Inc.

BY: DocuSigned by: Chris Luttrell DATE: 5/27/2020

BY: DocuSigned by: J. Edward Peel DATE: 6/22/2020

NAME: Chris Luttrell

NAME: J. Edward Peel

TITLE: Director, Risk Management

TITLE: Vice President

DEPARTMENT: Risk Management

TAXPAYER ID No.: 36-2685608

REVIEWED AS TO INSURANCE REQUIREMENTS:

APPROVED WITH REGARDS TO COUNTY ORDINANCE CHAPTER 42:

BY: DocuSigned by: Chris Luttrell DATE: 6/12/2020

BY: DocuSigned by: Lamont Robinson DATE: 6/15/2020

Risk Manager
Office of Risk Management

Director
Community Business Development Partners

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

APPROVED REGARDING FORM AND INDEPENDENT CONTRACTOR STATUS:

BY: DocuSigned by: [Signature] DATE: 6/15/2020

BY: DocuSigned by: Scott F. Braun DATE: 6/16/2020

Milwaukee County Comptroller
Office of the Comptroller

Corporation Counsel
Office of Corporation Counsel

REVIEWED AND APPROVED BY THE COUNTY EXECUTIVE:

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

BY: DocuSigned by: [Signature] DATE: 6/17/2020

BY: DocuSigned by: Paul Englitsch DATE: 6/20/2020

David Crowley, County Executive
Office of the County Executive

Corporation Counsel
Office of Corporation Counsel

REVIEWED AND APPROVED FOR COMPLIANCE WITH COVID-19 PUBLIC HEALTH EMERGENCY FISCAL ACTIONS ADMINISTRATIVE ORDER 20-9

BY: DocuSigned by: JOSEPH LAMERS DATE: 6/1/2020

Director of Performance, Strategy & Budget
Department of Administrative Services

REQ Dept Directions: 1.) Complete GRAY highlighted areas. Use a new form for each PURCHASE or POSITION action request.
 2.) When completed, click PSB EMAIL to create an Outlook email and attach this file-----> [PSB EMAIL](#)

2020					
County of Milwaukee			DAS Area		
Request for Purchase OR Position Actions			Analyst		
Corrective Action Plan					
Dept Name	Agency	Low Org	Date of Request		
DAS	Risk Mgmt.	1101	4/20/2020		
Purchase Request - Type					
Operating Capital	<input type="checkbox"/>	Srvcs/Commodities (non-contract related)	<input type="checkbox"/>		
Other	<input type="checkbox"/>	Srvcs/Commodities (contract related)	<input checked="" type="checkbox"/>		
Purchase Request - Detail					
Line No.	Agency	Low Org Unit	Object Code	Quantity	\$ Amount
01	1150	1101	6148	1.0	\$237,633
02					\$0
03					\$0
04					\$0
05					\$0
Position Request - Action					
Regular Appointment	<input type="checkbox"/>	Reclassification	<input type="checkbox"/>	Abolish/Create	<input type="checkbox"/>
Temp/Emerg Appointment	<input type="checkbox"/>	Reallocation	<input type="checkbox"/>	Double Fill	<input type="checkbox"/>
TAHC	<input type="checkbox"/>	Describe Other:		Other	<input type="checkbox"/>
NOTE: The following positions are exempt from the administrative order and a request form is not required: Corrections Officers and supervisors, Deputy Sheriffs and supervisors, Nurses (RN/CNA), Psych Technicians, all elections staff, and all staff in the Office of Emergency Management.					
Position Request - Detail					
Line No.	Position No.	Position Name	Name (Last, First, Middle/Initial)	Hours/Type	\$ Amount
01					\$0
02					\$0
03					\$0
04					\$0
05					\$0
Description of POSITION or PURCHASE Being Requested					
This contract is for third party administrative services for the Milwaukee County Workers Compensation program. Previous years this was administrated by Aegis. The function is to process Milwaukee County employee workers compensation claims and pay the medical and lost time benefits to the employees according to Wisconsin statute. This is a three year contract.					
Justification for Exemption					
This is a contract which completed the RFP process and Sedgwick Claims Management services was selected. Sedgwick has been processing our workers compensation files since November 1, 2020. The contract has been negotiated since that time and is now satisfactory and awaiting signatures. This contract saves Milwaukee County \$293,843 over the next five years. This is a three year contract with an optional two years. This was approved by the Board of Supervisors in October 2019.					
Public Safety, Patient Care, Public Health/Emergency Response (Y or N): <input checked="" type="checkbox"/>					
Grant Reimbursable (Y or N): <input checked="" type="checkbox"/> Percentage <input type="text"/>					
Net Amount Of Request					\$237,633
Requested By:		Chris Luttrell		Phone Number: 414/335-0684	
Department Head		Teig Whaley-Smith		Location: Courthouse	
Department of Administrative Services Recommendation:				Approve <input type="checkbox"/> Deny <input type="checkbox"/>	6/1/2020
				Date	
Department of Administrative Services (Only) Comments:					
\$0					
Total Recommended					

