

AGREEMENT

January 19, 2010

Michelle Posewitz
Sauk County, Wisconsin
505 Broadway
Baraboo, WI 53913

Dear Ms. Posewitz:

This is to confirm the agreed upon terms and conditions surrounding FMLASource, Inc.'s ("FMLASource") delivery of Family and Medical Leave Act administration and information services to Sauk County, Wisconsin (hereinafter referred to as "Client") to begin March 1, 2010¹ ("Commencement Date"). The terms and conditions are as follows:

1. **Term:** Initial term of one (1) year for the delivery of Services to Client. After the expiration of the initial term (February 28, 2011), this Agreement shall automatically renew for successive one (1) year periods unless either party shall deliver to the other party written notice of non-renewal not less than sixty (60) days prior to the expiration of the initial term or any applicable renewal term.
2. **Fees:**
 - (A) A price of \$1.58 per employee per month. For additional leave tracking, if any, a price of \$.06 per employee per month for each additional type of leave. Client represents that as of the Commencement Date it has approximately 650 employees located in the United States. Client agrees to provide FMLASource with quarterly updated employee counts. Fees to be paid by Client to FMLASource shall be adjusted to reflect the updated employee counts. Payment for services is due on a quarterly basis beginning on the Commencement Date and thereafter on or before each three (3) month anniversary of the Commencement Date. In the event that any payment due FMLASource hereunder is not received by FMLASource from Client within five (5) days after its due date, a delinquency charge shall be assessed on each installment in an amount not to exceed five percent (5%) for each month the installment remains unpaid or the maximum amount allowed by law, in addition to attorney's fees and other costs and expenses incurred by FMLASource to collect any amounts due hereunder. FMLASource and Client shall negotiate fees, in good faith, in the event of any program or administrative changes due to state or federal law.
 - (B) Pre-approved travel expenses are billed separately and are due ten (10) days after receipt of invoice by Client.
 - (C) In the event peer-to-peer medical review is necessary, Client agrees to pay FMLASource a fee of \$250.00 per hour for each review, such fee to be billed separately and payment is due within ten (10) days after receipt of invoice by Client.
3. **Exclusivity:** During the term of this Agreement, Client warrants that FMLASource shall be the exclusive provider of the services under this Agreement to all employees of Client.

¹ In the event that the services do not commence on March 1, 2010, the Commencement Date shall be the actual start date of the services, and the expiration of the initial term of this Agreement shall be ~~two (2)~~ ^{one (1)} years from such Commencement Date.


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4. **Services:** Services shall include those services described on Schedule I attached hereto. Client understands that it is entitled to standard FMLA services pursuant to the terms and conditions of this Agreement. In the event Client desires to customize services, Client agrees to pay all costs incurred by FMLASource to effectuate such customizations, including, but not limited to, charges associated with software programming, web-site development or process adjustments.
5. **Force Majeure:** No failure, delay or default in performance of any obligation of either party shall constitute an event of default or breach of the Agreement to the extent that such failure to perform, delay or default arises out of a cause, existing or future, that is beyond the control and without negligence of such party, including, but not limited to: action or inaction of governmental, civil or military authority; fire, strike, lockout or other labor dispute; flood, war; terrorism; riot; theft; earthquake and other natural disaster.
6. **Taxes:** All fees quoted and payable under this Agreement exclude taxes. Client will pay or reimburse FMLASource for all applicable sales, services and other taxes (excluding taxes on FMLASource's net income) that may be levied upon the performance of services under this Agreement.
7. **Notices:** Any notice required hereunder will not be effective, unless in writing, signed by an authorized representative of the party delivering such notice, and sent by certified mail or recognized overnight carrier to the signatories below.
8. **Amendment:** Any changes, additions, or deletions to this Agreement will not be considered binding or agreed to unless the modifications have been initialed or otherwise approved in writing by the other party.
9. **Facsimile:** Facsimile transmission of an executed copy of this Agreement or any amendments hereto shall be accepted as evidence of a party's execution of the Agreement or amendment.
10. **Severability:** If and to the extent any provision of this Agreement is held illegal, invalid or unenforceable in whole or in part under applicable law, such provision or such portion thereof will be ineffective as to the jurisdiction in which it is illegal, invalid or unenforceable to the extent of its illegality, invalidity or unenforceability and will be deemed modified to the extent necessary to conform to applicable law so as to give the maximum effect to the intent of the parties. The illegality, invalidity or unenforceability of such provision in that jurisdiction will not affect the legality, validity or enforceability of such provision or any other provisions of this Agreement in any other jurisdiction.
11. **Governing Law:** This Agreement shall be interpreted under and governed by the laws of the State of Wisconsin, without regard to its conflict of laws rules.
12. **Clause Headings:** The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit or extend the scope or intent of the clauses to which they appertain.
13. **Employment Decisions:** Client understands that decisions made by FMLASource regarding FMLA eligibility shall not be deemed by Client to be a recommendation, suggestion or determination to take any employment action against an employee. Client agrees to seek legal counsel prior to making any adverse employment determinations.

