



**FULTON
COUNTY**

CONTRACT DOCUMENTS FOR

#20RFP0810B-EC

**FAMILY AND MEDICAL LEAVE ACT (FMLA)
ADMINISTRATION SERVICES**

For

**DEPARTMENT OF HUMAN RESOURCES
MANAGEMENT**

STATE OF GEORGIA

Secretary of State
Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CERTIFICATE OF EXISTENCE

I, **Brad Raffensperger**, the Secretary of State of the State of Georgia, do hereby certify under the seal of my office that

SEDGWICK CLAIMS MANAGEMENT SERVICES, INC.
a Foreign Profit Corporation

was formed in the jurisdiction stated below or was authorized to transact business in Georgia on the below date. Said entity is in compliance with the applicable filing and annual registration provisions of Title 14 of the Official Code of Georgia Annotated and has not filed articles of dissolution, certificate of cancellation or any other similar document with the office of the Secretary of State.

This certificate relates only to the legal existence of the above-named entity as of the date issued. It does not certify whether or not a notice of intent to dissolve, an application for withdrawal, a statement of commencement of winding up or any other similar document has been filed or is pending with the Secretary of State.

This certificate is issued pursuant to Title 14 of the Official Code of Georgia Annotated and is prima-facie evidence that said entity is in existence or is authorized to transact business in this state.

Docket Number : 19580514
Date Inc/Auth/Filed: 05/05/1994
Jurisdiction : Illinois
Print Date : 09/03/2020
Form Number : 211



Brad Raffensperger

Brad Raffensperger
Secretary of State

CONTRACT AGREEMENT

Consultant: Sedgwick Claims Management Services, Inc.

Contract No.: 20RFP0810B-EC

Address: 8125 Sedgwick Way
City, State Memphis, TN 38125

Telephone: (614) 789-6014

Email: Kathleen.Burke2@sedgwick.com

Contact: Kathleen Burke
Account Executive

This Agreement made and entered into effective the 16th day of March 2022 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and Sedgwick Claims Management Services, Inc., hereinafter referred to as "**Consultant**", authorized to transact business in the State of Georgia.

WITNESSETH

WHEREAS, County through its Human Resources Management hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Consultant to provide comprehensive administration of Fulton County's FMLA program including, but not limited to, determination of FMLA leave eligibility; approval and denial of FMLA claims; verification of medical certification; issuance of all FMLA-related communications to employees and tracking of FMLA requests and utilization. All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein, hereinafter, referred to as the "**Project**".

WHEREAS, Consultant has represented to County that it is experienced and has qualified and local staff available to commit to the Project and County has relied upon such representations.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, County and Consultant agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

County hereby engages Consultant, and Consultant hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following contract documents:

- I. Form of Agreement;
- II. Addenda;
- III. Exhibit A: General Conditions;
- IV. Exhibit B: Special Conditions [not applicable];
- V. Exhibit C: Scope of Work
- VI. Exhibit D: Project Deliverables;
- VII. Exhibit E: Compensation;
- VIII. Exhibit F: Purchasing Forms
- IX. Exhibit G: Office of Contract Compliance Forms;
- X. Exhibit H: Insurance and Risk Management Forms

The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements

oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Purchasing Code §102-420 governing change orders, is signed by the County's and the Consultant's duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) the RFP, 3) any Addenda, 4) change orders, 5) the exhibits, and 6) portions of Consultant's proposal that was accepted by the County and made a part of the Contract Documents.

The Agreement was approved by the Fulton County Board of Commissioners on March 16, 2022 BOC# 22-0190

ARTICLE 2. **SEVERABILITY**

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

ARTICLE 3. **DESCRIPTION OF PROJECT**

County and Consultant agree the Project is to provide comprehensive administration of Fulton County's FMLA program including, but not limited to, determination of FMLA leave eligibility; approval and denial of FMLA claims; verification of medical certification; issuance of all FMLA-related communications to employees and tracking of FMLA requests and utilization. All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

ARTICLE 4. **SCOPE OF WORK**

Unless modified in writing by both parties in the manner specified in the agreement, duties of Consultant shall not be construed to exceed those services specifically set forth herein. Consultant agrees to provide all services, products, and data and to perform all tasks described in Exhibit C, Scope of Work.

ARTICLE 5. **DELIVERABLES**

Consultant shall deliver to County all reports prepared under the terms of this Agreement that are specified in Exhibit D, Project Deliverables. Consultant shall provide to County all deliverables specified in Exhibit D, Project Deliverables. Deliverables shall be furnished to County by Consultant in a media of form that is acceptable and usable by County at no additional cost at the end of the project.

ARTICLE 6. **SERVICES PROVIDED BY COUNTY**

Consultant shall gather from County all available non-privileged data and information pertinent to the performance of the services for the Project. Certain services as described in Exhibit C, Scope of Work, if required, will be performed and furnished by County in a timely manner so as not to unduly delay Consultant in the performance of said obligations. County shall have the final decision as to what data and information is pertinent.

County will appoint in writing a County authorized representative with respect to work to be performed under this Agreement until County gives written notice of the appointment of a successor. The County's authorized representative shall have complete authority to transmit instructions, receive information, and define County's policies, consistent with County rules and regulations. Consultant may rely upon written consents and approvals signed by County's authorized representative that are consistent with County rules and regulations.

ARTICLE 7. MODIFICATIONS

If during the course of performing the Project, County and Consultant agree that it is necessary to make changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of Fulton County Purchasing Code §102-420 which is incorporated by reference herein.

ARTICLE 8. SCHEDULE OF WORK

Consultant shall not proceed to furnish such services and County shall not become obligated to pay for same until a written authorization to proceed (Notice to Proceed) has been sent to Consultant from County. The Consultant shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.

ARTICLE 9 CONTRACT TERM

The period of this Agreement shall consist of a series of Terms as defined below. The County is obligated only to pay such compensation under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the County's then current fiscal year.

a. **Commencement Term**

The "Commencement Term" of this Agreement shall begin on March 16, 2022, the starting date, and shall end absolutely and without further obligation on the part of the county on the 31st day of December 2022. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

b. **Renewal Terms**

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for two (2) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized, nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the 1st day of January 2023 and shall end no later than the 31st day of December 2023. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January 2024 and shall end no later than the 31st day of December 2024. If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the party of either party.

c. **Term Subject to Events of Termination**

All "Terms" as defined within this Section are subject to the section of this Agreement which pertain to events of termination and the County's rights upon termination.

d. Same Terms

Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be exactly the same as those contained within in this Agreement.

e. Statutory Compliance Regarding Purchase Contracts.

The parties intend that this Agreement shall, and this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent with such statute.

ARTICLE 10. COMPENSATION

Compensation for work performed by Consultant on Project shall be in accordance with the payment provisions and compensation schedule, attached as Exhibit E, Compensation.

The total contract amount for the Project shall not exceed **\$97,037.00 (Ninety-Seven Thousand Thirty-Seven Dollars and Zero Cents)** which is full payment for a complete scope of work.

ARTICLE 11. PERSONNEL AND EQUIPMENT

Consultant shall designate in writing a person(s) to serve as its authorized representative(s) who shall have sole authority to represent Consultant on all manners pertaining to this contract.

Consultant represents that it has secured or will secure, at its' own expense, all equipment and personnel necessary to complete this Agreement, none of whom shall be employees of or have any contractual relationship with County. All of the services required hereunder will be performed by Consultant under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

Written notification shall be immediately provided to County upon change or severance of any of the authorized representative(s), listed key personnel or sub-consultant performing services on this Project by Consultant. No changes or substitutions shall be permitted in Consultant's key personnel or sub-consultant as set forth herein without prior notice to the County. Requests for changes in key personnel or sub-consultants will not be unreasonably withheld by County.

ARTICLE 12. SUSPENSION OF WORK

Suspension Notice: The County may by written notice to the Consultant, suspend at any time the performance of all or any portion of the services to be performed under this Agreement. Upon receipt of a suspension notice, the Consultant must, unless the notice requires otherwise:

- 1) Immediately discontinue suspended services on the date and to the extent specified in the notice;
- 2) Place no further orders or subcontracts for material, services or facilities with respect to suspended services, other than to the extent required in the notice and
- 3) Take any other reasonable steps to minimize costs associated with the suspension.

Notice to Resume: Upon receipt of notice to resume suspended services, the Consultant will immediately resume performance under this Agreement as required in the notice.

ARTICLE 13. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the County. The representative shall

reduce the decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The Consultant shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. Pending any final decision of a dispute hereunder, Consultant shall proceed diligently with performance of the Agreement and in accordance with the decision of the County's designated representative.

