



BASIC Benefits, LLC FMLA EASE PLUS ADMINISTRATION AGREEMENT

BASIC Benefits, LLC ("BASIC Benefits") assists employers in complying with the Family Medical Leave Act, as amended ("FMLA"). City of North Las Vegas ("Employer") employs fifty (50) or more employees for each working day during each of 20 or more calendar workweeks in the current or preceding calendar year and, therefore, is subject to FMLA. For the purpose of this agreement, the term "employee" means the employee of the Employer. BASIC Benefits will also assist the Employer in management of employee absences.

In consideration of the mutual promises set forth in this Basic Benefits FMLA Ease Plus Administration Agreement ("Agreement"), effective _____, BASIC Benefits and the Employer agree to the provisions set forth below.

SECTION I: DUTIES OF BASIC BENEFITS

BASIC agrees to assist the Employer in carrying out the duties and responsibilities regarding the absence management. Specifically, BASIC agrees:

1. To provide a Web reporting system and an optional Interactive Voice Response (IVR) to the designated staff of the Employer for employees to report their unscheduled absences and to notify the Employer of those absences; and
2. To provide a web-based Dashboard to review call-in information to the designated staff of the Employer ; and
3. To provide reports of absences via the web-based dashboard to the designated staff of the Employer.

BASIC Benefits agrees to assist the Employer in carrying out the duties and responsibilities regarding the FMLA. Specifically, BASIC Benefits agrees:

1. To facilitate implementation of the FMLA program including;
 - a) To organize initial kickoff meeting with designated staff of the Employer to establish FMLA processes including timeline, FMLA sample letters, and data import templates (demographic, historical and supervisor security);
 - b) To confirm with the Employer about unique employee ID numbers, supervisor security setup, IVR option and languages and mailing of short-term disability paperwork;
 - c) To establish and hold weekly or bi-weekly meetings with designated staff of the Employer to discuss timeline and outstanding items;
 - d) To provide web reporting for FMLA intake for the designated staff of the Employer. Standard script is English only. Customized script, such as wording changes or adding new fields, is an additional fee. Please see the pricing section for rate;
 - e) To review FMLA Policy and recommend changes if necessary with the designated staff of the Employer. To provide FMLA policy if policy does not exist;
 - f) To provide ongoing data load based on BASIC Benefits standard template;
 - g) To provide a one-time supervisor load into FMLA dashboard based on BASIC Benefits standard template;
 - h) To assist in the historical FMLA data loaded into BASIC Benefits system. Maximum of 12 months of employee FMLA history - based on the Employer's plan year;
 - i) To provide electronic copies of training materials: employee brochure, FMLA FAQ, FMLA procedures and supervisor user guide for FMLA dashboard; to the designated staff of the Employer
 - j) To provide black and white ID card for all employees of the Employer provided in data file
 - k) To conduct Supervisor Training on dashboard and FMLA for the designated staff of the Employer. Two (one-hour) on-line training sessions available. Sessions are recorded and provided to the Employer within one week after recording. Onsite training is available. Employer is required to pay for any travel or living expenses incurred by the staff of BASIC Benefits to perform training.

Ongoing Administration:

1. To provide timely notices to employees, via US Mail, upon a potential qualifying event, of FMLA rights, obligations and consequences relating to such employee's annual FMLA entitlement, certification requirements, the employee's status as a "key employee," and restoration to the same or an equivalent job upon return from FMLA leave within five business days after receiving notification of the potential qualifying event;
2. To provide medical certification forms, via US Mail, to employees that are to be completed by a licensed health care provider within five business days after receiving notification of the potential qualifying event;
3. To provide timely notices, via US Mail, to employees of the result of any decision regarding FMLA qualification based on medical certification from health care provider within five business days after receiving the certification form;
4. To assist the Employer with FMLA record keeping and notification regulations by recording dates and increments of time when FMLA leave is taken by FMLA eligible employees, storing copies of employee notices of leave and records and documents relating to certifications, recertification or medical histories of employees or employees' family member, created for purposes of FMLA. All records will be held for no less than three years;
5. To provide consistent, non-biased FMLA administration;
6. To track each employee's 12-month qualifying period and produce standard reports based on Employer's data;
7. To track state-related leave plans if the Employer is doing business in states that require qualified plans;
8. To provide a web reporting system and optional IVR system for employees to report their absences which could qualify them for FMLA and to notify the Employer of those absences;
9. If requested by Employer, to attend any audit held by the Department of Labor or a hearing by any governmental agency or bureau, regarding the Employer's compliance with FMLA, and provide at the audit or hearing records and documentation demonstrating compliance with FMLA. Employer is required to pay for any travel or living expenses incurred by the staff of BASIC Benefits;
10. To provide the Employer with reports confirming that proper notice has been given to those employees who qualified for FMLA leave and to provide current and updated information to the Employer regarding compliance with FMLA, including any changes or modifications to FMLA and the steps required to comply with the changes;
11. To provide web-based dashboard to the designated staff of the Employer for review and intake review; and
12. To provide the Employer with black and white ID cards for any new hire within two weeks of the new hire appearing on the data file provided by the Employer.

SECTION II: DUTIES OF THE EMPLOYER

In relation to absence management services, the Employer agrees:

1. To provide to BASIC'S home office, data files in BASIC's format that includes the following information, as well as any change that may occur, as it relates to employees:
 - a. Name, address, home telephone number and office telephone number of each employee ;
 - b. Gender, and marital status of each employee;
 - c. Employee's date of hire and date of termination of employment;
 - d. Employee's department, work status and work state;
 - e. Employee's supervisor's name, office telephone and email address.
2. To maintain web-based Dashboard administrative section, this includes adding, deleting, and changing supervisor access as changes occur internally

In relation to FMLA administration services, the Employer agrees:

1. To provide to BASIC Benefits' home office, data files in BASIC Benefits' format that includes the following information, as well as any change that may occur, as it relates to employees:

- a. Name, address, home telephone number and office telephone number of each employee;
 - b. Gender, and marital status of each employee;
 - c. Whether the employee is married to another employee and the identity of immediate family members of employee;
 - d. Number of hours employee is regularly scheduled to work;
 - e. Whether the employee is considered a "key employee" as that term is defined by FMLA;
 - f. Employee's supervisor's name, office telephone and telefax numbers;
 - g. Employee's date of hire and date of termination of employment;
 - h. Employee's hours worked in prior 12-month period; and
 - i. Employee's assigned department.
2. To provide to BASIC Benefits' home office copies of the following information, and any change that may occur, as it relates to the Employer's workforce and policies:
 - a. Sick and Personal time, Vacation, Paid Time Off, Health Insurance, and Attendance, Workers Compensation, Medical Leave and Family Medical Leave Act policies;
 - b. Number of employees within a 75-mile radius and number of Full-Time Equivalents (FTE's);
 3. To provide BASIC Benefits with up-to-date, pertinent information relating to the balance of time under FMLA that each employee is eligible to take during the 12-month qualifying period as of the effective date of this Agreement. The parties agree that BASIC Benefits may rely on and act in accordance with any information or other instruction believed by BASIC Benefits in good faith to be genuine and properly given;
 4. To send out required COBRA forms upon the expiration of the approved FMLA leave if the employee fails to return to work;
 5. To post the required notice of FMLA rights in conspicuous places, as required by the FMLA;
 6. To inform employees whether and how premiums payments are to be made in order to maintain insurance benefits, the consequences if they fail to do so, and the employee's potential liability to repay any premiums by the Employer during the employee's unpaid FMLA leave if the employee fails to return to work after taking FMLA leave, as provided by the FMLA;
 7. To inform employees whether, and to what extent, paid time off must be exhausted as part of the FMLA leave;
 8. To inform employees of any requirement for the employee to present a fitness-for-duty certificate to be restored to employment;
 9. To include an FMLA policy in the employee handbook, if the Employer has an employee handbook;
 10. To facilitate the return to work process and inform BASIC Benefits of any changes in the previously approved FMLA leave period;
 11. To maintain the FMLA dashboard administrative section, this includes adding, deleting, and changing supervisor access as changes occur internally; and
 12. To review daily, weekly, and/or monthly reports to ensure accuracy of information.

SECTION III: RELATIONSHIP OF PARTIES; TERMINATION

The parties intend that an independent contractor-employer relationship will be created by this Agreement. BASIC Benefits shall have exclusive control and direction over its work. BASIC Benefits is not an agent or employee of the Employer for any purpose, and the Employer's employees are not employees of BASIC Benefits. It is understood that BASIC Benefits may, in its sole discretion, enter into an agreement for similar services to be performed for other employers not related to the Employer while this Agreement is in effect with Employer. Further, nothing set forth in this Agreement shall be construed as creating a partnership, joint venture or agency relationship between Employer and BASIC Benefits.

This Agreement commences on _____ ("Effective Date") and has an initial term of three (3) years from the Effective Date (the "Initial Term") unless indicated otherwise in the Lines of Service Appendices attached hereto. Thereafter, the Agreement may automatically renew for additional one-year periods (each, a "Renewal Term"), unless either Party notifies the other Party in writing of its intent to not renew the Agreement no later than thirty (30) days prior to the end of the Initial Term or Renewal Term. The Initial Term and the Renewal Terms, if any, are collectively referred to herein as the "Term." This Agreement may be terminated, in whole or in part, with or without cause, by BASIC Benefits or the Employer by providing the other party sixty (60) days written notice of the termination.

SECTION IV: BILLING FOR SERVICES RENDERED; CONFIDENTIALITY

The Employer agrees to pay BASIC Benefits for services rendered within ten days of receipt of written

invoice to Employer. The fees and payment terms are specified in the Fee Schedule that is attached to and incorporated in this Agreement. Both parties agree that this Fee Schedule can be modified, and that BASIC Benefits will provide no fewer than ninety (90) calendar days' notice ("90-day Notice") of the impending change. The Employer shall have up to thirty (30) days after receipt of the notice to object and give notice of termination of this Agreement. If the Employer does not timely object, the fee modification will become effective upon the expiration of the 90-day Notice. Any unpaid fee shall be immediately due upon termination of this Agreement.

Each party agrees to maintain, on a confidential basis, all information that the other has designated as confidential or proprietary ("Confidential Information") and will not disclose that Confidential Information to any third party (except to consult with their respective attorneys or accountants) unless otherwise required by law, including public records law. The parties agree to use the Confidential Information to facilitate the performance or enforcement of this Agreement and for no other purpose.

SECTION V: INDEMNIFICATION; COOPERATION

The Employer shall be solely responsible for FMLA compliance prior to the effective date of this Agreement and shall hold BASIC Benefits harmless for any action or failure to act in accordance with FMLA prior to such effective date. BASIC Benefits will indemnify, hold harmless, and defend the Employer from and against all liability, claims, actions, damages, losses, and expenses caused by the negligence, errors, omissions, recklessness, or intentional misconduct of BASIC Benefits in fulfillment or performance of the terms, conditions or covenants of this Agreement. BASIC Benefits shall not be responsible for any liability, claim, action, damage, loss, and expense caused by the Employer's negligence, errors, omissions, recklessness, or intentional misconduct in fulfillment or performance of the terms, conditions, or covenants of this Agreement.

If an employee files any type of claim, lawsuit or charge against the Employer and/or BASIC BENEFITS, alleging a violation(s) of law the Employer and BASIC Benefits will cooperate with the other's defense of such claim, lawsuit or charge. The Employer and BASIC Benefits will make available to each other upon request any and all documents that either party has in its possession that relate to any such claim, lawsuit or charge. This provision, however, shall not preclude the raising of cross claims or third party claims between the Employer and BASIC Benefits, if the circumstances justify such proceedings. The parties agree that this provision shall survive the termination of this Agreement.

SECTION VI: MISCELLANEOUS PROVISIONS

Each party represents and warrants to the other that execution of and the parties' performance of obligations under this Agreement have been duly authorized by their respective entities and that this is a valid and legal Agreement that is binding on each party and enforceable in accordance with its terms.

