

A G R E E M E N T
WITH
RISING MEDICAL SOLUTIONS, LLC

THIS AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a home rule and municipal corporation of the State of Colorado (the “City”) and **RISING MEDICAL SOLUTIONS LLC**, a Delaware limited liability company whose address is 325 North LaSalle Street, Suite 600, Chicago, Illinois 60654 (the “Consultant”), jointly (“the Parties”).

The Parties agree as follows:

1. COORDINATION AND LIAISON: The Consultant shall fully coordinate all services under the Agreement with the Denver Director of Risk Management and Worker's Compensation Division, (“Executive Director”) or, the Executive Director’s Designee.

2. SERVICES TO BE PERFORMED:

a. As the Executive Director directs, the Consultant shall diligently undertake, perform, and complete all of the services and produce all the deliverables set forth on **Exhibit A, Scope of Work**, to the City’s satisfaction.

b. The Consultant is ready, willing, and able to provide the services required by this Agreement.

c. The Consultant shall faithfully perform the services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.

3. TERM: The Agreement will commence on **January 1, 2022** and will expire at 11:59 p.m. on **December 31, 2026** (the “Term”). The term of this Agreement may be extended by the City under the same terms and conditions by a written amendment to this Agreement. Subject to the Executive Director’s prior written authorization, the Consultant shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Executive Director.

4. COMPENSATION AND PAYMENT:

a. [INTENTIONALLY BLANK]

b. Reimbursable Expenses: There are no reimbursable expenses allowed under the Agreement. All of the Consultant's expenses are contained in the budget in **Exhibit B**.

c. Invoicing: Consultant shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City including all supporting documentation required by the City. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement.

d. Maximum Contract Amount:

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **TWO MILLION DOLLARS AND NO CENTS (\$2,000,000.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Consultant beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at Consultant's risk and without authorization under the Agreement.

(2) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

5. STATUS OF CONSULTANT: The Consultant is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Consultant nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

6. TERMINATION:

a. The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon thirty (30) days prior written notice to the

Consultant. However, nothing gives the Consultant the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Executive Director.

b. Notwithstanding the preceding paragraph, the City may terminate the Agreement if the Consultant or any of its officers or employees are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kick backs, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Consultant's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

c. Upon termination of the Agreement, with or without cause, the Consultant shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement.

d. If the Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools and facilities it owns that are in the Consultant's possession, custody, or control by whatever method the City deems expedient. The Consultant shall deliver all documents in any form that were prepared under the Agreement and all other items, materials and documents that have been paid for by the City to the City. These documents and materials are the property of the City. The Consultant shall mark all copies of work product that are incomplete at the time of termination "DRAFT-INCOMPLETE".

7. **EXAMINATION OF RECORDS:** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Consultant's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Consultant shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States

Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audit pursuant to this paragraph shall require Parties to make disclosures in violation of state or federal privacy laws. Parties shall at all times comply with D.R.M.C. 20-276.

8. WHEN RIGHTS AND REMEDIES NOT WAIVED: In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default that may then exist on the part of the Consultant. No payment, other action, or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, to any breach of any term of the Agreement constitutes a waiver of any other breach.

9. INSURANCE:

a. General Conditions: Consultant agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Consultant shall keep the required insurance coverage in force at all times during the term of the Agreement, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Consultant shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. Consultant shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the

liability of the Consultant. The Consultant shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

b. Proof of Insurance: Consultant may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. Consultant certifies that the certificate of insurance attached as **Exhibit B**, preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Consultant's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

c. Additional Insureds: For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Consultant and subconsultant's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured

d. Waiver of Subrogation: For all coverages required under this Agreement, with the exception of Professional Liability, Consultant's insurer shall waive subrogation rights against the City.

e. Subcontractors and Subconsultants: Consultant shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Consultant and appropriate to their respective primary business risks considering the nature and scope of services provided.

f. Workers' Compensation and Employer's Liability Insurance: Consultant shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

g. Commercial General Liability: Consultant shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate.

h. Automobile Liability: Consultant shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

i. Professional Liability (Errors & Omissions): Consultant shall maintain limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit. Policy shall include a severability of interest or separation of insured provision (no insured vs. insured exclusion) and a provision that coverage is primary and non-contributory with any other coverage or self-insurance maintained by the City.

j. Cyber Liability: Contractor shall maintain Cyber Liability coverage with minimum limits of \$1,000,000 per occurrence and \$1,000,000 policy aggregate covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. If Claims Made, the policy shall be kept in force, or a Tail policy placed, for three (3) years.