ARTICLE 14. TERMINATION OF AGREEMENT FOR CAUSE

- (1) Either County or Consultant may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.
- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- (3) **TIME IS OF THE ESSENCE** and if the Consultant refuses or fails to perform the work as specified in Exhibit C, Scope of Work and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling thereof, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination
- (4) The County may, by written notice to Consultant, terminate Consultant's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Consultant shall be required to provide all copies of finished or unfinished documents prepared by Consultant under this Agreement to the County as stated in Exhibit D, "Project Deliverables".
- (5) Consultant shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.
- (6) Whether or not the Consultant's right to proceed with the work has been terminated, the Consultant shall be liable for any damage to the County resulting from the Consultant's refusal or failure to complete the work within the specified time period.

ARTICLE 15. TERMINATION FOR CONVENIENCE OF COUNTY

Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by a written notice to Consultant. If the Agreement is terminated for convenience by the County, as provided in this article, Consultant will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by Consultant which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

If, after termination, it is determined that the Consultant was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the government.

ARTICLE 16. WAIVER OF BREACH

The waiver by either party of a breach or violation of any provision of this Agreement, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

ARTICLE 17. INDEPENDENT CONSULTANT

Consultant shall perform the services under this Agreement as an independent Consultant and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute Consultant or any of its agents or employees to be the agent, employee or representative of County.

ARTICLE 18. PROFESSIONAL RESPONSIBILITY

Consultant represents that it has, or will secure at its own expenses, all personnel appropriate to perform all work to be completed under this Agreement;

All the services required hereunder will be performed by Consultant or under the direct supervision of Consultant. All personnel engaged in the Project by Consultant shall be fully qualified and shall be authorized or permitted under applicable State and local law to perform such services.

None of the work or services covered by this Agreement shall be transferred, assigned, or subcontracted by Consultant without the prior written consent of the County.

ARTICLE 19. COOPERATION WITH OTHER CONSULTANTS

Consultant will undertake the Project in cooperation with and in coordination with other studies, projects or related work performed for, with or by County's employees, appointed committee(s) or other Consultants. Consultant shall fully cooperate with such other related Consultants and County employees or appointed committees. Consultant shall provide within his schedule of work, time and effort to coordinate with other Consultants under contract with County. Consultant shall not commit or permit any act, which will interfere with the performance of work by any other consultant or by County employees. Consultant shall not be liable or responsible for the delays of third parties not under its control nor affiliated with the Consultant in any manner.

ARTICLE 20. ACCURACY OF WORK

Consultant shall be responsible for the accuracy of his work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve Consultant of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities. Consultant shall prepare any plans, report, fieldwork, or data required by County to correct its errors or omissions. The above consultation, clarification or correction shall be made without added compensation to Consultant. Consultant shall give immediate attention to these changes so there will be a minimum of delay to others.

ARTICLE 21. REVIEW OF WORK

Authorized representatives of County may at all reasonable times review and inspect Project activities and data collected under this Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for Consultant, shall be available to authorized representatives of County for inspection and review at all reasonable times in the main office of County. Acceptance shall not relieve Consultant of its professional obligation to correct, at its expense, any of its errors in work. County may request at any time and Consultant shall produce progress prints or copies of any work as performed under this Agreement. Refusal by Consultant to submit progress reports and/or plans shall be cause for County, without any liability thereof, to withhold payment to consultant until Consultant complies with County's request in this regard. County's review recommendations shall be incorporated into the plans by Consultant.

ARTICLE 22. INDEMNIFICATION

22.1 Professional Services Indemnification. With respect to liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments that arise or are alleged to arise out of the Consultant's acts, errors, or omissions in the performance of

professional services, the Consultant shall indemnify, release, and hold harmless Fulton County, its Commissioners and their respective officers, members, employees and agents (each, hereinafter referred to as an "Indemnified Person"), from and against liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments only to the extent such liability is caused by the negligence of the Consultant in the delivery of the Work under this Agreement, but such indemnity is limited to those liabilities caused by a Negligent Professional Act, as defined below. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Consultant.

For the purposes of the Professional Services Indemnity above, a "Negligent Professional Act" means a negligent act, error, or omission in the performance of Professional Services (or by any person or entity, including joint ventures, for whom Consultant is liable) that causes liability and fails to meet the applicable professional standard of care, skill and ability under similar conditions and like surrounding circumstances, as is ordinarily employed by others in their profession.

Consultant obligation to indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Consultant further agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Consultant. These indemnities shall not be limited by reason of the listing of any insurance coverage.

22.2 Notice of Claim. If an Indemnified Person receives written notice of any claim or circumstance which could give rise to indemnified losses, the receiving party shall promptly give written notice to Consultant and shall use best efforts to deliver such written notice within ten (10) Business Days. The notice must include a copy of such written notice of claim, or, if the Indemnified Person did not receive a written notice of claim, a description of the indemnification event in reasonable detail and the basis on which indemnification may be due. Such notice will not stop or prevent an Indemnified Person from later asserting a different basis for indemnification. If an Indemnified Person does not provide this notice within the ten (10) Business Day period, it does not waive any right to indemnification except to the extent that Consultant is prejudiced, suffers loss, or incurs additional expense solely because of the delay.

22.3 Defense. Consultant, at Consultant's own expense, shall defend each such action, suit, or proceeding or cause the same to be resisted and defended by counsel reasonably designated by the Indemnified Person and reasonably approved by Consultant (provided that in all instances the County Attorney of Fulton County Georgia shall be acceptable, and, for the avoidance of doubt, is the only counsel authorized to represent the County). If any such action, suit or proceedings should result in final judgment against the Indemnified Person, Consultant shall promptly satisfy and discharge such judgment or cause such judgment to be promptly satisfied and discharged. Within ten (10) Business Days after receiving written notice of the indemnification request, Consultant shall acknowledge in writing delivered to the Indemnified Person (with a copy to the County Attorney) that Consultant is defending the claim as required hereunder.

22.4 Separate Counsel.

22.4.1 Mandatory Separate Counsel. In the event that there is any potential conflict of interest that could reasonably arise in the representation of any Indemnified Person and Consultant in the defense of any action, suit or proceeding pursuant to Section 22.3 above or in the event that state or local law requires the use of specific counsel, (i) such Indemnified Person may elect in its sole and absolute discretion whether to waive such conflict of interest, and (ii) unless such Indemnified Person (and, as applicable, Consultant) elects to waive such conflict of interest, or in any event if required by state or local law, then the counsel designated by the Indemnified Person shall solely represent such Indemnified Person and, if applicable,

Consultant shall retain its own separate counsel, each at Consultant's sole cost and expense.

22.4.2 Voluntary Separate Counsel. Notwithstanding Consultant's obligation to defend, where applicable pursuant to Section 22.3, a claim, the Indemnified Person may retain separate counsel to participate in (but not control or impair) the defense and to participate in (but not control or impair) any settlement negotiations, provided that for so long as Consultant has complied with all of Consultant's obligations with respect to such claim, the cost of such separate counsel shall be at the sole cost and expense of such Indemnified Person (provided that if Consultant has not reasonably complied with all of Consultant's obligations with respect to such claim, Consultant shall be obligated to pay the cost and expense of such separate counsel). Consultant may settle the claim without the consent or agreement of the Indemnified Person, unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the Indemnified Person to comply with restrictions or limitations that adversely affect or materially impair the reputation and standing of the Indemnified Person, (ii) would require the Indemnified Person to pay amounts that Consultant or its insurer does not fund in full, (iii) would not result in the Indemnified Person's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement, or (iv) directly involves the County (in which case the County of Fulton County, Georgia shall be the only counsel authorized to represent the County with respect to any such settlement).

22.5 Survival. The provisions of this Article will survive any expiration or earlier termination of this Agreement and any closing, settlement or other similar event which occurs under this Agreement.

ARTICLE 23. **CONFIDENTIALITY**

Consultant agrees that its conclusions and any reports are for the confidential information of County and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to County, and will only discuss the same with it or its authorized representatives, except as required under this Agreement to provide information to the public. Upon completion of this Agreement term, all documents, reports, maps, data and studies prepared by Consultant pursuant thereto and any equipment paid for by County as a result of this Agreement, shall become the property of the County and be delivered to the User Department's Representative.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of County.

It is further agreed that if any information concerning the Project, its conduct results, or data gathered or processed should be released by Consultant without prior approval from County, the release of the same shall constitute grounds for termination of this Agreement without indemnity to Consultant, but should any such information be released by County or by Consultant with such prior written approval, the same shall be regarded as Public information and no longer subject to the restrictions of this Agreement.

