

FOURTH AMENDATORY AGREEMENT

This **FOURTH AMENDATORY AGREEMENT** is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **MARSH CLEARSIGHT, LLC**, a Delaware limited liability company, whose address is 540 West Madison Street, Suite 1200, Chicago, IL 60661 (“Vendor”), jointly “the Parties.”

WITNESSETH:

WHEREAS, the Parties entered into an Agreement effective November 01, 2013, and Amendatory Agreement on April 14, 2015, a Second Amendatory Agreement on January 14, 2016, and a Third Amendatory Agreement on March 31, 2016, relating to maintenance services and support for STARS™ software, including Federal Medicare reporting (the “Agreement”); and

WHEREAS, the Parties wish to amend the Agreement to amend the Statement of Work and increase funding.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations herein set forth, the Parties agree as follows:

1. All references to “...Exhibits A, B, C, and D” in the existing Agreement shall be amended to read: “...Exhibits A, B, C, D, and E as applicable...” The Statement of Work #5 marked as Exhibit E is attached and incorporated by reference.

2. Articles 5(A) and 5(D)(i) of the Agreement entitled “**Fee**” and “**Maximum Contract Liability**” are amended to read as follows:

“5. COMPENSATION AND PAYMENT:

A. **Fee**: The fee for the Licensed Software and Services described in Statement(s) (collectively, the “Fee”) are as follows.

Statement of Work #1

- Annual Fee: \$ 145,775 (year 1-prorated for 14 months)
- Annual Fee: \$ 124,950 (years 2-3)
- Annual Fee: \$ 132,173 (years 4-5, subject to the City’s renewal of this Agreement in accordance with Section 4)

Statement of Work #2

- One-time Fee: \$35,000

Statement of Work #3

- Annual Fee: \$ 22,750 (year 1-prorated for 14 months)
- Annual Fee: \$ 19,500 (years 2-3)
- Annual Fee: \$ 19,500 (years 4-5, subject to the City’s renewal of this Agreement in accordance with Section 4)

Statement of Work #4

- One-time fee: \$30,280
- Annual Fee: \$700

Statement of Work #5

- One-time fee: \$62,400
- Annual Fee: \$1,050

The Fee shall be paid pursuant to the City’s Prompt Payment Ordinance and in accordance with the Payment Schedule in the SOWs.”

D. Maximum Contract Liability:

(i) Any other provision of this Agreement notwithstanding, in no event shall the City be liable for payment for services rendered and expenses incurred by the Vendor under the terms of this Agreement for any amount in excess of the sum of **EIGHT HUNDRED EIGHTY-NINE THOUSAND EIGHT HUNDRED TWENTY-SIX DOLLARS AND ZERO CENTS (\$889,826.00)**. The Vendor acknowledges that any work performed by Vendor beyond that specifically authorized by the City is performed at Vendor’s risk without authorization under this Agreement.”

3. The Agreement is assumed by the Vendor and is affirmed and ratified in each and every particular.

EXHIBITS

Exhibit E-Statement of Work #5

[SIGNATURE PAGES FOLLOW]

Contract Control Number:

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:

By _____

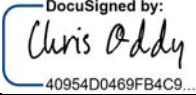
By _____

By _____



Contract Control Number: FINAN-201311634-04

Contractor Name: MARSH CLEAR SIGHT LLC

By:  _____
40954D0469FB4C9...

Name: Chris Oddy
(please print)

Title: CFO
(please print)

ATTEST: [if required]