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

Mail to: Preliminary: Office of the Comptroller, Contract Signatures, Room 301 Courthouse Final: Office of the Comptroller, Accounts Payable, Room 301 Courthouse Community Business Development Partners, 9th Floor - 633 W. Wisconsin	CONTRACT TYPE	
	Professional Service - Operating	X
	Professional Service - Capital	
	Purchase of Service	
	Preliminary	Final

DEPARTMENT NAME	AGENCY NO.	DEPARTMENT (HIGH) ORG
Risk Management	117	1101

VENDOR INFORMATION

VENDOR NO.	ORDER TYPE	NEW or	AMEND	CONTRACT NO.
71128		X		

NAME OF VENDOR	ADDRESS
Sedgwick Claim Mgmt Services	200 Executive Drive Brookfield, WI 53005

TAX I.D. NO.	EFFECTIVE DATES: begin date end date	LENGTH OF CONTRACT (IN MONTHS)	AMENDMENT ONLY: DOLLAR CHANGE	TOTAL CONTRACT AMOUNT
	11/01/19 10/31/22	36		\$672,831

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
2019		0040	117	1101			6148				\$237,633
2020		0040	117	1101			6148				\$ 215,390.00
2021		0040	117	1101			6148				\$ 219,808.00

PURPOSE OF CONTRACT

Workers Compensation Third Party Administrator

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

If YES, give County Board File No. _____ Date Approved _____

If NO, why is County Board approval not required? Under \$100,000

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

Is Vendor a certified professional service DBE? YES NO

Chris Luttrell 07/10/19

Prepared By _____ Date _____

DocuSigned by:  5/27/2020

Signature of County Administrator _____ Date _____

Director, Risk Management

Director, Risk Management

Title _____

COMMUNITY BUSINESS DEVELOPMENT PARTNERS

MILWAUKEE COUNTY

COMMITMENT TO CONTRACT WITH TBE

PROJECT No. 98190006 PROJECT TITLE Workers' compensation claims service provider

TOTAL CONTRACT AMOUNT (less allowances) \$ \$300,000 TBE Goal: 17%

Name & Address of TBE	Scope of Work Detailed Description	1) TBE Contract Amount	2) % of Total Contract
EagleOne	Medical case management	\$37,500	12.5%

1) The total project contract amount is an estimate based on the outcome of negotiation between the Prime and Milwaukee County. In some situations the TBE sub-contract amount might NOT be based on the total project contract amount.

2) The percentage is based on the eligible scope of services that TBE participation can reasonably be obtained; which might not be based on the total project contract amount. The commitment percentage is the key indicator of TBE participation. The Pass/Fail determination is based on the percentage stated in the RFP/BID. If the Prime is using one or multiple TBE companies the sum of the percentages MUST satisfy the minimum percentage stated in the RFP/BID. Note the percentage indicated on this document will be viewed by CDBP the Prime's COMMITMENT to the TBE company.

Bidder/Proposer Commitment (To be completed by firm committing work to TBE)

I certify that the TBE firm quoted the identified service(s) and cost(s). I further acknowledge our firm having negotiated with, and having received confirmation, on partnering, pricing and delivery from the TBE firm listed herein.

Prime Contractor/Consultant _____ Phone _____, or one of our subs, will enter into contract with the TBE firm listed, for the service(s) and amount(s) specified when awarded this contract. The information on this form is true and accurate to the best of my knowledge. I further understand that falsification, fraudulent statement, or misrepresentation will result in appropriate sanctions under applicable law.

Signature of Authorized Representative Name & Title of Authorized Representative Date

TBE Affirmation (To be completed by TBE Owner/Authorized Representative)

• I affirm that our company is certified as (check all certifications that apply)

_____ DBE by the Wisconsin Unified Certification Program certifying partners

MBE by State of Wisconsin DOA



Insert title here

_____ **WBE by State of Wisconsin DOA**

_____ **SBE by SBA Federal Size Standards, NAICS and registered in SAM**

_____ **SBE by Milwaukee County**

• **I acknowledge and accept this commitment to contract with my firm for the service(s) and dollar amount(s) specified herein. I understand and accept that this commitment is for service(s) to be rendered in completion of the project specified herein and all work is to be completed with my own forces. I affirm that approval from CDBP will be obtained prior to subletting any portion of this work awarded to my firm on this project. I affirm that our company meets one of the following requirements: Certified as DBE and listed in the Wisconsin UCP Directory, certified as MBE or WBE with the State of Wisconsin DOA, or SBE firm certified by Milwaukee County or meets the SBA size standards and is listed in the SAM directory.**

Elizabeth Spreck
Signature of Authorized TBE Representative
630-468-1624

ELIZABETH SPRECK, PRESIDENT
Name & Title of Authorized TBE Representative
4/22/19
Date