ARTICLE 24. **OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION**

Consultant agrees that Fulton County is the sole owner of all information, data, and materials that are developed or prepared subject to this Agreement by Consultant exclusively for Fulton County. Consultant or any sub-consultant is not allowed to use or sell any information subject to this contract for educational, publication, profit, research or any other purpose without the written and authorized consent of the County. All electronic files used in connection to this Agreement, which are by definition, any custom software files used in connection to this Agreement if prepared by the Consultant exclusively for Fulton County, (collectively, the "Software"), shall be turned over to the County for its use after termination hereof and Consultant shall have no interest of any kind in such electronic files. Any required licenses and fees for the Software or other required materials shall be purchased and/or paid for by Consultant and registered in the name of the County, if possible. The Software as defined hereunder, specifically excludes all software, documentation, information, and materials in which Consultant has pre-existing proprietary rights and/or has otherwise been licensed to Consultant prior to this Agreement, and any upgrades, updates, modifications or enhancements thereto.

Consultant agrees to provide at no cost to County any upgrades to any software used in connection with this Agreement which may be subsequently developed or upgraded for a period of three (3) years from the date of completion of the work under the Agreement, except in the case of commercial Software licensed to the County. Any information developed for use in connection with this Agreement may be released as public domain information by the County at its sole discretion.

ARTICLE 25. **COVENANT AGAINST CONTINGENT FEES**

Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees maintained by Consultant for the purpose of securing business and that Consultant has not received any non-County fee related to this Agreement without the prior written consent of County. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 26. **INSURANCE**

Consultant agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Exhibit H, Insurance and Risk Management Forms, with the County as an additional insured on specified policies and shall furnish the County a Certificate of Insurance showing the required coverage. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

ARTICLE 27. **PROHIBITED INTEREST**

Section 27.01 **Conflict of interest:**

Consultant agrees that it presently has no interest and shall acquire no interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. Consultant further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

Section 27.02 **Interest of Public Officials:**

No member, officer or employee of County during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE 28. **SUBCONTRACTING**

Consultant shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval of County.

ARTICLE 29. **ASSIGNABILITY**

Consultant shall not assign or subcontract this Agreement or any portion thereof without the prior expressed written consent of County. Any attempted assignment or subcontracting by Consultant without the prior expressed written consent of County shall at County's sole option terminate this Agreement without any notice to Consultant of such termination. Consultant binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

ARTICLE 30. **ANTI-KICKBACK CLAUSE**

Salaries of engineers, surveyors, draftsmen, clerical and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. Consultant hereby promises to comply with all

applicable "Anti-Kickback" Laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

ARTICLE 31. **AUDITS AND INSPECTORS**

One time per calendar year, at times and locations as mutually agreed, upon no less than thirty days prior written notice once audit scope has been agreed during normal business hours. Consultant shall make available to County and/or representatives of the County for examination all of its records with respect to all matters covered by this Agreement.

It shall also permit County and/or representative of the County to audit, examine from such records of data relating to all matters covered by this Agreement. Consultant's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Consultant. To the extent County audits or examines such Information related to this Agreement, County shall not disclose or otherwise make available to third parties any such Information without Consultant's prior written consent unless required to do so by a court order. Nothing in this Agreement shall be construed as granting County any right to make copies, excerpts or transcripts of such information outside the area covered by this Agreement without the prior written consent of Consultant. Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for eight years from the date of final payment under the Agreement, for inspection by County or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to County. Consultant agrees that the provisions of this Article shall be included in any Agreements it may make with any sub-consultant, assignee or transferee.

ARTICLE 32. **ACCOUNTING SYSTEM**

Consultant shall have an accounting system, which is established, and maintaining in accordance with generally accepted accounting principles. Consultant must account for cost in a manner consistent with generally accepted accounting procedures, as approved by Fulton County.

ARTICLE 33. **VERBAL AGREEMENT**

No verbal agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle Consultant to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in writing and the form of a change order in supplemental agreement, approved by the County, and entered on the Minutes of the Board of Commissioners.

ARTICLE 34. **NOTICES**

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to County, shall be addressed as follows:

Chief Human Resources Officer
Human Resources Management
141 Pryor Street, Suite 3030
Atlanta, Georgia 30303
Telephone: 404-613-0923
Email: Kenneth.Hermon@fultoncountyga.gov
Attention: Kenneth L. Hermon, Jr.

With a copy to:

Department of Purchasing & Contract Compliance
Chief Purchasing Agent
130 Peachtree Street, S.W. Suite 1168
Atlanta, Georgia 30303
Telephone: (404) 612-5800
Email: Felicia.Strong-Whitaker@fultoncountyga.gov
Attention: Felicia Strong-Whitaker

Notices to Consultant shall be addressed as follows:

Michael Shook
8125 Sedgwick Way
Memphis, TN 38125
Telephone: (614) 789-6014
Email: Kathleen.Burke2@sedgwick.com
Attention: Kathleen Burke

ARTICLE 35. JURISDICTION

This Agreement will be executed and implemented in Fulton County. Further, this Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in the Fulton County Superior Courts. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

ARTICLE 36. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, Consultant agrees as follows:

Section 36.01 Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 36.02 Consultant will, in all solicitations or advertisements for employees placed by, or on behalf of, Consultant state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 36.03 Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each sub-consultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 37. FORCE MAJEURE

Neither County nor Consultant shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve Consultant from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

ARTICLE 38. OPEN RECORDS ACT

The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. The Consultant acknowledges that any documents or computerized data provided to the County by the Consultant may be subject to release to the public. The Consultant also acknowledges that documents and computerized data created or held by the Consultant in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. The Consultant shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The Consultant shall notify the County of any Open Records Act requests no later than three (3) business days following receipt of any such requests by the Consultant. The Consultant shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

ARTICLE 39. CONSULTANT'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT

Where the procurement documents do not place a degree or level of service relating to the scope of work, M/FBE participation, or any other matter relating to the services being procured, should any Consultant submit a response to the County promising to provide a certain level of service for the scope of work, M/FBE participation, or any other matter, including where such promises or assurances are greater than what is required by the procurement documents, and should this response containing these promises or assurances be accepted by the County and made a part of the Contract Documents, then the degree or level of service promised relating to the scope of work, M/FBE participation, or other matter shall be considered to be a material part of the Agreement between the Consultant and the County, such that the Consultant's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to ARTICLE 14 of the Agreement.

ARTICLE 40. INVOICING AND PAYMENT

Consultant shall submit monthly invoices for work performed during the previous calendar month, in a form acceptable to the County and accompanied by all support documentation requested by the County, for payment and for services that were completed during the preceding phase. The County shall review for approval of said invoices. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

Time of Payment: The County shall make payments to Consultant within thirty (30) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

Submittal of Invoices: Invoices shall be submitted as follows:

Via Mail:

Fulton County Government
141 Pryor Street, SW
Suite 7001
Atlanta, Georgia 30303
Attn: Finance Department – Accounts Payable
OR

Via Email:

Email: Accounts.Payable@fultoncountyga.gov

At minimum, original invoices must reference all of the following information:

- 1) Vendor Information
 - a. Vendor Name
 - b. Vendor Address
 - c. Vendor Code
 - d. Vendor Contact Information
 - e. Remittance Address
- 2) Invoice Details
 - a. Invoice Date
 - b. Invoice Number (uniquely numbered, no duplicates)
 - c. Purchase Order Reference Number
 - d. Date(s) of Services Performed
 - e. Itemization of Services Provided/Commodity Units
- 3) Fulton County Department Information (needed for invoice approval)
 - a. Department Name
 - b. Department Representative Name

Consultant's cumulative invoices shall not exceed the total not-to-exceed fee established for this Agreement.

County's Right to Withhold Payments: The County may withhold payments, not to exceed the total of two months' fees of the applicable SOW, for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the Consultant when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. If there is a good faith dispute regarding a portion of an invoice, Consultant will notify County and detail the dispute before the invoice date. The County shall promptly pay any undisputed items contained in such invoices. Upon resolution of the dispute, any disputed amounts owed to Consultant will be promptly paid by County.

Payment of Sub-consultants/Suppliers: The Consultant must certify in writing that all sub-consultants of the Consultant and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Consultant is unable to pay sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime Consultant shall pay all sub-consultants or supplier funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen days as provided for by State Law.

Acceptance of Payments by Consultant; Release. The acceptance by the Consultant of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability to the Consultant for work performed or furnished for or relating to the service for which payment was accepted, unless the Consultant within five (5) days of its receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

ARTICLE 41. TAXES

The Consultant shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Consultant which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Consultant shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Consultant shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Consultant for payment of any tax from which it is exempt.

