

A G R E E M E N T

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 **INJURY CARE ASSOCIATES LLC**, a Colorado limited liability company whose address is P.O. Box 958, Denver, Colorado 80201-0958 (the “Contractor”), jointly (“the Parties”).

The Parties agree as follows:

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

2. SERVICES TO BE PERFORMED:

a. As the Executive Director directs, the Contractor 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 Contractor is ready, willing, and able to provide the services required by this Agreement.

c. The Contractor 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, 2024** (“Effective Date”), and will expire 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 for up to two (2) additional one (1) year terms. Subject to the Executive Director’s prior written authorization, the Contractor 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. Budget/Pricing. The City shall pay and the Contractor shall accept as the sole compensation for services rendered and costs incurred under the Agreement the line item

amounts set forth in the budget contained in **Exhibit B**. Amounts billed may not exceed the budget set forth in **Exhibit B**.

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

c. Invoicing: Contractor 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 **THREE MILLION DOLLARS AND NO CENTS (\$3,000,000.00)** (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 Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at Contractor'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 CONTRACTOR: The Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Contractor 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 Contractor. However, nothing gives the Contractor 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 Contractor 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, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Contractor'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 Contractor 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 Contractor's possession, custody, or control by whatever method the City deems expedient. The Contractor 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 Contractor 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 Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Contractor 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 audits pursuant to this

paragraph shall require Contractor to make disclosures in violation of state or federal privacy laws. Contractor 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 Contractor. 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: Contractor 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. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. 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 contain a valid provision or endorsement requiring notification to the City in the event any of the above-described 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, Contractor 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. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Contractor. Contractor 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 Contractor. The Contractor 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: Contractor shall provide a copy of this Agreement to its insurance agent or broker. Contractor may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as **Exhibit C**, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. 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 Contractor'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, Personal Auto Liability, Professional Liability, Cyber, and Excess Liability/Umbrella (if required). Contractor and subcontractor'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, Contractor's insurer shall waive subrogation rights against the City.

e. Subcontractors and Subconsultants: Contractor 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 Contractor and appropriate to their respective primary business risks considering the nature and scope of services provided.

f. Workers' Compensation and Employer's Liability Insurance: Contractor 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: Contractor 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. Personal Automobile Insurance: Contractor shall ensure personal automobile insurance is in force with current state minimum limits for all vehicles used in performing services under this Agreement. Contractor represents, as material representations upon which the City is relying, that Contractor does not own any fleet vehicles and that in performing Services under the Agreement, Contractor's owners, officers, directors, and employees use their personal vehicles. Contractor shall ensure that any person operating a motor vehicle in performing Services under the Agreement shall keep in full force Personal Auto Liability coverage with minimum required limits.

i. Professional Liability (Errors & Omissions): Contractor 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 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.

k. Additional Provisions:

(1) For Commercial General Liability, the policy must provide the following:

- (a) That this Agreement is an Insured Contract under the policy;
- (b) Defense costs are outside the limits of liability;
- (c) A severability of interests, separation of insureds provision (no insured vs. insured exclusion); and

(d) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(2) For claims-made coverage:

(a) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier.

(b) Contractor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

10. DEFENSE AND INDEMNIFICATION:

a. Contractor 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 Contractor 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. Contractor’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. Contractor’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. Contractor 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 Contractor under the terms of this indemnification obligation. The Contractor 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 Contractor 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 Contractor 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 Contractor shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any subconsultant, 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 Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

15. NO AUTHORITY TO BIND CITY TO CONTRACTS: The Contractor 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 Contractor 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 Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor 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 Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor 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 Contractor 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 Contractor at the address first above written, and if to the City at:

Executive Director of Risk Management and Worker's Compensation or its Designee
201 W. Colfax Avenue, Department 1105
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. DISPUTES: All disputes between the City and Contractor 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.

20. 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).

21. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under the Agreement, the Contractor 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 Contractor shall insert the foregoing provision in all subcontracts.

22. PERSONAL INFORMATION AND DATA PROTECTION:

a. **“Data Protection Laws”** means (i) all applicable international, federal, state, provincial and local laws, rules, regulations, directives and governmental requirements relating in any way to the privacy, confidentiality or security of Personal Information (as defined below in Paragraph 25.B); and (ii) all applicable laws and regulations relating to electronic and non-electronic marketing and advertising; laws regulating unsolicited email communications; security breach notification laws; laws imposing minimum security requirements; laws requiring the secure disposal of records containing certain Personal Information; laws imposing licensing requirements; laws and other legislative acts that establish procedures for the evaluation of compliance; and all other similar applicable requirements. Further, and not by way of limitation, Contractor shall provide for the security of all City Data, and Personal Information if applicable, in accordance with all policies promulgated by Denver Technology Services, as amended, and all applicable laws, rules, policies, publications, and guidelines including, without limitation: (i) the most recently promulgated IRS Publication 1075 for all Tax Information, (ii) the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, (iii) the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, (iv) the Colorado Consumer Protection Act, (v) the Children’s Online Privacy Protection Act (COPPA), (vi) the Family Education Rights and Privacy Act (FERPA), and (vii) Colorado House Bill 18-1128.

b. **“Personal Information”** means all information that individually or in combination, does or can identify a specific individual or from which a specific individual can be identified, contacted, or located. Personal Information includes, without limitation, name, signature, address, e-mail address, telephone number, social security number (full or partial), business contact information, date of birth, national or state identification numbers, bank account number, credit or debit card numbers, and any other unique identifier or one or more factors specific to the individual’s physical, physiological, mental, economic, cultural, or social identity.