10. DEFENSE AND INDEMNIFICATION:

a. Consultant hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement (“Claims”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Consultant or its subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

b. Consultant’s duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit

on the Claim. Consultant's duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City's negligence or willful misconduct was the sole cause of claimant's damages.

c. Consultant will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

d. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Consultant under the terms of this indemnification obligation. The Consultant shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

e. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

11. TAXES, CHARGES AND PENALTIES: The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City's prompt payment ordinance D.R.M.C. § 20-107, *et seq.* The Consultant shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property.

12. ASSIGNMENT; SUBCONTRACTING: The Consultant shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Executive Director's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and will be cause for termination of this Agreement by the City. The Executive Director has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Consultant shall remain responsible to the

City; and (ii) no contractual relationship shall be created between the City and any sub-consultant, subcontractor or assign.

13. INUREMENT: The rights and obligations of the Parties to the Agreement inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.

14. NO THIRD PARTY BENEFICIARY: Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Consultant receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

15. NO AUTHORITY TO BIND CITY TO CONTRACTS: The Consultant lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.

16. SEVERABILITY: Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the Parties can be fulfilled.

17. CONFLICT OF INTEREST:

a. No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. The Consultant shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

b. The Consultant shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Consultant represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Consultant by placing the Consultant's own interests, or the interests of any party with whom the Consultant has a contractual arrangement, in conflict with those of the City. The City, in its sole

discretion, will determine the existence of a conflict of interest and may terminate the Agreement if it determines a conflict exists, after it has given the Consultant written notice describing the conflict.

18. NOTICES: All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Consultant at the address first above written, and if to the City at:

Executive Director of Risk Mgmt/Worker's Comp. Division
201 W. Colfax Avenue, Dept. 110
Denver, Colorado 80202

With a copy of any such notice to:

Denver City Attorney's Office
1437 Bannock St., Room 353
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The Parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

19. NO EMPLOYMENT OF WORKERS WITHOUT AUTHORIZATON TO PERFORM WORK UNDER THE AGREEMENT:

a. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "Certification Ordinance").

b. The Consultant certifies that:

(1) At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this Agreement in the future.

(2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., and confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

(3) It will not enter into a contract with a subconsultant or subcontractor that fails to certify to the Consultant that it shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

(4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under this Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

(5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. The Consultant shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during the three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

(6) It will comply with a reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

c. The Consultant is liable for any violations as provided in the Certification Ordinance. If the Consultant violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If this Agreement is so terminated, the Consultant shall be liable for actual and consequential damages to the City. Any termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying the Consultant from submitting bids or proposals for future contracts with the City.

20. DISPUTES: All disputes between the City and Consultant arising out of or regarding the Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the

City official rendering a final determination shall be the Executive Director as defined in this Agreement.

21. GOVERNING LAW; VENUE: The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

22. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under the Agreement, the Consultant may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Consultant shall insert the foregoing provision in all subcontracts.

23. COMPLIANCE WITH ALL LAWS: Consultant shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.

24. LEGAL AUTHORITY: Consultant represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Consultant represents and warrants that he has been fully authorized by Consultant to execute the Agreement on behalf of Consultant and to validly and legally bind Consultant to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Consultant or the person signing the Agreement to enter into the Agreement.