ARTICLE 42. **PERMITS, LICENSES AND BONDS**

All permits and licenses necessary for the work shall be secured and paid for by the Consultant.

ARTICLE 43. **NON-APPROPRIATION**

This Agreement states the total obligation of the County to the Consultant for the calendar year of execution. Notwithstanding anything contained in this Agreement, the obligation of the County to make payments provided under this Agreement shall be subject to annual appropriations of funds thereof by the governing body of the County and such obligation shall not constitute a pledge of the full faith and credit of the County within the meaning of any constitutional debt limitation. The Director of Finance shall deliver written notice to the Consultant in the event the County does not intend to budget funds for the succeeding Contract year.

Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated to support continuation of this Agreement for an additional calendar year or an additional term of the Agreement, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of its execution and at the close of each succeeding calendar year of which it may be renewed, unless a shorter termination period is provided or the County suspends performance pending the appropriation of funds.

ARTICLE 44. **WAGE CLAUSE**

Consultant shall agree that in the performance of this Agreement the Consultant will comply with all lawful agreements, if any, which the Consultant had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:

Robert L. Pitts

14E1B4AA5F6A44A...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

CONSULTANT:

**SEDGWICK CLAIMS
MANAGEMENT SERVICES, INC.**

DocuSigned by:

Michael Shook

03F72069FEBB447...

Michael Shook
Senior Vice President, Managing
Counsel



ATTEST:

DocuSigned by:

Tonya R. Grier

EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)



APPROVED AS TO FORM:

DocuSigned by:

Cheryl Ringer

E6C34E63E54E407...

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

Kenneth L. Hermon

E59C31EB72DD8496...

Kenneth L. Hermon, Jr. CHRO
Department of Human Resources
Management

ATTEST:

DocuSigned by:

Stephen R Hurley

8CF17740CD8240C...

Secretary/
Assistant Secretary

(Affix Corporate Seal)

DocuSigned by:



ATTEST:

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: 2022-0190	RCS: 3/16/2022	ITEM#: _____	RM: _____
RECESS MEETING		REGULAR MEETING	

ADDENDA



Date: September 9, 2020

Project Number: #20RFP0810B-EC

Project Title: Family and Medical Leave Act (FMLA) Administration

This Addendum forms a part of the contract documents and **modifies** the original RFP documents as noted below:

ADDENDUM NO. 1

The undersigned Bidder/Proposer acknowledges receipt of this Addendum by uploading this form with the Bid/Proposal submittal package as outlined in 3.2 of the RFP

This is to acknowledge receipt of Addendum No. 1, 11th day of September, 2020.

Sedgwick Claims Management Services, Inc.
Legal Name of Bidder/Proposer


Signature of Authorized Representative

Global Chief Legal Officer
Title



Date: September 10, 2020

Project Number: #20RFP0810B-EC

Project Title: Family and Medical Leave Act (FMLA) Administration

This Addendum forms a part of the contract documents and **modifies** the original RFP documents as noted below:

ADDENDUM NO. 2

The undersigned Bidder/Proposer acknowledges receipt of this Addendum by uploading this form with the Bid/Proposal submittal package as outlined in 3.2 of the RFP

This is to acknowledge receipt of Addendum No. 2, 11th day of September, 2020.

Sedgwick Claims Management Services, Inc.
Legal Name of Bidder/Proposer

LM
Signature of Authorized Representative

Global Chief Legal Officer
Title

EXHIBIT A

GENERAL CONDITIONS

General Conditions

1. Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its proposal.

Proposals for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows:

The County must advise Offerors in the request for proposals of the number of days that Offerors will be required to honor their proposals. If an Offeror is not selected within 60 days of opening the proposals, any Offeror that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the proposal.

2. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The Consultant must assume full responsibility for delivery of all goods and services proposed.
4. The Consultant must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days' notice by the County of such defect, damage or deficiency.
5. The Consultant must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the Consultant and not the County is responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.
6. The Consultant shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
7. The Consultant shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
8. In case of default by the Consultant, Fulton County may procure the articles or services from another source and hold the Consultant responsible for any resultant excess cost.
9. All proposals and bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
10. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).

EXHIBIT B

SPECIAL CONDITIONS

(NOT APPLICABLE)

EXHIBIT C

SCOPE OF WORK

SCOPE OF WORK

The Consultant shall:

Provide a full range of FMLA Administration Services and support to Fulton County Government. The Consultant will be responsible for complete administration throughout the life cycle of an FMLA claim, beginning with the initial request for FMLA leave through the Determination of Eligibility and the expiration of the claim or exhaustion of the employee's FMLA entitlement. These services shall be administered as directed by Fulton County. Therefore, the awarded firm must meet all of the RFP Requirements indicated herein for the proposed services, without exception. In addition, the Consultant shall provide recommendations to improve Fulton County's current FMLA policy, procedure and practices.

Accordingly, the Consultant shall be required to perform the following tasks:

The Consultant will be responsible for complete FMLA Leave Administration for Fulton County Government, beginning with a Request for FMLA Leave through the Determination and Expiration or Exhaustion of the Leave. Accordingly, the Consultant will be required to perform the following tasks:

1. FMLA Claim Management and Processing. The Consultant must be able to provide case management and communication with employees to include return to work processes.
 - 1.1 Provide a timely and efficient means for Fulton County employees to initiate FMLA claims. The process shall include a customer service center, call center, and/or help desk. Bilingual support is preferred. Issue FMLA claim packet to employee with copy to Fulton County Department of Human Resources Management.
 - 1.3 Determine employee eligibility for FMLA leave.
 - 1.4 Collect and process all necessary medical certification forms, verify documentation, and determine if the event falls under qualifying FMLA criteria.
 - 1.5 Communicate to the employee whether or not the event qualifies under FMLA.
 - 1.6 Provide notification to employer and employee of FMLA start and end dates.
 - 1.7 Provide timely and accurate responses to inquiries from employees and supervisors regarding FMLA claims and leave administration.
 - 1.8 Provide access to medical specialists with the capability to administer fitness for duty assessments and/or other independent medical evaluations and/or a release to return to work, as appropriate.
 - 1.9 Provide access to qualified legal experts specializing in FMLA matters.
 - 1.10 Provide guidance and counsel regarding incidents of FMLA abuse, including development of action plans to address FMLA abuse.
 - 1.11 Provide expertise in FMLA fraud detection.
 - 1.12 Respond to Department of Labor inquiries on behalf of Fulton County.

2. FMLA Claim Tracking, Documentation, and Reporting. The Consultant must be able to provide electronic tracking of all employee FMLA requests and absences. Tracking shall include, but not be limited to: absences, recertification, continuous, and intermittent leave.

- 2.1 Provide Fulton County Human Resources Management staff access to its data in order to track FMLA leave.
- 2.2 Provide complete documentation for each FMLA claim including documentation of communication with employees.
- 2.3 Track and reconcile FMLA Certification forms.
- 2.4 Provide detailed reports on employee FMLA usage on a bi-weekly basis and/or as needed, depending on unanticipated claims issues
- 2.5 Provide the capability to create reports that contain the FMLA data “on demand” that can be accessed by and exported to the Fulton County Human Resources Management staff.
- 2.6 Provide periodic reports to demonstrate program results, including the County’s return on investment
- 2.7 Provide secure data storage, data backup, and disaster recovery plan
- 2.8 Provide, at a minimum, quarterly reports and analytics and an annual executive review of employees’ FMLA utilization and the performance of Fulton County’s FMLA program
- 2.9 Provide annual reports containing the following:
 - Statistical analysis of services rendered
 - Statistical analysis of savings realized as a result of services rendered
 - Other information, analysis, and recommendations for the County’s FMLA program

3. Legal Compliance

- 3.1 Comply with federal FMLA provisions and other related employment laws including, but not limited to, the Americans with Disabilities Act (ADA)
- 3.2 Provide training to Fulton County Human Resources Management staff on FMLA law, policies and procedures. Use of this training shall be at the sole option of Fulton County.
- 3.3 Work with Fulton County to review and revise its current FMLA policies and procedures. Any proposed changes to Fulton County policies and procedures will be exercised at Fulton County’s sole discretion.
- 3.4 Investigate internal complaints filed by employees alleging violation of and/or interference with FMLA rights

4. Records Management

- 4.1 Ensure that all claim records and related data, including PHI, will be available to Fulton County upon request