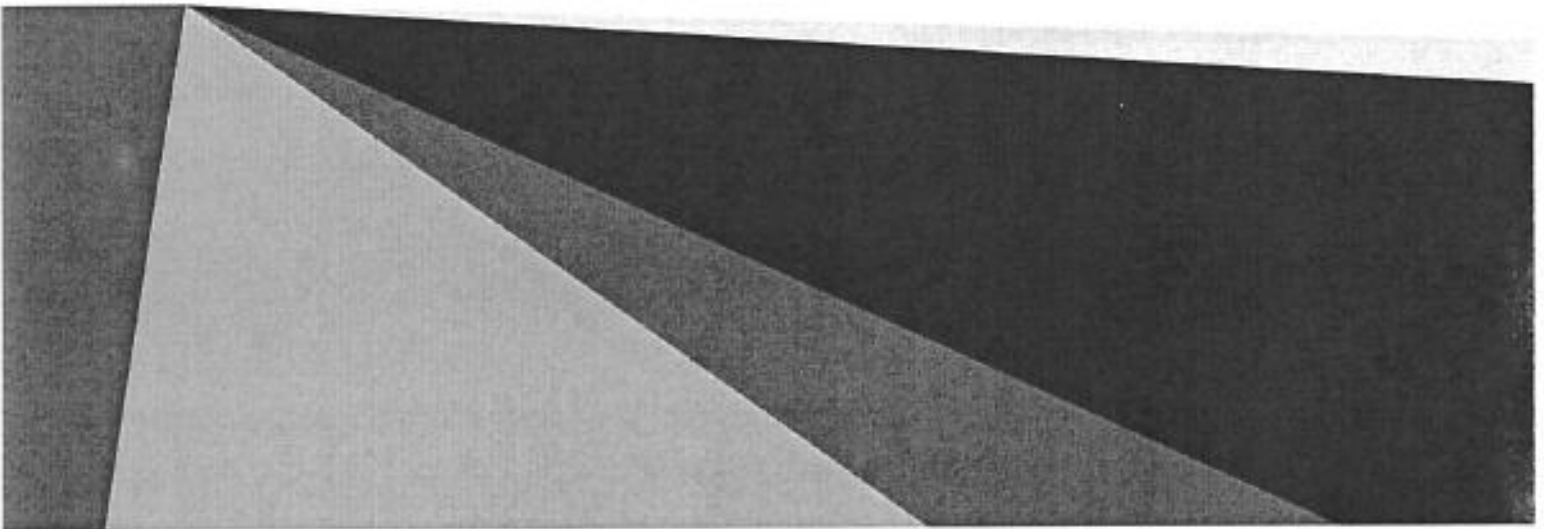
By: _____

Name: _____
(please print)

Title: _____
(please print)



**STATEMENT OF WORK #5
FOR CITY AND COUNTY OF DENVER**



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Statement of Work #5 for Marsh ClearSight Enterprise Software

This Statement of Work # 5 ("Statement of Work") describes services to be performed by Marsh ClearSight LLC ("Marsh ClearSight") for City and County of Denver ("Client"). This Statement of Work is subject to all the terms and conditions of the Software License and Services Agreement entered into by the parties on November 1, 2013 (the "Agreement").

This Statement of Work is effective on October 1, 2016 (the "SOW # 5 Effective Date") and will remain in effect through December 31, 2018, unless terminated sooner in accordance with the Agreement. In the event that the Agreement is automatically renewed upon its expiration in accordance with its terms, this SOW #5 shall automatically renew with the Agreement in accordance with such terms,

Any capitalized terms not defined in this Statement of Work shall have the same definitions as set forth in the Agreement.

1. **Project Scope and Deliverables:** Identifiable deliverables included in this Statement of Work
2. **Maintenance Services and Support:** Ongoing software maintenance and related support
3. **Pricing and Invoice Schedule:** Cost breakout for project products and ongoing services
4. **Statement of Work Approval**
5. **Appendices and Additional Approvals:** Additional details that apply to information contained in this Statement of Work

1. Project Scope and Deliverables

The following describes all initial Services to be performed by Marsh ClearSight under this Statement of Work. Any services or deliverables not specified in *What's Included in this Deliverable* column are expressly excluded from this Statement of Work.

A. Required Meetings

Deliverable	Description	What's Included in this Deliverable
Kickoff Meeting	Initial meeting to kickoff project	▶ Project binder.

B. Standard System Configuration

The following deliverables will be configured using standard configuration tools in the ClearSight Enterprise software.