25. NO CONSTRUCTION AGAINST DRAFTING PARTY: The Parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

26. ORDER OF PRECEDENCE: In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.

27. INTELLECTUAL PROPERTY RIGHTS: The City and Consultant intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Consultant and paid for by the City pursuant to this Agreement, in preliminary or final form and on any media whatsoever (collectively, "Materials"), shall belong to the City. The Consultant shall disclose all such items to the City and shall assign such rights over to the City upon completion of the Project. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the Materials are a "work made for hire" and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a "work made for hire," the Consultant (by this Agreement) sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity. Notwithstanding the foregoing, Consultant will retain all right, title and interest in and to, and the work product Materials will not include, Consultant's copyrights, patents, trade secrets, trademarks, software, Source Code, Object Code, and interface, in existence before commencement of the Services (collectively, the "Pre-Existing Materials"). In addition, Consultant retains all right, title and interest in and to its *Vision* adjuster software, including any upgrades, updates, bug fixes, source code, object code or new releases of the *Vision* adjuster software ("Software Releases") which may be developed by Consultant during the term of this Agreement. Consultant grants to the City a non-exclusive, worldwide, perpetual (without regard to the expiration or any sooner termination of this Agreement), irrevocable, fully paid, royalty-free license to use the Pre-Existing Materials and Software Releases to the extent they are

included in the work product Materials. The City acknowledges and agrees that Consultant possesses and owns intellectual property used in Consultant's course of business and Consultant may develop additional intellectual property during the course of performance of this Agreement, including but not limited to, technology, software, software design, code, Source Code, Object Code, Interface, business rules and logic. Such materials, work and Software Releases shall remain the exclusive property of Consultant, whether or not such intellectual property developments relate to the performance of this Agreement.

28. SURVIVAL OF CERTAIN PROVISIONS: The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Consultant's obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

29. ADVERTISING AND PUBLIC DISCLOSURE: The Consultant shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the Consultant's advertising or public relations materials without first obtaining the written approval of the Executive Director. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. The Consultant shall notify the Executive Director in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

30. CONFIDENTIAL INFORMATION:

a. City Information: Consultant acknowledges and accepts that, in performance of all work under the terms of this Agreement, Consultant may have access to Proprietary Data or confidential information that may be owned or controlled by the City, and that the disclosure of such Proprietary Data or information may be damaging to the City or third parties. Consultant agrees that all Proprietary Data, confidential information or any other data or information provided or otherwise disclosed by the City to Consultant shall be held in confidence and used only in the performance of its obligations under this Agreement. Consultant shall

exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent consultant would to protect its own proprietary or confidential data. “Proprietary Data” shall mean any materials or information which may be designated or marked “Proprietary” or “Confidential”, or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance, and provided or made available to Consultant by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

b. Consultant Information: The City understands and agrees that the Consultant software and documentation including, but not limited to, the Source Code, Object Code, the Interface Requirements Document(s) Acceptance Test Procedures, the Statement of Work, the software design, structure and organization, software screens, the user interface and the engineering know-how implemented in the software (collectively “Consultant Confidential Information”) constitute the valuable properties and trade secrets of Consultant, embodying substantial creative efforts which are secret, confidential, and not generally known by the public, and which secure to Consultant a competitive advantage. The City agrees during the term of this Agreement and the license granted hereunder, and thereafter, to hold the Consultant Confidential Information including any copies thereof and any documentation related thereto, in strict confidence and to not permit any person or entity to obtain access to it except as required for the City’s exercise of the license rights granted hereunder, subject to applicable law.

31. CITY EXECUTION OF AGREEMENT: The Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

32. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS: The Agreement is the complete integration of all understandings between the Parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City.

33. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS: Consultant shall cooperate and comply with the provisions of Executive Order 94 and its Attachment A concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in contract personnel being barred from City facilities and from participating in City operations.

34. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: Consultant consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature under the Agreement, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

Exhibit List

Exhibit A – Scope of Work.

Exhibit B – Certificate of Insurance.