- 4.2 Confirm that in the event of termination of services, all data and records necessary to administer FMLA will be transferred back to Fulton County
- 4.3 Provide required data to the Department of Labor upon request
- 4.4 Provide annual reporting of any security concerns or incidental breaches involving protected health information (PHI).
5. Communication
 - 5.1 Assign an implementation leader to manage the implementation process and to coordinate communications with Fulton County Human Resources Management staff
 - 5.2 Provide Fulton County appropriate employee communication materials to ensure a successful communications campaign
 - 5.3 Provide Fulton County with communication tools and other promotional materials including posters, business cards and brochures customized for Fulton County employees
6. Training
 - 6.1 Provide training to appropriate County personnel on the Vendor's processes, practices and capabilities
 - 6.2 Provide semi-annual on-site training to Fulton County staff
7. Account Management
 - 7.1 Assign a designated Account Manager with responsibility and authority to take all necessary steps to ensure that Fulton County expectations are met and to solve all professional performance, invoicing and other conflicts that may arise.
 - 7.2 Meet with County staff at least bi-annually to review and resolve open items and to review all invoices prior to County approval of such invoices for payment.
 - 7.3 Provide a process for billing administration that is flexible, simple and cost effective.
 - 7.4 Meet with Fulton County Human Resources staff annually at no cost to Fulton County. The dedicated Account Manager shall be in attendance.
 - 7.5 Assignment of dedicated team to Fulton County account.
8. Transition
 - 8.1 Upon termination of the contract, the Vendor shall work with specified Fulton County Contractors or Fulton County Human Resources Management staff in order to properly transfer open claims via electronic transmission or as otherwise directed by Fulton County.
9. Insurance Coverage
 - 9.1 Maintain the following insurance coverage:

- Professional liability insurance with limits of not less than \$1,000,000.00 for each occurrence and subject to a deductible for each occurrence of not more than \$25,000.00 per occurrence and in the aggregate, and if not written on an occurrence basis, shall be maintained for not less than two (2) years after satisfactory completion and written acceptance of the services under the contract.
- Such other insurance coverage(s) as the County may reasonably request.

EXHIBIT D

PROJECT DELIVERABLES

PROJECT DELIVERABLES

The project deliverables are as follows:

1. The Consultant shall provide a timely and efficient means for Fulton County employees to report FMLA claims. This process shall include an online customer service center, call center, and/or help desk. Bilingual support is preferred.
2. The Consultant shall collect and process all necessary medical certification forms, verify documentation, and determine if the event falls within qualifying FMLA criteria. The Consultant shall then communicate to the employee whether or not the event qualifies under FMLA. The Consultant must provide complete documentation for each FMLA claim including documentation of communication with employees.
3. The Consultant shall be responsible for case management and communication with the employee, including return to work processes.
4. The Consultant shall provide Fulton County personnel staff access to its data in order to track FMLA leave. Tracking shall include, but not be limited to: absences, recertification, continuous and intermittent leave.
5. The Consultant shall provide the capability to create reports that contain FMLA data "on demand" that can be accessed by and exported to the Fulton County Personnel Department staff.
6. Fulton County expects the selected Vendor to provide FMLA claim administration support to employees pursuant to the following timelines:
 - Send initial notice of FMLA Eligibility status to employee within two days of claim notice/filing;
 - Send formal FMLA approval/denial letter, if applicable within five business days from receipt of complete physician certification;
 - Follow up with appropriate FMLA letters to employee during duration of leave.
 - Communicate to Personnel Department staff the status of all FMLA leaves;
 - Notify claimant and the Personnel Department when FMLA leave is exhausted.
 - Coordinate return to work dates with employee and the Personnel Department five business days prior to scheduled return and on the date of return;
 - Manage data/database in accordance with FMLA regulations;
 - Provide detailed FMLA claim reporting on a weekly basis, and/or greater depending on unanticipated claim issues.

Deliverables and services will be monitored and evaluated based on the following:

1. Customer service – Call center tracking, call center abandonment rate, call center average speed of answer, call resolution and customer satisfaction levels
2. Case processing – Accurate, timely and thorough case processing including tracking, collection of date, communication and coordination of cases
3. Reporting – accurate and timely reporting
4. Technology – reliable and sustainable technology
5. Account management team – responsiveness of dedicated team
6. Regulatory and Compliance Upkeep – Vendor operates within all laws and regulations, keeping Fulton County informed of changes and updates
7. Billing – timely and accurate billing

EXHIBIT E

COMPENSATION

COMPENSATION

The County agrees to compensate the Consultant as follows:

County agrees to compensate Consultant for all services performed under this Agreement in an amount not to exceed \$97,037.00 (Ninety-Seven Thousand, Thirty-Seven Dollars and Zero Cents). The detailed costs are provided on following page(s):

Cost Proposal

Sedgwick's cost proposal includes an outline of the cost associated with the administration of Fulton County's leave management administration for 3,804 employees.

Set-up and administration costs

One-time takeover fee: \$0

As Sedgwick is the current claims management administrator for Fulton County, full transition processes are not applicable. However, should Fulton County choose to renew your absence business with us, we would do a small re-implementation at no cost to you, which would allow us to review and improve existing processes, file feeds, etc.

Set-up fee includes:

- Program implementation and workflow set-up
- Eligibility file requirements review
- Account management services
- Historical and takeover claim transition
- Read-only web-based claim access
- Electronic employee ID cards/tri-folds and worksite posters
- Electronic program training materials
- Web-based training for all locations

Monthly PEPM fees

FMLA administration: \$1.60 PEPM

PEPM fee includes:

- 24/7 on-demand standard reporting
- Comprehensive claims administration
- Return to work coordination

Sedgwick's cost proposal contains the following considerations:

- Sedgwick reserves the right to re-evaluate the fees if there is a 10% or greater change in covered lives or claim incidence rate.
- All fees are life of contract. Claims open at contract termination will be transferred to the new administrator.

- Early termination: Should client terminate contract without cause within the first 12 months of the agreement, client shall pay Sedgwick fees equal to three months of the service fees. Should client terminate without cause during the second 12 months, client shall pay fees equal to two months of the services fees.
- Payment terms: Claim service fees are billed on a monthly basis. Invoices are payable within 30 days.

Exhibit 2 — Cost Proposal Form

Fees:

Implementation fee (CareWorks Absence Management will invoice this fee once implementation work begins)	\$0
Leave administration per employee per month- "PEPM" (CareWorks Absence Management will invoice the PEPM fee based on the number of employees included in Client's eligibility file)	\$1.60
Total Dollar Amount	\$73,037

Total annual amount in words: Seventy three thousand, thirty seven

(Total Dollar Amount in Words)

EXHIBIT F

PURCHASING FORMS



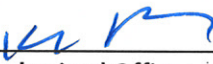
Form A: Georgia Security and Immigration Contractor Affidavit and Agreement

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services ¹under a contract with [insert name of prime contractor] Sedgwick Claims Management Services, Inc. on behalf of Fulton County Government has registered with and is participating in a federal work authorization program*, ²in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with Fulton County Government, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Fulton County Government at the time the subcontractor(s) is retained to perform such service.

236838

EEV/Basic Pilot Program* User Identification Number

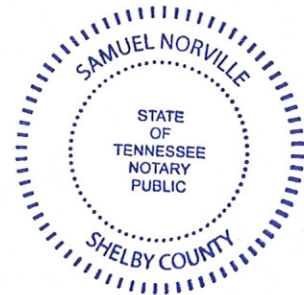

BY: Authorized Officer of Agent

Global Chief Legal Officer

Title of Authorized Officer or Agent of Contractor

Kimberly D. Brown

Printed Name of Authorized Officer or Agent



Sworn to and subscribed before me this 11th day of September, 2020.

Notary Public: Samuel Norville

County: Shelby County, Tennessee

Commission Expires: July 3, 2021

¹O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

²* [Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].



FORM B: Georgia Security and Immigration Subcontractor Affidavit

Sedgwick is not utilizing any subcontractors on the Fulton County program.

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with [insert name of prime contractor] Sedgwick Claims Management Services, Inc. behalf of Fulton County Government has registered with and is participating in a federal work authorization program*, Form in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

236838
EEV/Basic Pilot Program* User Identification Number

KB
BY: Authorized Officer of Agent

(Insert Subcontractor Name — Not applicable)

Global Chief Legal Officer
Title of Authorized Officer or Agent of Contractor

Kimberly D. Brown
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me,

This 11th day of September, 2020

Samuel Norville

(Notary Public) (Seal)

Commission Expires: July 3, 2021
(Date)





Form C: Offeror's Disclosure Form and Questionnaire

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid. Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

Sedgwick has an experienced, stable management team. Our officers include:

Mike Arbour , Chief Executive Officer (CEO) —1833 Centre Point Circle, Suite 139, Naperville, Illinois 60563

Robert Peterson, President— 8125 Sedgwick Way, Memphis, Tennessee 38125

Dave North, Executive Chairman — 8125 Sedgwick Way, Memphis, Tennessee 38125

Henry Lyons, Executive Vice President, Chief Financial Officer and Treasurer: 8125 Sedgwick Way, Memphis, Tennessee 38125

Kimberly Brown, Executive Vice President, Chief Legal Officer and Secretary: 8125 Sedgwick Way, Memphis, Tennessee 38125

Terri S. Browne , Executive Vice President — 8125 Sedgwick Way, Memphis, Tennessee 38125

Stephen R. Hurley, Senior Vice President and Assistant Secretary — 8125 Sedgwick Way, Memphis, Tennessee 38125

Michael V. Shook, Senior Vice President — 8755 West Higgins Road, 11th Floor, Chicago, Illinois, 60631

Joey House, Senior Vice President — 8125 Sedgwick Way, Memphis, Tennessee 38125

Allen Poole, Senior Vice President —8125 Sedgwick Way, Memphis, Tennessee 38125

Doug Foster, Senior Vice President —8125 Sedgwick Way, Memphis, Tennessee 38125

J. Edward Peel, Vice President — 8125 Sedgwick Way, Memphis, Tennessee 38125

Our directors include:

- David A. North, Jr.; Chairman
- Robert J. Peterson
- Michael Arbour
- Kimberly D. Brown
- Henry C. Lyons
- Terri S. Browne



2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

Sedgwick is privately owned and our majority shareholder is The Carlyle Group; Stone Point Capital LLC, La Caisse de dépôt et placement du Québec (CDPQ), Onex and other management investors are minority shareholders.

Sedgwick provides the security of a strong, financially stable partner. Within the past five years we have grown our business through a series of strategic acquisitions with the goal of better servicing our valued client base and complementing our existing portfolio of services. These acquisitions include:

- December 30, 2019, Nordic Loss Adjusting AB (Sweden) merged into Sedgwick Sweden AB (Sweden).
- December 12, 2019, Nordic Loss Adjusting AS (Norway) merged into Nordic Loss Adjusting AS (Norway).
- December 2, 2019, Sedgwick Claims Management Services, Inc. acquired G&E Enterprises, LLC.
- December 2, 2019, EFI Global, a Sedgwick subsidiary, acquired Destek Engineering, a premier engineering firm.
- November 1, 2019, Insight Group Companies amalgamated into Sedgwick Singapore Pte. Ltd.
- October 31, 2019, InTrust Do Brasil Servicos Ltda merged into Sedgwick Do Brasil Ltda.
- October 31, 2019, Sedgwick acquired Maphlindo International, a leading provider of loss adjusting, claims management and call center services.
- September 3, 2019, Sedgwick acquired York Risk Services Group, a premier provider of claims administration, managed care, specialized loss adjusting, pool administration and loss control solutions.
- April 16, 2018, Sedgwick Claims Management Services, Inc. acquired Cunningham Lindsey, a global loss adjusting, claims management and risk solutions firm.
- November 1, 2016, Vericclaim, Inc., a Sedgwick subsidiary, acquired the assets of Mid-Texas Claim Service, Inc.
- October 20, 2016, CDPQ Fund 780, L.P. purchased shares of Sedgwick, Inc. from KKR & Co., L.P.
- September 1, 2016, Sedgwick CMS Canada Inc. acquired the assets of RGM Claims Services, Inc.
- June 1, 2016, SFCR LLC, a Sedgwick subsidiary, acquired the assets of DKI Ventures.
- May 20, 2016, Vericclaim Ireland Limited, a Sedgwick subsidiary, signed a definitive agreement to acquire the shares of OSG Outsource Services Group.
- May 1, 2016, Unified Investigations and Sciences, Inc., a Sedgwick subsidiary, acquired the assets of OConnor Engineering, Inc.
- April 22, 2016, Vericclaim, Inc., a subsidiary of Sedgwick, acquired the assets of Farrell & Associates Insurance Claims Services, Inc.



- February 22, 2016, Vericclaim, Inc., a Sedgwick subsidiary, acquired the assets of BPO Technical Services, LLC.
- February 1, 2016, Sedgwick acquired the stock of Bradley Consulting and Management, Inc.

We do not anticipate any major changes in ownership or mergers in the next 12 months.

We continue to explore the possibilities and opportunities presented within new and emerging markets such as the warranty market, federal and governmental business sectors, mass tort and product recalls as well as business process outsourcing opportunities. Other areas of ongoing innovation include:

- Building new claimant return to work options. We are continually looking for new ways to get valuable employees back to work at the level that meets their abilities and our clients' needs.
 - Expanding to new international markets. We recognize that we live and work in a global marketplace and our clients often need help managing claims for a workforce outside of the U.S.
 - Creating new integrated services. We always look for more ways to expand complementary offerings to increase client efficiencies and results.
 - Expanding business where clients want and need it, including consumer warranty, first party fleet and healthcare risk management.
- 3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or had within the last five (5) years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.**

Sedgwick has managed Fulton County's FMLA cases since 2018. Kathleen Burke is the account executive.

Sedgwick is committed to maintaining the highest legal and ethical standards possible. As stated in our code of conduct, colleagues are expected to avoid conflicts and the appearance of conflicts between company interests or those of its clients and their personal interests. Conflicts of interest are competing obligations or interests which may interfere with colleagues' abilities to be fair and objective regarding company business. Colleagues should not personally profit, either directly or indirectly, from company-related business transactions. Colleagues are asked to report any ethical concerns, including conflicts of interest, to their managers or colleague resources. Colleagues may also report concerns directly to the colleague alert line. An alleged conflict of interest will be thoroughly investigated and appropriate action will be taken based upon the findings.

**Litigation disclosure:**

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:
 - (a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;
Circle One: YES NO
 - (b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and
Circle One: YES NO
 - (c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said or Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.
Circle One: YES NO
2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?
Circle One: YES NO
3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?
Circle One: YES NO
4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?
Circle One: YES NO
5. Has any Offeror, member of Offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?
Circle One: YES NO



If you have answered “YES” to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most recent filings with the Securities and Exchange Commission (“SEC”) may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Offerors, joint venture partners and first-tier subcontractors.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]



Under penalty of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this 11 day of September, 2020

Sedgwick Claims Management Services, Inc. September 11, 2020
(Legal Name of Proponent) (Date)

September 11, 2020
(Signature of Authorized Representative) (Date)

Kimberly D. Brown, Global Chief Legal Officer [Signature]
(Title)

Sworn to and subscribed before me,

This 11th day of September, 2020

Samuel Norville

(Notary Public) (Seal)

Commission Expires July 3, 2021
(Date)





Form D: Georgia Professional License Certification

NOTE: Please complete this form for the work your firm will perform on this project.

Contractor's Name: Sedgwick Claims Management Services, Inc.

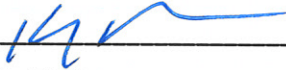
Performing work as: Prime Contractor Subcontractor/Sub-Consultant

Professional License Type: Third Party Administrator

Professional License Number: 94010

Expiration Date of License: 6/30/2021

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: _____


Date: September 11, 2020

(ATTACH COPY OF LICENSE)



**STATE OF GEORGIA
OFFICE OF INSURANCE AND SAFETY FIRE COMMISSIONER
CERTIFICATE OF AUTHORITY**

WHEREAS, **SEDGWICK CLAIMS MANAGEMENT SERVICES, INC.**, ORGANIZED UNDER THE LAWS AND REGULATIONS OF THE STATE OF TENNESSEE, HAVING COMPLIED WITH THE REQUIREMENTS OF THE LAWS AND REGULATIONS OF THIS STATE AS ARE APPLICABLE TO SUCH ORGANIZATION, IT IS HEREBY LICENSED TO TRANSACT THE BUSINESS OF INSURANCE IN THE STATE OF GEORGIA ACCORDING TO THE LAWS THEREOF

NOTHING CONTAINED IN THIS LICENSE AUTHORIZES THE LICENSEE TO ENGAGE IN OR WRITE ANY CLASSES OR KINDS OF INSURANCE IN THIS STATE FOR WHICH THE LICENSEE IS NOT AUTHORIZED IN ITS STATE OF DOMICILE.

PURSUANT TO O.C.G.A. SECTION 33-3-16(a), THIS CERTIFICATE OF AUTHORITY EXPIRES AT 11:59 P.M. ON JUNE 30, **2021**, UNLESS SUSPENDED OR REVOKED IN THE MANNER PROVIDED BY LAW.

GIVEN UNDER MY HAND AND SEAL OF OFFICE
THIS DAY, JUNE 19, 2020

JOHN F. KING
COMMISSIONER OF INSURANCE



A handwritten signature in black ink, appearing to read "John F. King".

LICENSE NUMBER: 94010



Form E: Local Preference Affidavit of Bidder/Offeror

I hereby certify that pursuant to Fulton County Code Section 102-377, the Bidder/Offeror Sedgwick Claims Management Services, Inc. is eligible to receive local preference points and has a staffed, fixed, physical, place of business located within Fulton County and has had the same for at least one (1) year prior to the date of submission of its proposal or bid and has held a valid business license from Fulton County or a city within Fulton County boundaries for the business at a fixed, physical, place of business, for at least one (1) year prior to the date of submission of its proposal or bid.

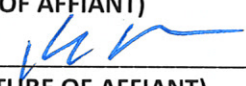
Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-377, in the event this affidavit is determined to be false, the business named herein shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

Sedgwick Claims Management Services, Inc.
(BUSINESS NAME)

1117 Perimeter Center West Suite E-500, Atlanta, GA 30338-5446
(FULTON COUNTY BUSINESS ADDRESS)

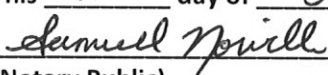
Global Chief Legal Officer
(OFFICIAL TITLE OF AFFIANT)

Kimberly D. Brown
(NAME OF AFFIANT)


(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me,

This 11th day of September, 2020


(Notary Public) (Seal)



Commission Expires: July 3, 2021
(Date)

Please note, despite our strong presence in this location, we intend to have the program managed by our from our Dublin, Ohio office workforce absence management team.



FORM F: Service Disabled Veteran Preference Affidavit of Bidder/Offeror

Sedgwick is not eligible to receive Service Disabled Veteran Business Enterprise preference points; we are not a service disabled veteran business enterprise.

I hereby certify that pursuant to Fulton County Code Section 102-378, the Bidder/Offeror

_____ is eligible to receive Service Disabled Veteran Business Enterprise preference points and is independent and continuing operation for profit, performing a commercially useful function, and is 51 percent owned and controlled by one or more individuals who are disabled as a result of military service who has been honorably discharged, designated as such by the United States Department of Veterans Affairs.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-378, in the event this affidavit is determined to be false, the business named herein shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

Sedgwick Claims Management Services, Inc.
(BUSINESS NAME)

1117 Perimeter Center West Suite E-500, Atlanta, GA 30338-5446
(FULTON COUNTY BUSINESS ADDRESS)

Global Chief Legal Officer
(OFFICIAL TITLE OF AFFIANT)

Kimberly D. Brown
(NAME OF AFFIANT)

Kimberly D. Brown
(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me,

This 11th day of September, 2020

Samuel Norville
(Notary Public) (Seal)

Commission Expires: July 3, 2021 (Date)



EXHIBIT G

OFFICE OF CONTRACT COMPLIANCE FORMS



Exhibit A – Promise of Non-Discrimination

“Know all persons by these presents, that I/We (Kimberly D. Brown),
Name

Global Chief Legal Officer
Title

Sedgwick Claims Management Services, Inc.
Firm Name

Hereinafter “Company”, in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Purchasing & Contract Compliance pursuant to Section 102.436 of the Fulton County Non-Discrimination in Purchasing and Contracting Policy.

NAME: Kimberly D. Brown

TITLE: Global Chief Legal Officer

SIGNATURE: 

ADDRESS: 8125 Sedgwick Way, Memphis, Tennessee 38125

PHONE NUMBER: 901.415.7400

EMAIL: Kimberly.D.Brown@sedgwick.com

Exhibit B – Employment Report

The demographic employment make-up for the bidder and all subcontractors performing work on this project must be submitted prior to the execution of the contract.

JOB CATEGORIES	TOTAL EMPLOYED		TOTAL MINORITIES		WHITE (Not Hispanic Origin)		BLACK or AFRICAN AMERICAN (Not of Hispanic Origin)		HISPANIC or LATINO		AMERICAN INDIAN or ALASKAN NATIVE (AIAN)		ASIAN		NATIVE HAWAIIAN or OTHER PACIFIC ISLANDER (NHOPI)		TWO or MORE RACES	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
EXECUTIVE/SENIOR LEVEL OFFICIALS and MANAGERS	152	60	6	7	146	53	2	3	2	2	0	0	1	1	0	0	1	1
FIRST/MID LEVEL OFFICIALS and MANAGERS	1039	1590	153	369	886	1221	67	200	50	99	2	5	28	45	0	5	6	15
PROFESSIONALS	1266	1280	219	342	1047	938	74	177	69	93	3	2	54	70	1	0	18	0
TECHNICIANS	18	9	1	0	17	9	0	0	0	0	0	0	0	0	0	0	1	0
SALES WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ADMINISTRATIVE SUPPORT WORKERS	2377	8193	770	3284	1607	4909	407	1990	220	772	8	40	92	249	8	35	37	198



Fulton County

Prepared by Sedgwick | September 2020

Request for Proposal #20RFP0810B-EC

**Family and Medical Leave (FMLA) Act Administration Services
For Department of Human Resources Management**

Contract Compliance Forms

A large, abstract graphic in the background of the page, featuring overlapping, curved lines in shades of blue, orange, and grey, creating a sense of depth and movement.

JOB CATEGORIES	TOTAL EMPLOYED		TOTAL MINORITIES		WHITE (Not Hispanic Origin)		BLACK or AFRICAN AMERICAN (Not of Hispanic Origin)		HISPANIC or LATINO		AMERICAN INDIAN or ALASKAN NATIVE (AIAN)		ASIAN		NATIVE HAWAIIIN or OTHER PACIFIC ISLANDER (NHOPI)		TWO or MORE RACES	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
CRAFT WORKERS	2	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0
OPERATIVES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LABORERS & HELPERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SERVICE WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	4854	11132	1149	4002	3705	7130	550	2370	341	966	13	47	175	365	9	40	63	214

FIRM'S NAME: Sedgwick Claims Management Services

CONTACT NAME: Kathleen Burke

EMAIL: kathleen.burke2@SEDGWICK.COM

PHONE NUMBER: 614.789.6014

SUBMITTED BY: Kathleen Burke

TITLE: Account Executive



Exhibit D — Letter of Intent to Perform as a Subcontractor or Provide Materials or Services

Not applicable. Sedgwick does not plan on utilizing subcontractors to fulfill this contract.

This form must be completed by ALL known subcontractors and submitted only by subs of awarded Prime prior to contract execution.

To: _____
(Name of Prime Contractor's Firm)

From: _____
(Name of Subcontractor's Firm)

ITB/RFP Number: #20RFP0810B-EC _____

Project Name: Family and Medical Leave (Fmla) Act Administration Services

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided):

Description of Work	Project Commence Date	Project Completion Date	Estimated Dollar Amount

Sedgwick Claims Management Services, Inc. _____

(Prime Bidder)

Signature

Global Chief Legal Officer _____

Title

Kimberly.D.Brown@sedgwick.com _____

Email Address

September 11, 2020 _____

Date

(Subcontractor)

Signature

Title

Email Address

Date



Exhibit E – Prime Contractor/Sub-contractor Utilization Report

Sedgwick does not plan on utilizing subcontractors to fulfill this contract.

This report must be submitted by the tenth day of each month, along with a copy of your monthly invoice (schedule of values/payment application) to Contract Compliance. Failure to comply shall result in the County commencing proceedings to impose sanctions to the prime contractor, in addition to pursuing any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial of participation in any future contracts awarded by Fulton County.

REPORTING PERIOD		PROJECT NAME:	Family and Medical Leave Act (FMLA) Administration
FROM:	TBD	PROJECT NUMBER:	#20RFP0810B-EC
TO:	TBD	PROJECT LOCATION:	Fulton County

PRIME CONTRACTOR		Contract Award Date	Contract Award Amount	Change Order Amount	Contract Period	% Complete to Date
Name:	Sedgwick Claims Management Services, Inc.					
Address:	8125 Sedgwick Way Memphis, TN 38125					
Phone #:	614.789.6014					
Email:	Kathleen.Burke2@sedgwick.com					

AMOUNT OF PAY APPLICATION THIS PERIOD: \$ _____

TOTAL PAYMENT(S) RECEIVED FROM COUNTY THIS PERIOD): \$ _____

TOTAL AMOUNT PAID YEAR TO DATE: \$ _____

Sedgwick does not plan on utilizing subcontractors to fulfill this contract.

SUBCONTRACTOR UTILIZATION (add additional rows as necessary)



Name of Sub-Contractor	Description of Work	Contract Amount	Amount Paid To Date	Amount of Pay Application This Period	Contract Period Starting Date	Ending Date
TOTALS						

Executed By: *Kimberly D. Brown*
(Signature)

Kimberly D. Brown
(Printed Name)

Notary: : *Samuel Nowill*

Date: September 11, 2020

My Commission Expires: *July 3, 2021*

Please note: Sedgwick will fully complete and sign the above form when the contract has been signed and above data is available.





Exhibit C — Schedule of Intended Subcontractor Utilization

Not applicable. Sedgwick does not plan on utilizing subcontractors to fulfill this contract.

If the bidder/proposer intends to subcontract any portion of this scope of work/service(s), this form must be completed and submitted with the bid/proposal. All prime bidders/proposers must submit Letter(s) of Intent (Exhibit D) for all subcontractors who will be utilized under the scope of work/services prior to contract execution.

Prime Bidder/Proposer Company Name Sedgwick Claims Management Services, Inc.

ITB/RFP Name & Number: #20RFP0810B-EC; Family and Medical Leave (Fmla) Act Administration Services

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is NOT , is a minority African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **If yes, please attach copy of recent certification. (Check the appropriate box/es)

Indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly:

\$ _____ or 100%

2. This information below must be completed and submitted with the bid/proposal if a joint venture (JV) approach is to be undertaken. Please provide JV breakdown information below and attach a copy of the executed Joint Venture Agreement.

Sedgwick does not plan on utilizing subcontractors to fulfill this contract.

JV Partner(s) information:

Business Name		Business Name		Business Name	
(a.)		(b.)		(c.)	
% of JV		% of JV		% of JV	
Ethnicity		Ethnicity		Ethnicity	
Gender		Gender		Gender	
Phone#		Phone#		Phone#	

3. Sub-Contractors (including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

SUBCONTRACTOR NAME: _____



ADDRESS: _____

EMAIL ADDRESS: _____ PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY

CERTIFIED** _____

WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: _____ \$ PERCENTAGE

VALUE: _____ %

*Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBF); **If yes, please attach copy of recent certification.

Total Dollar Value of Subcontractor Agreements: (\$)
--

Total Percentage of Subcontractor Value: (%)
--

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding subcontractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein without prior approval of the County, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

Signature: _____ Title: Global Chief Legal Officer

Business or Corporate Name: Sedgwick Claims Management Services, Inc.

Address: 8125 Sedgwick Way, Memphis, Tennessee 38125

Telephone: (901) 415.7770

Fax Number: (901)415.7406

Email Address: Kimberly.D.Brown@sedgwick.com

EXHIBIT H

INSURANCE AND RISK MANAGEMENT FORMS

#20RFP0810B-EC, Family and Medical Leave (FMLA) Act Administration Services

Insurance and Risk Management Provisions FMLA Plan Administration Services

The following is the minimum insurance and limits that the Contractor/Vendor must maintain. If the Contractor/Vendor maintains broader coverages and/or higher limits that the minimum shown below, Fulton County Government requires and shall be entitled to coverage for the higher limits maintained by the Contractor/Vendor.

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Project Description must appear on the Certificate of Insurance).
- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government. Evidence of said insurance coverages shall be provided on or before the initiation date of the Contract.

Accordingly the Respondent shall provide a certificate evidencing the following:

**1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY
(In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)**

Employer's Liability Insurance	BY ACCIDENT - EACH ACCIDENT	\$500,000.
Employer's Liability Insurance	BY DISEASE - POLICY LIMIT	\$500,000.
Employer's Liability Insurance	BY DISEASE - EACH EMPLOYEE	\$500,000.

2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)

Bodily Injury and Property Damage Liability (Other than Products/Completed Operations)	Each Occurrence	-	\$1,000,000
	General Aggregate	-	\$2,000,000
Products\Completed Operations	Aggregate Limit	-	\$2,000,000
Personal and Advertising Injury	Limits	-	\$1,000,000
Damage to Rented Premises	Limits	-	\$100,000

3. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Bodily Injury & Property Damage	Each Occurrence	-	\$1,000,000
(Including operation of non-owned, owned, and hired automobiles).			

#20RFP0810B-EC, Family and Medical Leave (FMLA) Act Administration Services

4. **UMBRELLA LIABILITY**
(In excess of Auto GL and Employers Liability) Each Occurrence - \$2,000,000
5. **PROFESSIONAL (E & O) LIABILITY** Per Claim/Aggregate - \$2,000,000/\$3,000,000
Contractor shall ensure that coverage under this policy shall continue for a period of thirty-six (36) months after completion of services.
6. **CYBER LIABILITY** Each Occurrence - \$2,000,000
Policy shall include coverage for losses arising from the breach of information, security, privacy and intentional/unintentional release of private information.

Certificates:

Contractor shall provide written notice to Fulton County Government immediately if it becomes aware of or receives notice from any insurance company that coverage afforded under such policy or policies shall expire, be cancelled or altered. Certificates of Insurance are to list Fulton County Government, its Officials, Officers and Employees as an Additional Insured (except for Workers' Compensation and Professional Liability), using ISO Additional Insured Endorsement form CG 20 10 (11/85) version, its' equivalent or on a blanket basis.

The Contractor/Vendor insurance shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided in favor of Fulton County Government.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation), with no Cross Suits exclusion.

If Fulton County Government shall so request, the Respondent, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices shall be sent to:

Fulton County Government
Attn: Purchasing Department
130 Peachtree Street, S.W.
Suite 1168
Atlanta, Georgia 30303-3459

Important:

The obligations for the Contractor/Vendor to procure and maintain insurance shall not be constructed to waive or restrict other obligations. It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the Contractor/Vendor from any liability incurred as a result of their activities/operations in conjunction with the Contract and/or Scope of Work.

#20RFP0810B-EC, Family and Medical Leave (FMLA) Act Administration Services

USE OF PREMISES

Contractor/Vendor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Fulton County Government and shall not unreasonably encumber the premises with its materials (Where applicable).

PROTECTION OF PROPERTY

Contractor/Vendor will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor/Vendor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor/Vendor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed (Where applicable).

THE RESPONDENT ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREES TO COMPLY WITH THE ABOVE STATEMENTS, AND IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING COMPANY.

COMPANY: EFI Global, Inc.

SIGNATURE: _____

DocuSigned by:
Michael Shook
03F72968FE8B447...

NAME: Michael Shook

TITLE: Senior Vice President

DATE: 06/03/2022

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%;">CARRIER See Page 1</td> <td style="width: 50%;">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

17RFP215152B-TR - Family and Medical Leave Act (FMLA) Administrative Services

Fulton County Government is included as Additional Insured with respect to Professional Liability policy.

INSURER AFFORDING COVERAGE: National Union Fire Insurance Company of Pittsburgh

NAIC#: 19445

POLICY NUMBER: 02-139-63-87 **EFF DATE:** 10/14/2021 **EXP DATE:** 09/30/2022

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Cyber Security & Privacy Liab	Policy Limit	\$5,000,000

INSURER AFFORDING COVERAGE: Chubb European Group SE

NAIC#: D8221

POLICY NUMBER: B080142735P21 **EFF DATE:** 10/14/2021 **EXP DATE:** 09/30/2022

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Cyber Security & Privacy Liability	Policy Limit	\$5,000,000 xs \$5,000,000

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

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Fulton County

Legislation Details

File #: 21-0664 **Version:** 1 **Name:**
Type: CM Action Item - Open & Responsible Government **Status:** Passed
File created: 8/23/2021 **In control:** Board of Commissioners
On agenda: 9/1/2021 **Final action:** 9/1/2021

Title: Request approval of a recommended proposal - Department of Human Resources Management, 20RFP0810B-EC, Family and Medical Leave (FMLA) Act Administration Services, in the amount of \$24,000.00 with Sedgwick Claims Management, Inc. (Dublin, OH) to provide comprehensive FMLA administration for the Fulton County workforce effective upon BOC approval through December 31, 2021, with two renewal options. (APPROVED)

Sponsors:

Indexes:

Code sections:

Attachments: 1. EVALUATION COMMITTEE RECOMMENDATION LETTER - Sedgwick, 2. CPR

Date	Ver.	Action By	Action	Result
9/1/2021	1	Board of Commissioners		