Each provision in this Agreement is separate. If any provisions of this Agreement are ever held by a court to be unreasonable, the Parties agree that this Agreement shall be enforced to the extent it is deemed to be reasonable and in such a manner as to make this Agreement, as modified, legal and enforceable under applicable laws, and the balance of this Agreement shall not be affected, the balance being construed as severable and independent.

Either party's failure to exercise or delay in exercising any power or right under this Agreement shall not operate as a waiver or shall any single or partial exercise of any such right or power preclude any other or further exercise thereof or the exercise of remedies otherwise available in equity or at law.

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

For purposes of this agreement, a signed copy delivered by facsimile or electronically shall be treated by the parties as an original of this agreement and shall be given the same force and effect.

An electronic signature captured within a software system will result in a legally binding contract under applicable state law.

This Agreement shall be governed by and interpreted in accordance with Nevada law. The parties consent to the exclusive jurisdiction of the Nevada state district courts for enforcement of this Agreement.

1.1 Notices. Any notice to be given hereunder to any Party hereto shall be in writing and delivered personally or by registered or certified national mail service or by any overnight courier service,

- postage or fees prepaid, addressed to the respective Party at the address set forth in this Agreement.
- 1.2 Amendment: Entire Agreement. The Addendum(s) to this Agreement are incorporated herein by reference as if set out herein in their entirety. This Agreement, including the Addendum(s) to this Agreement constitutes the entire agreement between the Parties hereto relating to the subject matter hereof, and supersedes all prior or contemporaneous negotiations, agreements, representations and understandings, whether oral or written, related to the subject matter. This Agreement may be amended only by mutual written agreement of the Parties and no amendment, modification, change, waiver or discharge hereof shall be valid unless in writing and signed by an authorized representative of the Party against which such amendment, modification, change, waiver, or discharge is sought to be enforced.
 - 1.3 Section Headings. The Section headings herein are for convenience only and are not intended to affect the meaning or interpretation of this Agreement.
 - 1.4 Counterparts. This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the Parties hereto.
 - 1.5 Consents and Approval. Except where expressly provided as being in the sole discretion of a Party, where agreement, approval, acceptance, consent, confirmation, notice or similar action by either Party is required under this Agreement, such action shall not be unreasonably delayed or withheld. An approval or consent given by a Party under this Agreement shall not relieve the other Party from responsibility for complying with the requirements of this Agreement, nor shall it be construed as a waiver of any rights under this Agreement, except as and to the extent otherwise expressly provided in such approval or consent.
 - 1.6 Further Assurances. Each Party covenants and agrees that, subsequent to the execution and delivery of this Agreement and without any additional consideration, each Party shall execute and deliver any further legal instruments and perform any acts that are or may become necessary to effectuate the purposes of this Agreement.
 - 1.7 Performance of Responsibilities. Except as otherwise provided in this Agreement, each Party covenants that it shall perform its responsibilities under this Agreement in a manner that does not infringe, or constitute an infringement or misappropriation of, any patent, copyright, trademark, trade secret or other proprietary rights of any third party; provided, however, that the performing Party shall not have any obligation or liability to the extent any infringement or misappropriation is caused by: (i) modifications made by the other Party or its contractors or subcontractors, without the knowledge or approval of the performing Party; (ii) the other Party's combination of the performing Party's work product or Materials with items not furnished, specified or reasonably anticipated by the performing Party or contemplated by this Agreement; (iii) a breach of this Agreement by the other Party; (iv) the failure of the other Party to use corrections or modifications provided by the performing Party offering equivalent features and functionality; or (v) Third Party Software, except to the extent that such infringement or misappropriation arises from the failure of the performing Party to obtain the necessary licenses or required consents or to abide by the limitations of the applicable Third Party Software licenses. Each Party further covenants that it will not use or create materials in connection with the Services which are libelous, defamatory or obscene.
 - 1.8 Covenant of Good Faith. Each Party agrees that, in its respective dealings with the other Party under or in connection with this Agreement, it shall act in good faith.
 - 1.9 Severability. In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any of the other provisions of this Agreement, and this Agreement shall be construed as if such provision(s) had never been contained herein, provided that such provision(s) shall be curtailed, limited, or eliminated only to the extent necessary to remove the invalidity, illegality, or unenforceability.
 - 1.10 Waiver; No Oral Modification. No waiver by the Service Provider of any breach by Client of any of the provisions of this Agreement shall be deemed a waiver of any preceding or succeeding breach of this Agreement. No such waiver shall be effective unless it is in writing signed by the Parties hereto, and then only to the extent expressly set forth in such writing. No modification of this Agreement shall be effective unless it is in writing and signed by the Parties hereto, and then only to the extent set forth in such writing.
 - 1.11 Assignment. This Agreement is binding on the Parties hereto and their respective successors and assigns. Neither Party may, or has the power to, assign this Agreement without the prior consent of the other. However, BASIC Benefits may assign its rights and obligations under this