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Contract Control Number: FINAN-202160228-00
Contractor Name: RISING MEDICAL SOLUTIONS LLC

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

FINAN-202160228-00
RISING MEDICAL SOLUTIONS LLC

DocuSigned by:
Anne Kirby
By: _____
09CBAB0FED99401...

Name: Anne Kirby
(please print)

Title: COO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

A G R E E M E N T
WITH
RISING MEDICAL SOLUTIONS, LLC

EXHIBIT A
SCOPE OF SERVICES/SCOPE OF WORK

Exhibit A Scope of Work

A. General Description

Rising Medical Solutions, LLC will provide Workers' Compensation "Repricing Services" to the City, as further described herein.

B. Definitions:

Bill(s): A bill/invoice, related medical record and request for payment.

Business or Working Day: Days that the City is open for business and shall not include Saturdays, Sundays, or official City holidays.

Collection Date: Each business day Rising Medical Solutions, LLC shall collect or cause to be collected, bills, invoices, and medical records by an authorized representative. Such pick-up service may be at the direction of the City, either a pick-up from City offices, or a direct receipt of all bills/invoices, medical records from the medical service provider at no additional cost.

CCI: Correct Coding Initiative

Date Processed Date: When a bill/invoice is designated as reviewed, the Date Processed Date is the actual date on which the review was completed.

EDI: Electronic Data Interface

Exclusive Provider Organization ("EPO"): Client-directed provider organizations.

Explanation of Benefits (EOB): Is the explanation of the bill/invoice prepared by Rising Medical Solutions, LLC.

MBR: Medical Bill Review

Negotiation (or Internal Bill Negotiation): Direct negotiation with physicians and medical facilities for reductions to medical bills.

Physician: means licensed physicians, nurse practitioners, and physician assistants who have agreed to provide review services.

Preferred Provider Organization ("PPO"): Provider organizations that have negotiated volume-based discounts with City unaffiliated physicians and medical facilities, and the payment discounts offered by these organizations.

UR: Utilization Review

C. Scope of Services:

All Workers' Compensation (WC) Bills are to be submitted directly to Rising Medical Solutions, LLC from various medical providers. Rising Medical Solutions, LLC shall provide the City with a post office box and/or an electronic method to receive all medical bills. All bills will be opened, date stamped, and scanned into the Rising Medical Solutions, LLC system within twenty-four (24) hours of receipt for processing. The City receives approximately 15,000 bills per year. All original bills are sent directly to Rising Medical Solutions, LLC. The City will generate a letter that will be sent to all providers directing them to send bills directly to Rising Medical Solutions, LLC.

Work to be performed under the resulting contract shall include, at a minimum, the following services:

1. Medical Bill Review (MBR): Rising Medical Solutions, LLC shall review all bills received by the City's Risk Management Department for all WC claims, and review and make appropriate payment recommendations on all Medical Bills. Medical Bills shall be reviewed in accordance with the City's authorized payment codes as well as claims, Rising Medical Solutions, LLC and UR decision files. MBR includes, but is not limited to:
 - the application of State fee schedules,
 - the application of usual/customary medical billing data and databases,
 - the application of CCI Edits,
 - manual review to ensure correction of billed procedure/billing/diagnosis codes and/or designations are inconsistent with services provided,
 - manual review of bills to identify and correct billings that are unrelated to compensable injury or injuries, and
 - manual audit by senior MBR analysts.
2. PPO: Rising Medical Solutions, LLC shall administer one or more PPO networks that have negotiated contract rates with hospitals and providers.
3. Negotiation: Rising Medical Solutions, LLC may employ internal bill negotiation techniques and resources to achieve additional discounts beyond those achieved through MBR and PPO. Rising Medical Solutions, LLC shall only employ negotiation techniques when it determines that negotiation will yield incremental medical payment reductions in addition to reductions achieved through MBR and PPO, and on bills where MBR and PPO reductions are not available. MBR savings will be identified and applied to every bill reviewed by Rising Medical Solutions, LLC. For savings and fee calculation purposes, Rising Medical Solutions, LLC shall only attribute to negotiation services the incremental savings beyond the maximum savings achievable by Rising Medical Solutions, LLC through MBR and PPO.
4. Turnaround Time: Standard medical bill review turnaround time is 5 business days. Complex surgical or inpatient/outpatient hospital surgical bills have a turnaround time of 7-10 business days.
5. Review Results: To be communicated with Risk Management as to the accuracy/appropriateness of the bill.
6. Provider Disputes: To be communicated directly with the medical provider/hospital on any appeal. Identify and communicate any problems with medical providers and verify appropriate provider licensing and credentials. At the City's direction, Rising Medical Solutions, LLC will provide documentation or in-person representation by their Bill Review Manager at all conferences and hearings related to disputes over the allowances and payments resulting from their review of the City's medical bills at no additional cost to the City.
7. Overpayment Reimbursement: Rising Medical Solutions, LLC will be responsible for any and all provider over-payments that solely result from incorrect payment recommendations issued by them or any of their subcontractors. In the event an overpayment is identified that led to overpayment of a medical provider, Rising Medical Solutions, LLC will seek overpayment reimbursement from that provider on behalf of the City. If Rising Medical Solutions, LLC cannot recapture overpayment within 120 days of the identification of the overpayment, they will reimburse the City directly for the total amount of the over-payment. Over-payments shall be determined by mutual agreement between the City and Rising Medical Solutions, LLC.
8. Data Stewardship: Rising Medical Solutions, LLC will maintain, in its entirety, all the City's electronic WC medical billing/payment data it receives or generates through the course of services provided. In the event that the resulting contract from this RFP is terminated early or completed according to the established term, Rising Medical Solutions, LLC will provide all such data to the City's new service provider, in a format approved by the City. Rising Medical Solutions, LLC shall be regularly engaged in the business of providing data entry and electronic transmittal services in the area of on-line bill review of medical and hospital bills with an emphasis on WC.

Rising Medical Solutions, LLC is not authorized, required, or permitted to make any decisions as to whether any WC Bill shall be deemed to be an obligation of the City.

Bill review services shall be limited to administrative functions including but not limited to administration, recovery, processing, transmitting, making determinations as to the correctness, accuracy, appropriateness, and completeness of said bills by analyzing and verifying the charges contained therein.

Bills are to be consistent with the fee schedule for such fees as established pursuant to C.R.S. 8-42-101, et. seq., and rules promulgated pursuant thereto, as such schedule, rules and provisions may be amended from time to time; providing reports; and providing claim data in an electronic data interface format upon request by the Risk Manager or his/her designated representative.

Rising Medical Solutions, LLC will receive a daily electronic file from the City of all new claims filed so they can load the new claims into their system and be able to match and attach medical bills that arrive to correct claims. There is no charge incurred by the City for the data transfer of daily electronic data interface services

Such files will ultimately be presented to the City's adjuster for review and approval or denial. Rising Medical Solutions, LLC will furnish the system that allows for online bill review and approval for the City's claims adjusters. The City's bills are approved only by the adjuster. No physician or nurse approves bills.

Rising Medical Solutions, LLC's services shall also include reviewing the City's WC Bills to determine whether a provider has issued duplicate or additional copies of bills/invoices previously paid or which are currently being reviewed by Rising Medical Solutions, LLC and/or Risk Management. Subsequent evaluations will be conducted, at the request of a provider or the City, on WC Bills previously paid or currently being reviewed for payment under the resulting Contract. Rising Medical Solutions, LLC shall complete its review of services for requested re-evaluations within 7-10 working days from the date of the re-evaluation request. Only when a bill is fee scheduled does a fee occur.

The City currently experiences savings for its WC claims through the fee schedule and PPO network reductions that Rising Medical Solutions, LLC contracts with, or for which the City identifies a desire for Rising Medical Solutions, LLC to engage in a contracting process that will be beneficial for them and the City.