Deliverable	Description	What's Included in this Deliverable
Screen Design	<p>Creation of layout and design to be viewed by Marsh ClearSight Enterprise users in various areas of the Software.</p> <p>Interview Entry configuration is not included as part of the Screen Design deliverable and can be found in the Advanced Feature Setup and Universal Solutions section if included.</p>	<ul style="list-style-type: none"> ▶ Claim/Incident Screens – Customization of Four Claim Forms for AL, Property, WC and Ergo major coverages. ▶ All new fields are accounted for in Incident Manager and Interview Entry sections. ▶ Incident Manager Screens- Customizations of Four incident forms for AL, Property, WC and Ergo major coverages. ▶ Up to 65 fields for AL, 25 for Property, 30 fields for WC and 30 fields for Ergo. ▶ Includes screen labels, codes, and code dependencies setup.
Location Manager	Configuration of location hierarchy in Marsh ClearSight Enterprise.	<ul style="list-style-type: none"> ▶ Includes updates to locations to include email addresses for notification into misc user/text fields for up to 60 combinations,
Security Configuration	Includes setup of user IDs and access rights for users in Marsh ClearSight Enterprise based on specifications provided by Client.	<ul style="list-style-type: none"> ▶ Marsh ClearSight will configure user IDs and security for 3 users for up to 3 distinct access type groups.

C. Advanced Feature Setup and Universal Solutions

This section describes implementation services related to the configuration of the following Software features. These are features that are included in the Software but require additional configuration time.

Deliverable	Description	What's Included in this Deliverable
Events and Validations	Marsh ClearSight will configure business rules using standard event and validation tool in ClearSight Enterprise based on specifications provided by Client within the parameters of standard ClearSight Enterprise functionality. Examples include auto-fixes, auto-dairies, auto-emails or additional system validations.	<ul style="list-style-type: none"> ▶ Up to 8 Events are included for AL and Property. ▶ Up to 5 Events are included for WC. ▶ Up to 2 Events are included for Ergo.

Deliverable	Description	What's Included in this Deliverable
<p>Interview Entry Configuration</p>	<p>Marsh ClearSight will configure Interview Entry in Marsh ClearSight Enterprise after consultation with Client and based on specifications mutually agreed to by the parties.</p>	<ul style="list-style-type: none"> ▶ 4 forms and 4 paths are included for AL, Property, WC and Ergo coverages ▶ Start page ▶ 4 Event Specific Pages (AL, Property, WC and Ergo). ▶ Submission Page ▶ Additional terms and conditions applicable to the Agreement and Sample intake forms are provided in Interview Entry Appendix.
<p>Anonymous Login used with Interview Entry</p>	<p>Marsh ClearSight will configure anonymous login for use with interview entry based on specifications provided by Client. Client is responsible for validating that anonymous login security does not permit access to previously entered Client Data and only permits the user to enter new Client Data.</p> <p>Additional terms and conditions, as set forth in the Maintenance Services and Support Section, apply to this deliverable.</p>	<ul style="list-style-type: none"> ▶ Setup of anonymous access is included for up to 3 distinct anonymous logins based on department

D. Project Management

Deliverable	Description	What's Included in this Deliverable
<p>Project Management</p>	<p>The Project Management Institute's (PMI) best practices for managing projects via the Marsh ClearSightPro™ methodology.</p>	<ul style="list-style-type: none"> ▶ Project schedule indicating estimated project completion, critical paths and slack ▶ Project status reports and calls, to discuss activities completed, activities scheduled and issues ▶ Implementation support from the Marsh ClearSight Project Management Office (PMO)

Client User Acceptance Testing	Client User Acceptance Testing is required for approval of all deliverables outlined in the Project Scope and Deliverables section. If Client does not provide Marsh ClearSight with feedback, the deliverable will be deemed accepted thirty (30) days after delivery.	<ul style="list-style-type: none"> Marsh ClearSight will provide Client with project deliverable for User Acceptance Testing and will provide Client guidance on the testing process.
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Additional details regarding project approach and responsibilities can be found in the Project Management Appendix.