Phone Number

FOR CDBP USE ONLY

Commitment _____ number of _____

Participation: _____ Project Total: _____

Authorized Signature

Date

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Southeast, Inc.	NAMED INSURED Sedgwick, LP and Subsidiaries 8125 Sedgwick Way Memphis, TN 38125	
POLICY NUMBER See Page 1	EFFECTIVE DATE: See Page 1	
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; vertical-align: top;"> CARRIER See Page 1 </td> <td style="width: 50%; vertical-align: top;"> NAIC CODE See Page 1 </td> </tr> </table>		CARRIER See Page 1
CARRIER See Page 1	NAIC CODE See Page 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: National Union Fire Insurance Company of Pittsburgh
POLICY NUMBER: 02-139-91-44 **EFF DATE:** 09/30/2019 **EXP DATE:** 09/30/2020

NAIC#: 19445

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Professional Liability	Each Occurrence	\$10,000,000
	Aggregate	\$10,000,000

Certificate Of Completion

Envelope Id: 89EC4F6271E04E95B8F1D16AE108A071	Status: Completed
Subject: Please DocuSign: Sedgwick Claims Program Agreement	
Source Envelope:	
Document Pages: 52	Signatures: 11
Certificate Pages: 6	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Suzanne Carter
Time Zone: (UTC-06:00) Central Time (US & Canada)	633 W. Wisconsin Ave.
	Suite 901
	Milwaukee, WI 53203
	suzanne.carter@milwaukeecountywi.gov
	IP Address: 204.194.251.5

Record Tracking

Status: Original	Holder: Suzanne Carter	Location: DocuSign
5/27/2020 10:17:37 AM	suzanne.carter@milwaukeecountywi.gov	

Signer Events

JOSEPH LAMERS

Joseph.Lamers@milwaukeecountywi.gov

Budget Director

Milwaukee County

Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

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Signature Adoption: Pre-selected Style
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Electronic Record and Signature Disclosure:
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Chris Luttrell

Chris.Luttrell@milwaukeecountywi.gov

Director, Risk Management

Milwaukee County

Security Level: Email, Account Authentication (None)

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Chris Luttrell

Chris.Luttrell@milwaukeecountywi.gov

Director, Risk Management

Milwaukee County

Security Level: Email, Account Authentication (None)

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 Signed: 6/12/2020 11:46:40 AM

Electronic Record and Signature Disclosure:
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Lamont Robinson

lamont.robinson@milwaukeecountywi.gov

Director, CBDP

Milwaukee County

Signing Group: Community Business Development Partners

Security Level: Email, Account Authentication (None)

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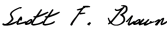
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Electronic Record and Signature Disclosure:
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Signer Events**Signature****Timestamp**

Scott F. Brown
 scott.brown@milwaukeecountywi.gov
 Asst. Corporation Counsel
 Milwaukee County
 Signing Group: Corporation Counsel
 Security Level: Email, Account Authentication (None)

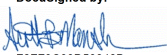
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Electronic Record and Signature Disclosure:
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Scott Manske
 comptrollersignature@milwaukeecountywi.gov
 Comptroller
 Milwaukee County
 Security Level: Email, Account Authentication (None)

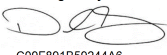
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Signature Adoption: Uploaded Signature Image
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Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

County Executive David Crowley
 David.Crowley@milwaukeecountywi.gov
 Milwaukee County Executive
 Milwaukee County
 Security Level: Email, Account Authentication (None)


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Sent: 6/16/2020 11:17:08 AM
 Viewed: 6/17/2020 10:19:16 AM
 Signed: 6/17/2020 10:19:25 AM

Signature Adoption: Uploaded Signature Image
 Using IP Address: 204.194.251.3

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)

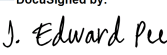
DocuSigned by:

 9A757018E1244D6...

Sent: 6/17/2020 10:19:29 AM
 Viewed: 6/20/2020 3:45:44 PM
 Signed: 6/20/2020 3:45:50 PM

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

Electronic Record and Signature Disclosure:
 Accepted: 4/8/2014 2:43:20 PM
 ID: 4b1c8bde-e203-4ad4-96bd-eb2ebaf71f09

J. Edward Peel
 Ed.Peel@sedgwick.com
 Vice President
 Sedgwick Claims Management Services, Inc.
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 DC01E9097246465...

Sent: 6/20/2020 3:45:54 PM
 Viewed: 6/20/2020 3:46:54 PM
 Signed: 6/22/2020 10:47:26 AM

Signature Adoption: Pre-selected Style
 Using IP Address: 107.194.160.80

Electronic Record and Signature Disclosure:
 Accepted: 6/20/2020 3:46:54 PM
 ID: 5da25510-bbff-43fe-93f2-281a4cbd7dca

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp**

Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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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	6/20/2020 3:45:54 PM
Certified Delivered	Security Checked	6/20/2020 3:46:54 PM
Signing Complete	Security Checked	6/22/2020 10:47:26 AM
Completed	Security Checked	6/22/2020 10:47:26 AM

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.

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