The City desires that the administrative functions, as related to claims administration, are able to be done on-line. The City requires that if this service is used, that an analyst must review all bills to verify charges are consistent with the schedule for such fees as established pursuant to C.R.S. §8-42-101. All bills are reviewed pursuant to the current fee schedule adopted by the State of Colorado's Division of WC and Colorado WC Rules of Procedure.

Rising Medical Solutions, LLC must be able to interface with the Risk Management Information System, "STARS Enterprise" WC software for on-line bill paying (and any future upgrades). Currently, the City and its current Vendor use an electronic data interface between themselves and the City Controller's Office who issues the warrants to pay for the approved services. The City's Controller's Office will not have access to Rising Medical Solutions, LLC's system. The file that the Controller's Office receives is generated out of the STARS Enterprise system. Rising Medical

Solutions, LLC will send one file daily to City which will contain previous days approved bills. This file will be in a format that meets the City's specifications for uploading into the STARS system.

The STARS Enterprise software may undergo upgrades during the term of the contract. All requested modifications required to Rising Medical Solutions, LLC's software program(s) to interface with STARS will be completed, tested, approved and implemented within fifteen (15) working days from receipt of a request from the Risk Management Division's WC Unit's designated contract administrator.

Once a bill/invoice has been processed and investigated and it is found to be deficient or not acceptable based upon the schedule as established pursuant to C.R.S. §8-42-111, an Explanation of Benefits (EOB) or denial explaining why the bill or a portion thereof is inaccurate, incomplete or duplicated, etc., is to be sent to the individual client of WC by Rising Medical Solutions, LLC on behalf of the City, at Rising Medical Solutions, LLC's expense. If it is felt that the information can be identified by the provider of the medical services, then the provider is to receive the EOB. The EOB is to identify any further information needed for processing if the bill/invoice could be paid. If a bill comes through and no fee scheduling occurs because the bill is incorrect, and/or needs more documentation, no fee is assessed. Only when a bill is fee scheduled does a fee occur.

For Intake (files to Rising) - whether Rising Medical Solutions, LLC is acting as the mail room, receiving images via the FTP, email, fax, etc.. the following stands true:

Regardless of method of receipt or the source (i.e. client, provider, nurse, etc.), bills and associated reports/ medical records are scanned/loaded into our system and immediately assigned to the appropriate client account with a unique "image ID." Upon receipt, Rising Medical Solutions, LLC will scan, sort, index and filter out duplicates, as appropriate, prior to presenting in VISION™ for any requisite adjuster bill assessment.

All bills and attachments will be available within Vision for viewing and/or printing.

During implementation, requirements will be defined to determine which records are to be returned to the City and the method in which they are sent (i.e. FTP). Regardless of the method, all applicable data and images (EOR, bill, medical records/attachments) will be returned to the City electronically.

Upon receipt of bills/invoices, Rising Medical Solutions, LLC shall designate elsewhere on each bill/invoice, so as to not obstruct the bill/invoice, its own stamp or other proprietary marking, the actual date on which the bill/ invoice was collected from the City (the "Collection Date").

Rising Medical Solutions, LLC shall conclude its review and shall either verify the accuracy, correctness, appropriateness and completeness of any and all pending bills/invoices or portion thereof. They shall either have charges for adjuster approval or shall return said bills/invoices to the provider of issuance, along with a detailed explanation as to why the bill/invoice or any portion thereof, is inaccurate, incorrect, inappropriate or incomplete and a request for all appropriate additional information or documentation.

Upon receipt of any additional information or documentation, Rising Medical Solutions, LLC shall then review, once again, the pending bill/invoice for a determination of accuracy, correctness, appropriateness and completeness. They shall be able to provide the City with any and all necessary documentation from the provider of issuance to reach a final resolution of each pending bill/invoice within the schedule of authorized medical fees as established pursuant to C.R.S. §8-42-101, et. seq.,

most recent version. Upon final verification, Rising Medical Solutions, LLC shall designate, on each pending bill/ invoice, the Date Processed Date and return each to the City within twenty-four (24) hours of the Date Processed Date.

Rising Medical Solutions, LLC shall, at its own cost and expense, maintain and operate facilities and personnel necessary to provide its services under the resulting contract from this RFP process. Within thirty (30) days from the date of contract execution, Rising Medical Solutions, LLC shall report, in writing, the number of personnel performing this service for the City to the City's authorized contract administrator. Rising Medical Solutions, LLC's personnel are to be available to the City during regular business hours, Mountain Standard Time, to provide support and information services.

Rising Medical Solutions, LLC shall be able to provide monthly reports as requested by the City. Currently, the City receives facility specific reports. The City will need to receive reports showing the breakdown of charges, O reductions, and others as requested. These reports may be submitted to the Risk Management Division with invoices electronically.

A G R E E M E N T
WITH
RISING MEDICAL SOLUTIONS, LLC

EXHIBIT B
ACORD / EVIDENCE OF LIABILITY INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/29/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER RMS Insurance Services, Inc. dba Flanders Insurance 1947 N Lyford Rd. Rockford IL 61107	CONTACT NAME: Owen Costanza PHONE (A/C, No, Ext): (815) 226-1444 FAX (A/C, No): (815) 226-4760 E-MAIL ADDRESS: owen@flandersinsurance.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: The Hanover Insurance Group NAIC # 22292	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Crime Policy			BCD-H584860-00	04/26/2021	04/26/2024	Per claim \$1,000,000 Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Master	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/24/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER RMS Insurance Services, Inc. dba Flanders Insurance 1947 N Lyford Rd. Rockford IL 61107	CONTACT NAME: Owen Costanza PHONE (A/C No. Ext): (815) 226-1444 FAX (A/C, No): (815) 226-4760 E-MAIL ADDRESS: owen@flandersinsurance.com <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: AUT001 - OWNERS INSURANCE COMPANY</td> <td></td> <td style="text-align: center;">32700</td> </tr> <tr> <td>INSURER B: EMPLOYERS ASSUR CO</td> <td></td> <td style="text-align: center;">25402</td> </tr> <tr> <td>INSURER C: Twin City Fire Ins Co</td> <td></td> <td style="text-align: center;">29459</td> </tr> <tr> <td>INSURER D: HDI</td> <td></td> <td style="text-align: center;">41343</td> </tr> <tr> <td>INSURER E: Liberty Mutual</td> <td></td> <td style="text-align: center;">23043</td> </tr> <tr> <td>INSURER F: QBE</td> <td></td> <td style="text-align: center;">79624414</td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: AUT001 - OWNERS INSURANCE COMPANY		32700	INSURER B: EMPLOYERS ASSUR CO		25402	INSURER C: Twin City Fire Ins Co		29459	INSURER D: HDI		41343	INSURER E: Liberty Mutual		23043	INSURER F: QBE		79624414
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INSURER F: QBE		79624414																				
INSURED Rising Holdings Llc 325 N La Salle Dr Ste 600 Chicago IL 60654																						

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			07232199	09/09/2020	09/09/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			53-233596-00	04/27/2021	04/27/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			07232199	09/09/2020	09/09/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	EIG466283200	12/24/2020	12/24/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D	Comm Cyber Liability Claims Made			CY SU 5000 00119	01/20/2021	04/27/2022	\$5,000,000/\$5,000,00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

EPLI Coverage & Directors and Officers Claims Made Retro 11/9/2014 HDI Insurance \$500,000/\$1,000,000 losses Policy EK13354806 Effective 11/09/2020-4/01/2022

Liberty Mutual Performance Bond \$1,000,000 Policy 404227884 Effective 05/16/2021-05/16/2022

Managed Care Professional QBE Specialty \$3,000,000 Liability Policy 10037601 Effective 4/27/2021-4/27/2022

CERTIFICATE HOLDER**CANCELLATION**

Master

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY RMS Insurance Services, Inc. dba Flanders Insurance		NAMED INSURED Rising Holdings Llc	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Crime Policy Third Party Coverage-Chubb Insurance \$1,000,000 Policy 82421870 Effective 4/27/2021-4/27/2022