c. **Compliance with Law and Regulation:** Contractor each confirms and warrants that it complies with any and all applicable Data Protection Laws relating to the collection, use, disclosure, and other processing of Personal Information and that it will perform

its obligations under this Agreement in compliance with them. This section will survive the termination of this Agreement.

d. Software Programs; Security of Personal Information and access to Software Programs: Contractor will use the software programs designated by the City to collect, use, process, store, or generate all data and information, with or without Personal Information, received as a result of the Contractor's services under this Agreement. Contractor will fully comply with any and all requirements and conditions associated with the use of said software programs as provided by the City. In addition, Contractor will establish and maintain data privacy and information security policies and procedures, including physical, technical, administrative, and organizational safeguards, in order to: (i) ensure the security and confidentiality of Personal Information; (ii) protect against any anticipated threats or hazards to the security or integrity of Personal Information; (iii) protect against unauthorized disclosure, access to, or use of Personal Information; (iv) ensure the proper use of Personal Information; and (v) ensure that all employees, officers, agents, and subcontractors of Contractor, if any, comply with all of the foregoing. Contractor shall also provide for the security of all Personal Information in accordance with all policies promulgated by Denver Technology Services, as amended, and all applicable laws, rules, policies, publications, and guidelines including, without limitation: (i) the Children's Online Privacy Protection Act (COPPA), and (ii) Colorado House Bill 18-1128. Contractor shall submit to the Executive Director, within fifteen (15) days of the Executive Director's written request, copies of the Contractor's policies and procedures to maintain the confidentiality of Personal Information to which the Contractor has access.

e. Confidentiality; No Ownership by Contractor: Unless otherwise permitted expressly by applicable law, all Personal Information collected, used, processed, stored, or generated as the result of the services to be provided under this Agreement will be treated by Contractor as highly confidential information. Contractor will have no right, title, or interest in any Personal Information or any other data obtained or supplied by Contractor in connection with the services to be provided under this Agreement. The City shall own all information, and other work product, with or without Personal Information, developed or obtained by Contractor pursuant to this Agreement ("City Work Product"). Contractor has an obligation to immediately alert the

City if Contractor's security has been breached or if either Contractor is aware of any unauthorized disclosure of Personal Information. This Section will survive the termination of this Agreement.

f. Contractor Use of Personal Information and City Work Product:

Contractor will take all necessary precautions to safeguard the storage of Personal Information and City Work Product including without limitation: (i) keep and maintain Personal Information and City Work Product in strict confidence and in compliance with all applicable Data Protection Laws, and such other applicable laws, using such degree of care as is appropriate and consistent with its obligations as described in this Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss; (ii) use and disclose Personal Information or City Work Product solely and exclusively for the purpose of providing the services hereunder, such use and disclosure being in accordance with this Agreement, and applicable law; (iii) not use, sell, rent, transfer, distribute, or otherwise disclose or make available Personal Information or City Work Product for Contractor's own purposes or for the benefit of anyone other than the City without the prior written consent of the City and the person to whom the Personal Information pertains; and (iv) not engage in "data mining" of Personal Information or City Work Product except as specifically and expressly required by law or authorized in writing by the City. This Section will survive the termination of this Agreement.

g. Employees and Subcontractors: Contractor will ensure that, prior to being granted access to Personal Information or City Work Product, Contractor's Staff who perform work under this Agreement have all undergone and passed criminal background screenings; have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all data protection provisions of this Agreement; and possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of the data they will be handling. Only those Contractor's Staff who have a direct need for Personal Information, City Work Product, or Confidential Information shall have access to any information provided to V under this Agreement. Prior to allowing any Contractor's Staff to access or use any Personal Information, City Work Product, or Confidential Information, the Contractor shall require any such Contractor's Staff to review and agree to the usage and access terms outlined in this Agreement. Contractor will inform its Contractor's Staff of the obligations under this Agreement, and all requirements and obligations of Contractor under this Agreement shall survive the

expiration or earlier termination of this Agreement. Contractor shall not disclose Personal Information, City Work Product, or Confidential Information to subcontractors unless such subcontractors are bound by non-disclosure and confidentiality provisions at least as strict as those contained in this Agreement. Unless Contractor provides its own security protection for the information it discloses to a third-party service provider, the Contractor shall require the third party service provider to implement and maintain reasonable security procedures and practices that are appropriate to the nature of the Personal Information, City Work Product, or Confidential Information disclosed and reasonably designed to protect Personal Information, City Work Product, or Confidential Information from unauthorized access, use, modification, disclosure, or destruction. This Section will survive the termination of this Agreement.

h. Loss of Personal Information or City Work Product: In the event of any act, error or omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of Personal Information or City Work Product, Contractor will, as applicable: (i) notify the affected individual and the City as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (ii) cooperate with the affected individual and the City in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the affected individual or the City; (iii) in the case of Personal Information and if required by applicable law, at the affected individual's sole election: (A) notify the affected individuals in accordance with any legally required notification period; or, (B) reimburse the affected individual for any costs in notifying the affected individuals; (iv) in the case of Personal Information and if required by applicable law, provide third-party credit and identity monitoring services to each of the affected individuals for the period required to comply with applicable law; (v) perform or take any other actions required to comply with applicable law as a result of the occurrence; (vi) indemnify, defend, and hold harmless the City and the affected individual for any and all claims, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from the City or the affected individual in connection with the occurrence; (vii) be responsible for recovering lost data and information in the manner and on the schedule set forth by the City without charge to the affected individual, and (viii) provide to the City and the affected individual a detailed

plan within ten (10) calendar days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence. Notification to affected individuals, as described above, will comply with applicable law, be written in plain terms in English and in any other language or languages specified by the affected individual, and contain, at a minimum: (i) name and contact information of Contractor's representative; (ii) a description of the nature of the loss; (iii) a list of the types of data involved; (iv) the known or approximate date of the loss; (v) how such loss may affect the affected individual; (vi) what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; (vii) contact information for major credit card reporting agencies; and (viii) information regarding the credit and identity monitoring services to be provided by Contractor. This Section will survive the termination of this Agreement.

i. Data Retention and Destruction: Using appropriate and reliable storage media, Contractor will regularly backup all City Work Product and Personal Information used in connection with this Agreement and retain such backup copies consistent with the Contractor's data retention policies. Upon termination of the Agreement, at the City's election, Contractor will either securely destroy or transmit to City the City Work Product in an industry standard format. Upon the City's request, Contractor will supply City a certificate indicating the records disposed of, the date disposed of, and the method of disposition used. With respect to City Work Product controlled exclusively by Contractor, Contractor will immediately preserve the state of the Personal Information or City Work Product at the time of the request and place a "hold" on Personal Information or City Work Product destruction or disposal under its usual records retention policies of records that include Personal Information or City Work Product, in response to an oral or written request from City indicating that those records may be relevant to litigation that City reasonably anticipates. Oral requests by City for a hold on record destruction will be reduced to writing and supplied to Contractor for its records as soon as reasonably practicable under the circumstances. City will promptly coordinate with Contractor regarding the preservation and disposition of these records. Contractor shall continue to preserve the records until further notice by City. This Section will survive the termination of this Agreement.

j. **No Other Databases:** Contractor will not establish or maintain a separate database containing Personal Information or City Work Product to provide the services under the Agreement. This Section will survive the termination of this Agreement.

k. **Data Transfer Upon Termination:** Upon termination or expiration of this Agreement and City's request, Contractor will ensure that all Personal Information and City Work Product is securely transferred to City, or a party designated by City, within thirty (30) calendar days. Contractor will ensure that the data will be provided in an industry standard format. Contractor will provide City with no less than ninety (90) calendar days' notice of impending cessation of its business or that of any Contractor subcontractor and any contingency plans in the event of notice of such cessation. In connection with any cessation of Contractor's business with its customers, Contractor shall implement its contingency and/or exit plans and take all reasonable actions to provide for an effective and efficient transition of service with minimal disruption to City. Contractor will work closely with its successor to ensure a successful transition to the new service or equipment, with minimal downtime and effect on City, all such work to be coordinated and performed in advance of the formal, final transition date mutually agreed upon by Contractor and City. This Section will survive the termination of this Agreement.

23. **COMPLIANCE WITH ALL LAWS:** Contractor 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:** Contractor 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 Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor (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.

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 Contractor’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 Contractor shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the Contractor’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 Contractor 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: Contractor acknowledges and accepts that, in performance of all work under the terms of this Agreement, Contractor 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. Contractor agrees that all Proprietary Data, confidential information or any other data or information provided or otherwise disclosed by the City to Contractor shall be held in confidence and used only in the performance of its obligations under this Agreement. Contractor shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent contractor 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 Contractor by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

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: Contractor 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: Contractor 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.

List of Exhibits

Exhibit A – Scope of Work.

Exhibit B – Budget/Pricing.

Exhibit C – Certificate of Insurance.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

Contract Control Number: FINAN-202371566-00
Contractor Name: INJURY CARE ASSOCIATES 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-202371566-00
INJURY CARE ASSOCIATES LLC

DocuSigned by:

By: _____
2EB22A6667A04A3...

A. Brett de Mooy
Name: _____
(please print)

President
Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

AGREEMENT

With

INJURY CARE ASSOCIATES, LLC

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EXHIBIT A

SCOPE OF WORK

Exhibit A – Scope of Work
WORKERS' COMPENSATION DESIGNATED PROVIDER
SCOPE OF WORK AND TECHNICAL REQUIREMENTS

The scope of work and technical requirements for this contract include the below requirements, as well as any and all additional information provided by the vendor in their RFP response.

Workers' Compensation:

Vendor will provide initial and subsequent treatment for employee injuries or illnesses sustained in the workplace. Each exam will be documented electronically through the medical provider's notes and shared with the City's Workers Compensation Unit staff. Vendor will have the means to communicate effectively with all persons within the City with whom communication is necessary, including but not limited to City Attorney's Office, and managers and supervisors of various City agencies and departments. Vendor will make all attempts to see City employees the same day of the injury, but in no circumstance more than 72 hours after being notified of the injury, except on weekends and holidays. The first visit with a City employee will be with a Level II accredited physician and all work restrictions will be addressed by a physician as per statutory requirement.