14. **Relationship of the Parties:** FMLASource and Client agree that FMLASource is an independent contractor and neither party nor their respective employees or agents shall be deemed to be an employee of the other, nor shall this Agreement be deemed to create a partnership, joint venture, agency relationship or other association between the parties hereto.
15. **No Third Party Beneficiaries:** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person or entity other than Client and FMLASource any rights, remedies, obligations, or liabilities whatsoever, whether in contract, statute, tort (such as negligence) or otherwise, and no person or entity shall be deemed a third-party beneficiary under or by reason of this Agreement.
16. **Limitation of Liability:** NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH HEREIN, FMLASOURCE SHALL NOT BE LIABLE, WHETHER UNDER CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY, FOR ANY AMOUNTS IN EXCESS OF THE FEES AND CHARGES PAID BY CLIENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO ANY LIABILITY. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES EVEN IF A PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
17. **Entire Agreement:** This Agreement, together with the Schedules attached hereto, shall constitute the entire Agreement by and between the parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained herein and, this Agreement shall supersede all prior and contemporaneous communications, representations or agreements, either verbal or written, by and between the parties hereto, all of which are merged herein.

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

Sincerely,


Dr. Richard A. Chaifetz
Chairman and CEO

Sauk County, Wisconsin

By: 

Signature

By: Michelle Posewitz

Print Name

Title: Personnel Director

Date: 2-22-2018

SCHEDULE I COVERED SERVICES

- **Account Management:** FMLASource will assign Client an account manager who will serve as the contact person and provide Client with reports and feedback on the Services.
- **Service Access:** Toll-free access to FMLA experts.
- **FMLA Administration:** FMLASource will provide the following administrative services:
 - a) Receive leave requests.
 - b) Administer FMLA eligibility based on Client's guidelines. Any administrative decisions outside of the guidelines shall be referred to Client for final determination. FMLASource shall utilize its own medical certification forms to certify leaves of absence.
 - c) Issue conditional approvals, final approvals and denial notifications, all based on Client's procedural guidelines.
 - d) Maintain and update the FMLA eligibility database based on information provided by Client.

ADDITIONAL LEAVE TRACKING OPTIONS

- **Medical Leave Tracking:** Client has an internal medical leave policy that provides employees with a certain amount of paid medical leave that will run concurrent with FMLA leave and may extend beyond the FMLA period. At Client's request and for an additional cost, FMLASource will administer and track such medical leave in a manner that is consistent with FMLASource's administration and tracking of FMLA leave.
- **Personal Leave of Absence:** At Client's request and for an additional cost, FMLASource shall track personal leave of absence in accordance with Client's personal leave of absence policy set forth in Client's Employee Handbook. Client shall provide FMLASource with such handbook prior to commencement of services and periodically thereafter as such handbook is updated.
- **Other Absences:** At Client's request and for an additional cost per category (for example, tracking both Jury Duty and Witness Duty shall result in an additional cost of \$.12 pepm), FMLASource shall track employee absences/leaves resulting from the following:
 - a) Jury Duty
 - b) Witness Duty
 - c) Military Leave
 - d) Bereavement