2. Maintenance Services and Support

The following describes the services included for the ongoing maintenance of this account. Marsh ClearSight will license the following software to Client in accordance the terms and conditions of the Agreement:

A. Software Product Licenses and Maintenance

Core Software Deliverables	Description
Marsh ClearSight Enterprise	<ul style="list-style-type: none"> 3 Anonymous User licenses, Marsh ClearSight Enterprise Edition

Core Software Deliverables	Description
<p>Anonymous Incident Entry - Additional Terms and Conditions</p>	<ul style="list-style-type: none"> ▶ Anonymous access to Licensed Software is to be used by Client's staff solely to enter occasional workplace or healthcare incidents (each, an "Anonymous Seat"), but not any other purpose. ▶ Access to Licensed Software must be via Client's password protected intranet. ▶ The Licensed Software may be accessed by a user of the Anonymous Seat only through a single sign-on (SSO). ▶ Client shall ensure that the username and password for the Anonymous Seat is provided only to those authorized employees ▶ Client shall maintain a list of individual users that have access to the username and password for the Anonymous Seat. ▶ No more than 20 concurrent users may access or use the Licensed Software under a single ID/password at the same time. ▶ Anonymous entry does not permit identification of individual users, including their IP addresses ▶ Client shall be solely responsible for its decision to permit anonymous access without requirement for individual usernames and passwords and acknowledges and agrees that foregoing individual unique usernames and passwords for each user will eliminate the security features inherent in the use of such unique usernames and passwords ▶ Client shall be solely responsible for ensuring that the appropriate access restrictions in the Licensed Software are established for the users of the Anonymous Seat, including by setting access controls that limit the Client Data accessible and viewable by such users ▶ Marsh ClearSight shall not be responsible or liable for any errors in the Licensed Software arising from concurrent users in excess of the number specified in this Statement of Work above.

B. Advanced Features and Universal Solutions

This section provides details about advanced system features included in this Statement of Work.

Deliverable	Description
Maintenance of Advanced Features and Universal Solutions	Maintenance services related to Advanced Features and Universal Solutions included in attached Project Scope and Deliverables section will be applied against the Client Support Hours. If set Client Support Hours are depleted, additional Client Support Hours will be charged as incurred.

3.Pricing and Invoice Schedule

See Financial Appendix for additional billing details. Fees do not include applicable taxes. All fees are subject to U.S. State Sales Tax, where applicable. The below Fees may include implementation, migration, professional services and licensing fees.

Fee Description	Amount	Payment Schedule
Implementation Fee	\$62,400	▶ Billed on SOW #5 Effective Date.
Annual Subscription Fee	\$1,050.00	▶ Billed annually, beginning on SOW #5 Effective Date.

Client acknowledges and agrees that Fees related to this Statement of Work are based on the assumption that the information required for Marsh ClearSight work is made available by Client, and Client key personnel during the course of Marsh ClearSight work will provide the support necessary to complete each deliverable. If delays or other unanticipated problems which are beyond Marsh ClearSight control occur this may result in additional fees, which Marsh ClearSight will discuss with Client as soon as identified.

Additional deliverables outside of the scope of this statement of work, as requested by the Client and agreed by Marsh ClearSight, will be billed at the discounted hourly rate of \$195 / hour [standard hourly rate: \$250 / hour].

4. Statement of Work Approval

This offer will expire on -September 30, 2016.

IN WITNESS WHEREOF, the undersigned have duly executed this Statement of Work, or have caused this Statement of Work to be duly executed on their behalf as of the SOW #5 Effective Date.

Marsh ClearSight LLC

City and County of Denver

Name Chris Oddy

Name

DocuSigned by:

Chris Oddy

Raymond Sibley

Signature

Signature

CFO

Dir. of Risk Management

Title

Title

9/26/2016

9-28-16

Date

Date

Project Management Appendix

Engagement Methodology - The Marsh ClearSightPro™ project management methodology is a disciplined approach to project communications and project management and control. It incorporates timely check-points to ensure Client expectations of deliverables are consistent with Marsh ClearSight's expectations.

This engagement methodology requires mutual communications and project management discussions between Marsh ClearSight and Client. This collaboration will appear in the form of regular status meetings, change control procedures as necessary and frequent project progress reports.

Customer Role Review

The Customer Role Review is designed to help Marsh ClearSight's clients understand their part in the major activities of a Marsh ClearSight project. It outlines major milestones, highlights decisions needed from Client and points out implications of changes to the project scope.

The following Client roles are recommended for a successful project:

Client Business Sponsor – This person will be responsible for final approval and signoff on all deliverables. They will also serve as a point of escalation for any project related risks or issues.

Client Project Manager – This person will work directly with the Marsh ClearSight project manager to manage project timelines, risks and align Client resources to complete tasks within the timelines outlined in the project schedule.