Agreement without the approval of Client (a) to an entity which acquires all or substantially all of the assets of BASIC Benefits, or (b) to any subsidiary or Affiliate or successor in a merger, acquisition, restructuring or reorganization of BASIC Benefits.

BASIC BENEFITS

Signature:  _____

Print Name: Dulce Leyva _____

Title: Sales Support _____

Date: 11/30/2020 _____

Employer: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____



**FEE SCHEDULE
FMLA Ease Plus and Absence Management (combined)**

Per Employee per Month (PEPM) Fee \$ 1.85 *

**BASIC Benefits will begin billing the PEPM/Monthly minimum fee after 12 weeks of implementation.*

Setup Fee: \$1500. This fee will be waived upon successful implementation of Plan.

Optional Services below (additional fees apply if selected):

- Additional languages for IVR: Add \$800 for Spanish (other languages quoted)
- Customized IVR Scripts: \$150/hour
- Updating & Script Revisions for IVR after implementation of plan: \$150/hour
- BASIC Benefits has the right to apply additional fees for any service outside the scope of its contracted services.
- IT development for special processing, custom reports, and data formatting/cleansing- \$125/hour
- Second and Third Opinion on FMLA: \$100 per event and cost of doctor visit
- EDI (Electronic Data Interchange):
 - A. Monthly Fees (if applicable): Monthly fees will be assessed on a case by case basis for each line of service (likely between \$50 and \$250 per month) for EDI files with the following issues:
 - a. Files not provided in BASIC Benefits' format
 - b. Required data is missing/not provided
 - c. Data is inaccurate or conflicting data is provided
 - d. Files transmitted in a non-standard manner
 - e. Other reasons as determined by BASIC Benefits

THE EMPLOYER TO INITIAL WITH ACCEPTANCE OF FEES HERE _____



FEE SCHEDULE – (continued)

The Employer, Agent or BASIC can write in predetermined fee below:

\$ 0.00 Set up fee

\$ 1.85 Per Employee Per Month

Optional Services below (additional fees apply if selected):

- BASIC has the right to apply additional fees for any service outside the scope of its contracted services.
- IT development for special processing, custom reports, and data formatting/cleansing -
- \$125 per hour.
- Script customization or mid-year changes - \$125 per hour.
- English IVR option \$1000 added to setup fee and \$0.15 to \$0.20 pepm
 - Additional IVR Script in Spanish - \$800
 - Additional IVR Scripts in other languages – to be quoted by BASIC
- EDI (Electronic Data Interchange):
 - A. Monthly Fees (if applicable): Monthly fees will be assessed on a case by case basis for each line of service (likely between \$50 and \$250 per month) for EDI files with the following issues:
 - a. Files not provided in BASIC's format
 - b. Required data is missing/not provided
 - c. Data is inaccurate or conflicting data is provided
 - d. Files transmitted in a non-standard manner
 - e. Other reasons as determined by BASIC

THE EMPLOYER TO INTIAL WITH ACCEPTANCE OF FEES HERE _____