Vendor will effectively respond to or possess the following:

1. A thorough understanding of the State of Colorado's Workers' Compensation statutes and Workers Compensation Rules of Procedure including but not limited to the following:
 - a. Colorado Division of Workers' Compensation's Medical Treatment Guidelines (Colorado Rules of Workers' Compensation Procedure, Rule 17, Exhibits 1 through 9) as applicable
 - b. Colorado Rules of Workers' Compensation Procedure, Rule 16, Utilization Standards
 - c. Rule 8-5 and one time change of authorized physicians
 - d. Workers' Compensation Rules of Procedure Rule 12 Permanent Impairment Rating Guidelines with on staff physicians who assess permanent medical impairment ratings

2. All appointments will be thoroughly documented providing:
 - a. Name of employee and personal identification information
 - b. Date of Injury
 - c. Date of appointment
 - d. Employee arrival time and departure time of scheduled appointment
 - e. Diagnostics performed
 - f. Treatment provided
 - g. Prescriptions given

- h. Clearly described mechanism of alleged injury, accident, or occupational disease, and job duties
 - i. Causation analysis within a reasonable degree of medical probability
 - j. Clearly defined work capacity/restrictions by a physician
 - k. Referral services
 - l. Treatment Plan
 - m. Estimated Maximum Medical Improvement (MMI) date
 - n. Estimated duration of time before employee can be expected to return to full duty and/or suggested time frame for follow up visit and evaluation
- 3. Provide dictated Progress Reports at least every 45 days on open cases. The report will include and is not limited to updated treatment plan and estimated date of MMI.
- 4. Be available on reasonable notice (at least 2 weeks) for any necessary court testimony, depositions, and conferences with the parties and their attorneys at no additional charges beyond what is allowed under the fee schedule.
- 5. Provide first visit treatment with Level II accredited M.D./D.O. Every third visit thereafter will be with a Level II accredited M.D./D.O. Any MMI finding or determination for a City employee will be with a Level II accredited M.D./D.O.
- 6. On-site nurse case managers or patient care coordinators, who will act as a liaison with the City's Workers' Compensation staff as follows:
 - a. Notify the City's Workers' Compensation staff of missed appointments on a weekly basis.
 - b. Assist with deviations from Medical Treatment Guidelines.
 - c. Facilitate and coordinate missing reports, referrals, closures, reopening, and employee/employer requests on a timely basis as needed.
 - d. Stalled estimated MMI dates and/or work restrictions/capabilities.
 - e. Be willing and able to meet with the City's Workers' Compensation staff every six (6) weeks to ensure that cases are moving along the continuum of care.
- 7. Comply with any existing contracts between the City and providers of ancillary services including but not limited to contracts for pharmacy services, diagnostic services, therapy, and any alternative providers of ancillary services.
- 8. Avail specialists prior to the initial visit of all accessible X-rays, medical test results, and records. Vendor will obtain specialists' reports within ten (10) business days for following. Vendor will coordinate and manage reasonable and necessary treatment subject to the City's Workers' Compensation staff approval in a timely manner for the following services:
 - a. Occupational Therapy
 - b. Physical Therapy

- c. Massage Therapy
- d. Chiropractic Therapy
- e. Specialist Consultations
- f. Eye Care
- g. Dental Care
- h. Mental Health Care

9. Provide a clearly defined treatment plan for short and long-term concussion cases including referrals to medical specialists that treat concussion cases.

10. Provide a clearly defined treatment plan for Blood borne Pathogens Exposure cases.

11. Provide post-accident drug and alcohol testing in compliance with any and all federal and state statutes and in accordance with proper protocols and City procedures.

12. Provide walk-in capability for injured employees requiring medical treatment with reasonable wait time. Maximum wait time is 30 minutes. OuchLine reports of accident will be sent in advance providing as much notice and claim information as possible.

13. Communicate with the City's Workers Compensation Unit staff within two (2) hours of the appointment to discuss the treatment plan on complex medical referrals, if emergency transport is necessary, if red flags are noted, causation is unclear, etiology is unclear and/or the employee is taken off work.

14. Deliver a Colorado State Form WC164 or Work Status Summary electronically to City's Workers Compensation Unit staff immediately following initial appointment.

15. Meet with the City's Workers Compensation Unit staff every 6 weeks to review active cases. The City must have same-day access to office support staff for the resolution of case issues such as scheduling, invoicing, and treatment plan clarification. If vendor cannot meet with City's Workers Compensation Unit staff every 6 weeks, then a detail explanation of why the meeting did not take place and a written report of the active cases must be sent to the City. The City will notify Vendor if a meeting is not needed.

16. Address surgical consults, specialist referrals, and diagnostic referrals, such as MRI's and therapies with required pre-authorization before the referral appointment.

17. Evaluate employees no later than fourteen (14) days post-operatively (sooner if the surgeon's report is available).

18. Evaluate employees within fourteen (14) days while unable to work or with restricted hours due to a work-related injury.

19. Contact employer representative immediately following hearing loss evaluation.

20. Address invoices and recordkeeping, segregated by the date of injury and body part treated. For example, if a knee and shoulder have been injured on separate injury dates, treatment and invoicing for those injuries must be separated by the injury date and body part. Treatment for multiple body parts, having the same date of injury, may be billed together for the same event.

21. Facilitate bill submission to the City's bill review vendor, fee schedule application, and any additional discounting as appropriate. Currently this vendor is Rising Medical Solutions.

22. Provide a facility, or preferably, multiple facilities that comply with the requirements of all federal and state laws, including but not limited to the Americans with Disabilities Act, that are applicable to providing Workers' Compensation services.

23. Support Employee Return to Work Program as follows:

a. Facilitate returning employees to their normal job function and identify the ability to participate in modified duty whenever possible. The focus, whenever medically possible, will be on determining work capacity/restrictions applicable to each injured City employee.

b. In cases requiring a physician's signature on a modified job description, the Vendor physician(s) are required to sign offer letters for temporary modified duty pursuant to Rule 6 of the Colorado Division of Workers' Compensation Rules of Procedure and return the signed offer letter to the City's Workers' Compensation staff within 24 hours of the designated provider's receipt of the letter.

c. Vendor physician(s) will provide written return-to-work releases to the City's Workers' Compensation staff by end of day or no later than the following morning after a medical visit by a City employee. Vendor must refrain from providing retroactive off-work releases which cover time periods prior to the employee being seen by the authorized provider.

d. Any return-to-work issues shall be addressed by M.D. or D.O., not a physician's assistant or nurse practitioner for Workers' Compensation Rule 6-1 compliance.

e. Vendor physician(s) will report to the City's Workers' Compensation staff by the end of day or no later than the following morning any issues relating to modified duty restrictions, including but not limited to specific restriction requirements or accommodations that are needed.

f. Vendor's medical director is required to participate in monthly (at a maximum) six-month modified duty reviews regarding employees on modified duty for six (6) months or more from the date of injury, if any.

Recordkeeping, Documentation, and Electronic Records

Vendor will maintain medical records for each employee and provide an electronic report to the City within 72 hours after each appointment. Vendor will be able to provide the City and our Third-Party Administrator (TPA) access to the complete employee medical files as permitted by laws. Vendor will maintain the releases for medical information signed by the employee and provide a notice of Privacy Practice to the employee or applicant relating to their physical or mental health, in compliance with Health Insurance Portability and Accountability Act (HIPAA), about safeguarding that information. Vendor will provide the City with documentation of all tests or medical surveillance performed for the employee's medical file.

Non-Workers' Compensation Services Medical Services:

Vendor will provide available non-workers' compensation-related medical services, as may be requested by the City, including but not limited to:

- Denver Police, Fire, and Sheriff post conditional job offer physical and fitness for duty evaluations
- Department of Transportation (DOT) physicals and drug screens
- Non-DOT drug and alcohol testing
- Human Performance Evaluation creation and assessment
- Respirator medical clearance
- Immunizations
- Hazmat medical review
- Infection control
- Assessments for exposure to lead and asbestos

Post Conditional Job Offer Physicals	Additional information about the requirement:
Senior Utility Workers-Post Conditional Job Offer	Pre employment Physical, Range of Motion Test Level 2
Pre-employment PT/OT Exam	Human Performance Evaluation
Civil Svc Post Cond Job Offer Physical with Range of Motion	Pre employment Physical, Range of Motion Test Level 2, CBC w/ diff, Metabolic panel
DOT Physicals (renewals)	DOT Physical
DOT Physicals (new)	DOT Physical, Regulated Drug Screen including MRO
DOT Drug Screens	Regulated Drug Screen including MRO
Retirement Physical	Physical
Fit For Duty	Fit For Duty Physical Level 2
Other Services	
Established Visit-Level II (non-job	

related)	
Established Visit-Level III (non-job related)	
Human Performance Evaluation (HPE) establishment	Establishment of Human Performance Evaluation for designated job classification, including on-site task review and development of HPE
Human Performance Evaluation	In-clinic HPE for perspective new-hires
DPD Firing Range Surveillance Exam	Physical, Audiogram,CBCw/Diff, Metabolic Panel (includes BUN, Creatine), Blood Lead ZPP
Lead Exposure Exam	Lead & ZPP-whole blood, CBC w/ Diff, Metabolic Panel (includes BUN and Creatine)
Breath Alcohol Test	
Hearing Screening	Audiogram
Vision Test	
Vision Titmus	
Vision Ishihara/Color	Vision Ishihara/Color
Respirator Fit Test Qualitative	Respirator Fit Test Qualitative
Respirator Use Training	
Respirator Training & Qualitative Fit Testing Combined	
Initial Exposure Exam	
Follow-Up Exposure Exam	
Requested Drug Screen (XO 94)	Regulated Drug Screen/5 Panel Rapid Drug Screen
Hep B Shot (per injection)	Hep B Shot
Flu Shot	Flu Shot
PPD	PPD
Two Step PPD	PPD x2
MMR Vaccine	MMR Vaccine
Rapid Drug Screen	Rapid Drug Screen 5 panel
Combined Post Offer & DOT Physical	DOT Physical & EO94 Physical
Impairment Exam By Treating Physician	
Hazmat Medical Review	Periodic Hazmat Physical, CBC w/ diff, Metabolic Panel, Lipid
Disability Retirement (Without Physical)	
Disability Retirement Physical	
Blood work:	
Comprehensive Metabolic Panel	Albumin;Bilirubin,Total;Calcium;CarbonDioxide; Chlorid e;Creatine;Glucose;Alkaline Phosphatase;Potassium;Protein, Total;Sodium;SGOT (AST);SGPT (ALT);BUN
CBC with Diff	Heamatocrit;Hemoglobin;RBC Count (red blood cells);WBC Count (white blood cell);WBC Differential
Lipid Panel	Total Cholesterol, HDL,Triglycerides
Blood Lead	Blood Lead

Blood Lead ZPP	Blood Lead ZPP
Chem 23	Chem 23
On-Site Testing:	
Hourly Fee	Minimum 2 hours
Drug Screen Collection Fee	Minimum 10 participants
Breath Alcohol Test	Minimum 1 participant
Physical Exam Testing (on-site)	

Police Officer/Fire Fighter Post Offer Physical Exam Protocol:

Mandatory Testing
Medical history review Physical Exam (includes vision) Respirator questionnaire review Audiometry Range of Motion Testing (performed by a Physical Therapist) Chem Screen/Complete CBC PFT (Pulmonary function test) or Spirometry
Optional Testing (performed based on medical necessity)
PA & LAT Chest X-Ray EKG Stress EKG Lead Testing Thyroid
Additional Testing
TB Testing – Group basis (at Academy)

Performed for each physical:

Vision is tested for near/far/color/peripheral acuity.

Respirator Questionnaires/Physical is reviewed and/or performed to certify that an individual may wear a respirator while on the job.

Audiometry tests an individual's ability to hear different frequencies. It establishes an employee's ability to hear the radio, listen to civilian reports, and other job duties. This test also establishes a baseline for future hearing lost claims.

Range of Motion Testing is used to determine if an individual has a normal range of motion in their joints (shoulders, knees, back, etc.) as well as to determine an individual's ability to climb through small openings, climb over obstacles lower than six feet, drag an injured or unconscious person, pull self over obstacles, perform an

evasive maneuver to recover a weapon from a suspect, or to subdue & arrest a resisting/attacking individual. It also establishes a baseline for future work comp. injury claims.

Chem Screen/Complete CBC (fasting) is blood work to include electrolytes, BUN/Creatinine, Glucose, ALT, AST, ALK, Phosphate, Bilirubin T/D, cholesterol level, and complete blood count. Blood work is done to determine chronic blood conditions, liver and other internal organ conditions. If a person has one of these conditions they are in danger when doing extensive physical activity such as running 50 yards or one mile, crawling, climbing, jumping, or carrying persons such as required in the Police Academy.

PFT (Pulmonary Functioning Test) or Spirometry establishes an individual's lung capacity and obstructions one may have to their airways. Shows an individual's vascular ability which is important for extensive physical activity such as running 50 yards or one mile, crawling, climbing, jumping, or carrying persons.

Optional Testing: (performed based on medical necessity)

PA & LAT Chest X-Ray shows objects in the lungs that may be the cause of obstructions in the vascular output, TB scarring, or other conditions that are causing respirator problems. Due to the extensive physical requirements of the Police Officer/Firefighter's job it is important to determine if a post offer candidate has a respirator problem before being required to run, climb, crawl, jump, and perform the physical functions of the respective positions. This may be ordered by the physician as a result of a positive TB Skin Test (PPD), in conjunction with a PFT, due to findings during the physical of difficulty breathing, chest pains, respirator problems, history of heavy smoking or because of a history of other respirator conditions such as asthma.

EKG is a tool to determine if the heart is performing properly and can show a cardiac arrhythmia and other warning signs for a heart condition or heart disease. If a post offer candidate has a heart condition, it may pose a danger or prevent a Police Officer/Firefighter from performing essential job duties such as running, climbing, crawling, dragging or carrying a person, or other physical requirements of the job. An EKG may be ordered by the physician if the candidate has a history of heart condition or disease, or findings during the physical of an irregular heart beat, or chest pain.

EKG Submax Treadmill is a procedure to determine if a candidate is at risk for or has a heart condition that may pose a danger or prevent a Police Officer/Firefighter from performing essential job duties such as running, climbing, crawling, dragging a person, or other physical requirements of the job. A treadmill test is ordered if a candidates EKG is abnormal and/or they have a history of heart condition or disease, certain heart murmurs, certain types of chest pain, etc.

Thyroid/Lipid Panel (fasting) is blood work to determine cholesterol level, chronic

blood conditions, and other internal organ conditions, and thyroid conditions. If a Police Officer/Firefighter has one of these conditions they are in danger when doing extensive physical activity such as running, crawling, climbing, jumping, or carrying persons. This is ordered by the provider if the patient has a history of high blood pressure, obesity, or has symptoms of hyper or hypothyroid conditions, etc.

TB Testing will be scheduled at the beginning of each academy for all participants and will be done at the academy site to determine if a candidate has TB and/or to establish a baseline for future exposure to TB on the job.

Pre-Existing Medical Conditions:

Pre-existing Medical conditions that could have a significant impact on the ability of the candidate to engage in the essential functions of the job must be evaluated. A description of all preexisting condition(s) and the candidate's current symptoms and status regarding these conditions must be included in the medical history completed by the candidate and the medical provider. In addition, the provider must include any physical findings such as range of motion, swelling or other findings that may be present as a result of the pre-existing condition in the report of physical examination. If the condition occurred within the past 12 months, medical records and a report from the personal physician regarding the ability of the candidate to engage in the essential functions of police work or firefighting (whichever is the case) should be obtained prior to clearance. If the condition occurred more than 12 months prior to the examination, medical records and a report from the personal physician may be requested, if this information is determined by the provider to be important in determining ability to perform the essential functions of the job

AGREEMENT

With

INJURY CARE ASSOCIATES, LLC

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EXHIBIT B

PRICING & FEES

Exhibit B		
Pricing		
RFP 29495 - Designated Providers for Workers' Compensation Medical Services		
Vendor Name: Injury Care Associates		
Post Conditional Job Offer Physicals	Additional information about the requirement:	Per Each Pricing
Senior Utility Workers-Post Conditional Job Offer	Pre employment Physical, Range of Motion Test Level 2	\$210.00
Pre-employment PT/OT Exam	Human Performance Evaluation	\$90.00
Civil Svc Post Cond Job Offer Physical with Range of Motion	Pre employment Physical, Range of Motion Test Level 2, CBC w/ diff, Metabolic panel	\$244.00
DOT Physicals (renewals)	DOT Physical	\$115.00
DOT Physicals (new)	DOT Physical, Regulated Drug Screen including MRO	\$115.00
DOT Drug Screens	Regulated Drug Screen including MRO	
Retirement Physical	Physical	\$115.00
Fit For Duty	Fit For Duty Physical Level 2	\$115.00
Other Services		
Established Visit-Level II (non-job related)		\$115.00
Established Visit-Level III (non-job related)		\$115.00
Human Performance Evaluation (HPE) establishment	Establishment of Human Performance Evaluation for designated job classification, including on-site task review and development of HPE	N/A
Human Performance Evaluation	In-clinic HPE for perspective new-hires	\$90.00
DPD Firing Range Surveillance Exam	Physical, Audiogram, CBC w/Diff, Metabolic Panel (includes BUN, Creatine), Blood Lead ZPP	\$264.00
Lead Exposure Exam	Lead & ZPP-whole blood, CBC w/ Diff, Metabolic Panel (includes BUN and Creatine)	\$122.00
Breath Alcohol Test		\$60.00
Hearing Screening	Audiogram	\$55.00
Vision Test		
Vision Titmus		\$45.00
Vision Ishihara/Color	Vision Ishihara/Color	\$15.00
Respirator Fit Test Qualitative	Respirator Fit Test Qualitative	\$60.00
Respirator Use Training		\$15.00
Respirator Training & Qualitative Fit		\$75.00
Testing Combined		\$75.00
Initial Exposure Exam		W/C Fee Schedule
Follow-Up Exposure Exam		W/C Fee Schedule
Requested Drug Screen (XO 94)	Regulated Drug Screen/5 Panel Rapid Drug Screen	\$60.00
Hep B Shot (per injection)	Hep B Shot	\$90.00
Flu Shot	Flu Shot	\$35.00
PPD	PPD	N/A
Two Step PPD	PPD x2	N/A
MMR Vaccine	MMR Vaccine	\$165.00
Rapid Drug Screen	Rapid Drug Screen 5 panel	\$60.00
Combined Post Offer & DOT Physical	DOT Physical & EO94 Physical	\$115.00
Impairment Exam By Treating Physician	Periodic Hazmat Physical, CBC w/ diff, Metabolic Panel, Lipid	\$365.00
Hazmat Medical Review		\$45.00
Disability Retirement (Without Physical)		N/A
Disability Retirement Physical		\$250.00
Blood work:	Albumin; Bilirubin, Total; Calcium; Carbon Dioxide; Chloride; Creatine; Glucose; Alkaline Phosphatase; Potassium; Protein, Total ; Sodium; SGOT; (AST); SGPT (ALT); BUN	\$18.00
CBC with Diff	Heamotocrit; Hemoglobin; RBC Count (red blood cells);WBC Count (white blood cell);WBC Differential	\$16.00
Lipid Panel	Total Cholesterol, HDL, Triglycerides	\$25.00
Blood Lead	Blood Lead	\$28.00
Blood Lead ZPP	Blood Lead ZPP	\$60.00
Chem 23	Chem 23	\$18.00
On-Site Testing:		
Hourly Fee	Minimum 2 hours	\$65.00/hr
Drug Screen Collection Fee	Minimum 10 participants	\$32.00
Breath Alcohol Test	Minimum 1 participant	\$90.00
Physical Exam Testing (on-site)		\$165.00
Mandatory Testing		
Medical history review		\$45.00
Physical Exam (includes vision)		\$115.00
Respirator questionnaire review		\$45.00
Audiometry		\$55.00
Range of Motion Testing (performed by a Physical Therapist)		\$95.00
Chem Screen/Complete CBC		\$16.00
PFT (Pulmonary function test) or Spirometry		\$55.00
Optional Testing (performed based on medical necessity)		
PA & LAT Chest X-Ray		\$90.00
EKG		\$90.00
Stress EKG		\$250.00
Lead Testing		\$28.00
Thyroid		\$30.00
Additional Testing		
TB Testing – Group basis (at Academy)		N/A
QuantIFERON TB Blood Test		\$85.00

AGREEMENT

With

INJURY CARE ASSOCIATES, LLC

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EXHIBIT C

ACORD Certificate of Liability Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/5/2023

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 CCIG 155 Inverness Drive West Englewood, CO 80112	CONTACT NAME: Diana Rojas PHONE (A/C, No, Ext): (720) 330-7909 FAX (A/C, No): (303) 799-0156 E-MAIL ADDRESS: Diana.Rojas@thinkccig.com	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Travelers Casualty and Surety Company of America		31194
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED

Injury Care Associates, LLC
 2490 W 26th Ave, STE 5A
 Denver, CO 80211

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 checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		6803P5921572342	11/25/2023	11/25/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X		BA9W3656852342G	9/21/2023	9/21/2024	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 <input checked="" type="checkbox"/> RETENTION \$ 5,000			CUP3P9601552342	11/25/2023	11/25/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 As required by written contract or written agreement, City and County of Denver is included as Additional Insured for ongoing operations under General Liability and Automobile Liability.

CERTIFICATE HOLDER**CANCELLATION**

City and County of Denver Purchasing Division 201 W. Colfax Ave. Department 304, 11th Floor Denver, CO 80202	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)

11/20/2023

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 Associates Insurance Group 7395 E. Orchard Rd. Greenwood Village CO 80111	CONTACT NAME: Maston Prewitt PHONE (A/C, No, Ext): (303) 793-3388 FAX (A/C, No): (303) 793-3386 E-MAIL ADDRESS: mprewitt@getagc.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Pinnacol NAIC # 41190	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** Master **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 \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			4144793	01/01/2023	01/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Injury Care Associates LLC is covered under the master policy for Intandem Human Resources LLC with regard to workers compensation. Samuel Chan is the approved officer excluded from coverage.

CERTIFICATE HOLDER

City and County of Denver Purchasing Division 201 W. Colfax Ave Dept 304, 11th Floor Denver CO 80202	CANCELLATION 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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**CYBER LIABILITY AND COVERED PROCEEDINGS
HIGHER LIMITS ENDORSEMENT
(Claims-Made and Reported Coverage)**

Injury Care Associates LLC
2490 W 26th Ave
Ste 5A
Denver, CO 80211-5300

Policy Number: PCC0013910
Endorsement Number: A
Effective Date: 01/01/2024

Policy Term: From: 01/01/2024 to 01/01/2025

Retroactive Date: 01/09/2017

SCHEDULE OF COVERAGES AND LIMITS

Coverage(s) Purchased (a checked box indicates that the coverage has been purchased)					
<input checked="" type="checkbox"/>	Cyber Liability				
<input checked="" type="checkbox"/>	Covered Proceedings				
Limits of Liability (“Nil” indicates that a coverage has not been purchased)					
1.	Cyber Liability				
	Multimedia Liability	\$1,000,000	Each Claim	\$1,000,000	Aggregate
	Security and Privacy Liability	\$1,000,000	Each Claim	\$1,000,000	Aggregate
	Privacy Regulatory Defense and Penalties	\$1,000,000	Each Claim	\$1,000,000	Aggregate
	Breach Event Costs	\$1,000,000	Each Claim	\$1,000,000	Aggregate
	Proactive Privacy Breach Response Costs Sublimit	\$100,000	Each Claim	\$100,000	Aggregate
	Voluntary Notification Expenses Sublimit	\$1,000,000	Each Claim	\$1,000,000	Aggregate
	Network Asset Protection	\$1,000,000	Each Claim	\$1,000,000	Aggregate
	Cyber Extortion	\$1,000,000	Each Claim	\$1,000,000	Aggregate
	Cyber Terrorism	\$1,000,000	Each Claim	\$1,000,000	Aggregate
	BrandGuard®	\$1,000,000	Each Claim	\$1,000,000	Aggregate
	PCI DSS Assessments	\$1,000,000	Each Claim	\$1,000,000	Aggregate
	Cyber Crime	\$100,000	Each Claim	\$100,000	Aggregate
	Cyber Liability Aggregate Limit (all Coverage Agreements combined)			\$1,000,000	
2.	Covered Proceedings	\$1,000,000	Each Claim	\$1,000,000	Aggregate
3.	Combined Annual Aggregate Limit			\$1,000,000	



DECLARATION PAGES

This policy is a claims-made policy.

Under the Cyber Liability coverage, defense expenses will reduce the limits of liability available (called Defense within Limits).

Covered Proceedings and Peer Review coverage pay only for defense expenses.

Please review your policy provisions carefully to understand all of your rights and duties.

Policy Number: PCC0013910

Named Insured: Injury Care Associates LLC

Named Insured/Mailing Address:

Injury Care Associates LLC
2490 W 26th Ave
Ste 5A
Denver, CO 80211-5300

Policy Term: From: 01/02/2024 to 01/02/2025
12:01 A.M. standard time at the address of the **named insured** stated herein.

Policy Number: PCC0013910

COVERAGES

LIMITS OF LIABILITY

- | | |
|--------------------------------------|---|
| A. Professional Liability..... | As Scheduled Below |
| B. Covered Proceedings | \$50,000 annual aggregate per individual named insured
\$50,000 annual aggregate per individual allied health professional
\$50,000 combined annual aggregate for all insured professional corporations listed on the Declaration Pages or endorsement
\$150,000 policy aggregate;
Aggregate policy limit subject to all other terms and conditions |
| C. Peer Review Incident | \$unlimited per individual named insured |
| D. Cyber Liability..... | \$100,000 per individual named insured
Aggregate limit subject to physician count (see supplementary coverage booklet) |

Named Insured: Injury Care Associates LLC

Retroactive Date: 01/09/2017

Specialty/Classification: Entity/Corp Specialty

Coverage(s)	Limits of Liability	Premium
A. Professional Liability:	\$1,000,000 each medical incident \$3,000,000 annual aggregate	\$5,363
Deductible (coverage A only):	\$N/A	
B. Covered Proceedings	As above	Included
C. Peer Review Incident	As above	Included
D. Cyber Liability	As above	Included
Annual Premium		\$5,363