Client System Administrator – This person will be the ongoing resource assigned to maintain the ClearSight Enterprise software. They will work directly with the project team to define specifications and understand configuration options selected during implementation.

Milestones

Project milestones act as thresholds and help to indicate whether a project is on track to finish as expected. Specific milestones vary by project, but in general, they are defined as the group of accomplishments, results, deliverables and events that measure project progress. The following outlines typical project milestones in a Marsh ClearSight project and provides a high level overview of what the Marsh ClearSight team will need from Client in order to perform Marsh ClearSight's obligations under this Statement of Work.

Major Milestone	Client Contributions
Kickoff meeting	A successful kickoff meeting requires attendance by project sponsor, project managers and end users. Identification of decision maker or point-person during this meeting is essential. Client and Marsh ClearSight will review the Statement of Work during this meeting to confirm accuracy and completeness of project deliverables.
Completion of specifications.	Engagement during specification process; Client may need to produce sample of output files or data from legacy system(s) to be integrated with Marsh ClearSight software.
Test environment established	If installation is local, hardware for test environment is to be supplied by Client. ASP installations will include a test environment provided by Marsh ClearSight.

Transfer of deliverables from test to production environment.	Commitment to structured user acceptance testing and signoff on deliverables at the conclusion of User Acceptance Testing (UAT). Please note that Client UAT is generally required within 2 weeks from Client's receipt of a deliverable from Marsh ClearSight. A deliverable will be deemed accepted if no feedback is received by Marsh ClearSight within thirty (30) days of delivery to Client.
Major Milestone	Client Contributions
Training	Successful training requires a complete audience of stakeholders and end users. If training is to be held at Client's facility, Client will be responsible for securing a training location/room, requesting staff participation, scheduling, etc.

Decisions Needed

Throughout the project, the Marsh ClearSight team will need Client to make choices about the implementation of the ClearSight Enterprise software. Decisions vary by project, but in general, they follow the nature of the decisions outlined in the table below. Also included in this table is the nature of the information to be provided by Client and a rough estimate of the timeframe.

Decisions and Actions Needed	Information Needed	Timeframe
System specifications	Decisions regarding screen designs, security setup and other system specifications such as custom reports.	Beginning of project
Validation of data conversion deliverables	Approval and signoff is needed on data mappings and prior to final load of conversion into the system.	Middle of project.
Decisions regarding third-party deliverables	Decisions may be required if third-party data/information is late, incomplete or missing.	Middle of project
Signoff on deliverables	Project sponsor required to sign off on all incremental deliverables and final implementation within ten (10) business days of Client's receipt of any deliverable.	Middle of project and End of project.

Change Deadlines

Research shows that for every month a project progresses there is a 1 – 2% increase in the scope of the project. This is evident even in controlled conditions (i.e. project management). Further, as the project progresses, the cost of change increases substantially – change becomes more expensive and time-consuming. With this in mind, Marsh ClearSight recommends placing a limit on change requests through change deadlines. Please note that change deadlines are *recommendations* to maintain the project schedule. Mutually acceptable changes to this Statement of Work will be outlined in a written amendment to the Statement of Work and may result in additional cost to Client.

Change control procedures consist of:

- Problem Identification (Client)
- Impact Estimation (Marsh ClearSight)
- Signoff of change control documentation (Client)
- Change Initiation (Marsh ClearSight)
- Change Validation (Client)
- Approvals and Acceptance (Client)

The Marsh ClearSight project manager works with Client to define what constitutes a minor change, a change to existing scope or a change outside scope. Changes allowed will be based on the agreed upon project timeline and will adhere to the below basic guidelines for all Marsh ClearSight projects.

Change Type	Recommended Deadline
Minor changes	Permitted up to month prior to "go live"
Changes to existing project scope	Permitted up to the mid point of implementation
Changes outside project scope	Permitted up to the first quarter point of implementation

Agreed to by: Marsh ClearSight LLC


409540019355403

Signature:

Chris Oddy

Name:

CFO

Title:

9/26/2016

Date:

Agreed to by: City and County of Denver



Signature:

Raymond Sibley

Name:

Dir. of Risk Mgmt

Title:

9-28-16

Date: