

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES (this “**Agreement**”) is made and entered into, effective as of the date set forth on the City’s signature page below (“**Effective Date**”), by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “**City**”) and **MOUNTAIN WEST SERIES OF LOCKTON COMPANIES, LLC**, a series established by Lockton Companies, LLC, a Missouri series limited liability company, whose principal place of business is 8110 E. Union Avenue, Ste. 700, Denver, CO 80237 (the “**Consultant**”), which may be individually referred to herein as a “**Party**” or jointly referred to as the “**Parties**.”

In consideration of the mutual agreements contained in this Agreement, and subject to the terms and conditions stated in this Agreement, the Parties agree as follows:

1. WORK TO BE PERFORMED:

A. Services: The Consultant shall diligently undertake, professionally perform, and complete all of the services and produce all the deliverables described in the **Scope of Services** attached hereto as **Exhibit A** and the **Fees and Rates** set forth in the attached **Exhibit B**, both of which exhibits are incorporated herein by this reference, and pursuant to the privacy terms and conditions as set forth in **Exhibit C**, the Business Associate Agreement, attached hereto and incorporated herein by this reference. The Consultant shall faithfully perform the work required under this Agreement in accordance with the standards of care, skill, training, diligence and judgment provided by highly competent professionals who perform work of a similar nature to the work described in this Agreement. Any professional services specified under this Agreement which requires the employment of licensed or registered personnel shall be performed by licensed or registered personnel.

B. Oversight: The Consultant shall conduct the work under the general direction of and in coordination with the Executive Director of the Office of Human Resources, or the Executive Director’s designee (referenced herein as the “**Executive Director**” or “**Director**”) and the employee(s) assigned to manage the work and make every reasonable effort to fully coordinate all services with any City agency or any person or firm under contract with the City doing work which affects the Consultant’s work. All records, data, specifications and documentation prepared by the Consultant under this Agreement, when delivered to and accepted by the Director, shall become the property of the City. The Consultant agrees that the Department may review any of the procedures used by it in doing the work under this Agreement as well as all notes and other documents used in performing the work.

C. The Executive Director shall have authority to sign any ancillary documents necessary to implement the services contemplated by this Agreement, including the attached **Exhibit C**. The Executive Director’s signature authority is limited and shall not create any liability or legal obligations to the City beyond those liabilities and obligations expressly contemplated by this Agreement.

2. **TERM:** The term of this Agreement shall commence upon final execution by all parties, and shall expire at 11:59:59 p.m. on December 31, 2024, unless this Agreement is terminated earlier as provided in this Agreement or is extended as provided in a separate written amendment to this Agreement (“**Term**”). Subject to the Director’s prior written authorization, the Consultant shall complete any work in progress as of the expiration date, and the Term will be extended until the work is completed or earlier terminated by the Director; however, the total amount paid to the Consultant shall not exceed the Maximum Contract Amount specified in subsection 3.A below.

3. **COMPENSATION AND PAYMENT:**

A. **Maximum Contract Amount:** The Maximum Contract Amount to be paid by the City to the Consultant shall in no event exceed the sum of **One Million Twenty-Five Thousand and No/100 Dollars (\$1,025,000.00)**, unless this Maximum Contract Amount is increased by written amendment to this Agreement. The Consultant acknowledges and affirms that it shall perform all the services and provide all deliverables, as specified in this Agreement, within the specified Maximum Contract Amount.

B. **Reimbursable Items:** No reimbursable expenses are permitted under this Agreement unless they are specifically listed in **Exhibit B** or pre-approved in writing by the City. The City will not compensate the Consultant for expenses such as postage, local travel, mileage, telephone, parking, letter sized reproductions or messenger service costs incurred in connection with this Agreement. Such costs are included in the hourly rates paid by the City.

C. **Payments:** Monthly payments shall be made to the Consultant in accordance with the progress of the work as set out in **Exhibit A** and the fees and rates specified in **Exhibit B** as limited by the Maximum Contract Amount. Monthly invoices submitted by the Consultant to the Department must fully document services rendered, and any other authorized and actually incurred expenses which are reimbursable, and must be approved by the Director in writing in order to be eligible for compensation under this Agreement. All invoicing and payments are subject to the City’s Prompt Payment Ordinance, §§ 20-107 through 20-118, D.R.M.C. Upon receipt of invoice(s) from the Consultant, the City shall reimburse the Consultant for fees earned prior to the effective date of this Agreement, in accordance with this Agreement, for the months of January 2020 through November 2020.

D. **Subject to Appropriation; No Multiple Year Obligation:** It is understood and agreed that any payment obligation of the City hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Agreement, encumbered for the purpose of this Agreement and paid into the Treasury of the City. The Consultant acknowledges that (i) the City does not by this Agreement, irrevocably pledge present cash reserves for payments in future fiscal years, and (ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

E. **Amendment:** The Consultant acknowledges that the City is not obligated to execute an amendment to this Agreement for any further phase of work by the Consultant beyond the work described in **Exhibit A**, and that any further phase of work performed by the Consultant

beyond that specifically described or without an amendment to this Agreement is performed at the Consultant's risk and without authorization under this Agreement.

4. TERMINATION:

A. The City has the right to terminate this Agreement with cause upon written notice effective immediately, and either party may terminate the Agreement without cause upon 30 days' prior written notice to the other Party. However, nothing gives the Consultant the right to perform services under this Agreement beyond the time when its services become unsatisfactory to the Executive Director.

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

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

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

5. RIGHTS AND REMEDIES NOT WAIVED: In no event shall any action or inaction, including any payments to the Consultant, by the City constitute or be construed to be a waiver by the City of any breach of covenant or default which may then exist on the part of the Consultant, and the City's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to the City with respect to such breach or default. No assent, expressed or implied, to any breach or default shall be deemed or taken to be a waiver of any other breach or default.

6. STATUS OF CONSULTANT: The Consultant is an independent contractor retained on a contractual basis to perform professional or technical services for limited periods of time. Neither the Consultant nor the Consultant's employees or officers are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever. Without limiting the foregoing, the Consultant and the Consultant's employees and officers: a) are not entitled to workers' compensation benefits through the City; b) are not entitled

to unemployment insurance benefits unless unemployment compensation coverage is provided by the Consultant or some other entity besides the City; and c) are obligated to pay federal and state taxes on any monies earned pursuant to this Agreement. Furthermore, it is understood and agreed that nothing in this Agreement is intended, or shall be construed, to constitute a joint venture between the Parties.

7. INSURANCE:

A. General Conditions: The Consultant agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. The Consultant shall keep the required insurance coverage in force at all times during the term of this Agreement, or any extension thereof, and for three years following the termination of this 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. Consultant agrees to provide written notice 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. Consultant shall provide written notice of cancellation and non-renewal 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. The Consultant shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Consultant. The Consultant shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

B. Proof of Insurance: The Consultant may not commence services or work relating to this Agreement prior to placement of coverage required under this Agreement. The Consultant certifies that the certificate(s) of insurance attached as **Exhibit D**, 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 Consultant’s breach of this Agreement or of any of the City’s rights or remedies under this Agreement.

C. Additional Insureds: For Commercial General Liability and Business Auto Liability, the Consultant 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 Commercial General Liability, Commercial Auto Liability and Workers’ Compensation coverages required under this Agreement, the Consultant’s insurer shall waive subrogation rights against the City.

E. Subcontractors and Subconsultants: All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required

by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Consultant. The Consultant shall ensure that all such subcontractors and subconsultants maintain the required coverages.

F. Workers' Compensation/Employer's Liability Insurance: The Consultant shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. The Consultant expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Consultant's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date the Consultant executes this Agreement.

G. Commercial General Liability: The Consultant shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

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

I. Professional Liability: The Consultant shall maintain limits of \$1,000,000 for each wrongful act, and \$1,000,000 aggregate limit for all claims.

J. Cyber Liability: The Consultant shall maintain Cyber Liability coverage with limits of \$1,000,000 each claim 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:

- (i) That this Agreement is an Insured Contract under the policy;
- (ii) Defense costs are outside the limits of liability;

(2) For claims-made coverage, 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.

7A. 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); 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, the Consultant 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), § 24-73-101, et seq., C.R.S., 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: The Consultant confirms and warrants that it complies with 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. Security of Personal Information and access to Software Programs: The Consultant 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 the Consultant, if any, comply with all of the foregoing. The Consultant shall also provide for the security of all Personal Information in accordance all applicable laws, rules, policies,

publications, and guidelines including, without limitation: (i) the Children's Online Privacy Protection Act (COPPA), § 24-73-101, et seq., C.R.S., and (ii) Colorado House Bill 18-1128. The Consultant shall provide the Director, within fifteen (15) days of the Director's written request, view only access of the Consultant's policies and procedures to maintain the confidentiality of Personal Information to which the Consultant has access.

E. Confidentiality; No Ownership by the Consultant: 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 the Consultant as highly confidential information. The Consultant will have no right, title, or interest in any Personal Information or any other data obtained or supplied by the Consultant 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 the Consultant pursuant to this Agreement ("**City Work Product**"). The Consultant has an obligation to immediately alert the City if the Consultant's security has been breached or if the Consultant is aware of any unauthorized disclosure of Personal Information. This Section will survive the termination of this Agreement. Notwithstanding the foregoing, to the extent that any Consultant pre-existing materials are incorporated in or combined with any Deliverable or City Work Product, or otherwise necessary for the use or exploitation of any City Work Product, Lockton hereby grants to City an irrevocable, worldwide, perpetual, royalty-free, non-exclusive license to use, reproduce, distribute copies of, and otherwise exploit such preexisting materials for the City's internal use.

F. Consultant Use of Personal Information and City Work Product: The Consultant 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 the Consultant'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: The Consultant will ensure that, prior to being granted access to Personal Information or City Work Product, Consultant staff who perform work under this Agreement 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 Consultant staff who have a direct need for Personal

Information, City Work Product, or Confidential Information shall have access to any information provided to the Consultant under this Agreement. Prior to allowing any Consultant staff to access or use any Personal Information, City Work Product, or Confidential Information, the Consultant shall require any such Consultant staff to have agreed to terms of confidentiality and non-use no less stringent than those contained herein as part of their employment. The Consultant will inform its Consultant staff of the obligations under this Agreement, and all requirements and obligations of the Consultant under this Agreement shall survive the expiration or earlier termination of this Agreement for a period of five (5) years. The Consultant 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 the Consultant provides its own security protection for the information it discloses to a third-party service provider, the Consultant 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 of Consultant's or Consultant's subcontractors act, error or omission, negligence, misconduct, or breach that compromises the security, confidentiality, or integrity of Personal Information or City Work Product, the Consultant 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 becoming aware of the occurrence describing the measures the Consultant 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 the Consultant'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 the Consultant has taken to

protect the affected individual; (vii) what steps the affected individual can take to protect himself or herself; (viii) contact information for major credit card reporting agencies; and (ix) information regarding the credit and identity monitoring services to be provided by the Consultant. This Section will survive the termination of this Agreement.

I. Data Retention and Destruction: Using appropriate and reliable storage media, the Consultant will regularly backup all City Work Product and Personal Information used in connection with this Agreement and retain such backup copies consistent with the Consultant's data retention policies. Upon termination of this Agreement, at the City's written election, the Consultant will either securely destroy or transmit to City the City Work Product in an industry standard format. Upon the City's request, the Consultant 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 the Consultant, the Consultant 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 the City for a hold on record destruction will be reduced to writing and supplied to the Consultant for its records as soon as reasonably practicable under the circumstances. The City will promptly coordinate with the Consultant regarding the preservation and disposition of these records. The Consultant shall continue to preserve the records until further notice by City. This Section will survive the termination of this Agreement.

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

K. Personal Information Protection: If the Consultant receives Personal Information under this Agreement, the Consultant shall implement and maintain reasonable written security procedures and practices that are appropriate to the nature of the Personal Information and the nature and size of the Consultant's business and its operations. The Consultant shall be a "Third-Party Service Provider" as defined in C.R.S § 24-73-103(1)(i), and shall maintain security procedures and practices consistent with C.R.S §§ 24-73-101 et seq. Unless the Consultant

agrees to provide its own security protections for the information it discloses, the Consultant shall require all its subcontractor, employees, agents, and assigns to implement and maintain reasonable written security procedures and practices that are appropriate to the nature of the Personal Information disclosed and reasonably designed to help protect Personal Information subject to this Agreement from unauthorized access, use, modification, disclosure, or destruction. The Consultant and its subcontractors, employees, agents, and assigns that maintain electronic or paper documents that contain Personal Information under this Agreement shall develop a written policy for the destruction of such records by shredding, erasing, or otherwise modifying Personal Information to make it unreadable or indecipherable when the records are no longer needed.

8. DEFENSE & INDEMNIFICATION:

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

B. The Consultant’s duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. The Consultant’s duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City’s negligence or willful misconduct was the sole cause of claimant’s damages.

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

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

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

9. COLORADO GOVERNMENTAL IMMUNITY ACT: The Parties hereto understand and agree that the City is relying upon, and has not waived, the monetary limitations

and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101, et seq., C.R.S.

10. PERMITS, LICENSES, TAXES, CHARGES AND PENALTIES: The Consultant agrees to pay promptly all taxes, excises, license fees, and permit fees of whatever nature applicable to its operations or activities under this Agreement, and to take out and keep current all required licenses or permits (federal, state, or local) required for the conduct of its business hereunder, and further agrees not to permit any of said taxes, excises or license or permit fees to become delinquent. The Consultant further agrees to pay promptly when due all bills, debts and obligations incurred by it in connection with its operations and the performance of this Agreement and not to permit the same to become delinquent. The City shall not be liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts which the City may be required to pay under § 20-107 to § 20-115, D.R.M.C. The City is a tax exempt entity.

11. EXAMINATION OF RECORDS AND AUDITS: Any authorized agent of the City (who is not a direct competitor of Consultant), including the City Auditor or his or her representative, has the right to access, and the right to examine, , at the City's election in paper or electronic form, any pertinent books, documents, papers and records related to the Consultant's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement upon reasonable advance written notice and during reasonable business hours and subject to the Consultant's security and confidentiality obligations. The Consultant shall cooperate with City representatives and City representatives shall be granted view only access to the foregoing documents and information during reasonable business hours for three (3) years after the final payment under this Agreement. 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 the Consultant to make disclosures in violation of state or federal privacy laws. The Consultant shall at all times comply with D.R.M.C. 20-276.

12. ASSIGNMENT & SUBCONTRACT: Unless otherwise expressly provided in this Agreement, the Consultant shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Executive Director's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and will be cause for termination of this Agreement by the City. The Executive Director shall have sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate this Agreement because of unauthorized assignment or subcontracting. In the event of any unauthorized subcontracting or assignment: (i) the Consultant shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any sub-consultant, subcontractor or assign.

13. NO THIRD PARTY BENEFICIARY: Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved

to the Parties. Nothing contained in this Agreement shall give or allow any such claim or right of action to or by any third person or entity. Any person other than the City or the Consultant receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

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

15. INTEGRATION & AMENDMENTS: This Agreement, including the exhibits and attachments hereto (each of which is specifically incorporated herein), is the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion, or other modification hereto shall have any force or effect unless embodied in this Agreement in writing. No subsequent novation, renewal, addition, deletion, or other modification shall have any force of effect unless embodied in a written amendment to this Agreement properly executed by the Parties. Any oral representation by any officer or employee of the City at variance with terms and conditions of this Agreement or any written amendment to this Agreement shall not have any force or effect nor bind the City.

16. SEVERABILITY: If any provision of this Agreement or any portion thereof is held by a court of competent jurisdiction to be invalid, illegal, unenforceable, or in conflict with any law, except for the provisions of this Agreement requiring prior appropriation of funds and limiting the total amount payable by the City, the validity of the remaining portions or provisions shall 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 this Agreement; and the Consultant shall not hire, or contract for services with, any employee or officer of the City in violation of the City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

B. The Consultant shall not engage in any transaction, activity or conduct which would result in a conflict of interest under this Agreement. The Consultant represents that the Consultant has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Consultant by placing the Consultant's own interests, or the interests of any party with whom the Consultant has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement if the City determines a conflict exists, after the City has given the Consultant written notice describing the conflict.

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

Executive Director or Designee
Denver Office of Human Resources
201 West Colfax Avenue, Dept. 412
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. 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. Day-to-day communications between the Department and representatives of the Consultant may be by email or telephone, as they may agree.

19. DISPUTES: All disputes between the City and the Consultant arising out of or regarding this Agreement shall be resolved by administrative hearings pursuant to the procedure established by § 56-106(b)-(f), D.R.M.C. For the purposes of that procedure, the City official rendering a final determination shall be the Director as defined in this Agreement.

20. GOVERNING LAW; COMPLIANCE WITH LAW; VENUE:

A. Governing Law: This Agreement shall 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 hereby expressly incorporated into this Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments and supplements to the same.

B. Compliance with Law: The Consultant shall perform or cause to be performed all services and work under this Agreement in full compliance with all applicable laws, codes, rules, regulations and orders of the United States of America and the State of Colorado, as well as the Charter, ordinances, rules, regulations, and Executive Orders of the City and County of Denver.

C. Venue: Venue for any legal action relating to this Agreement shall lie in the District Court in and for the City and County of Denver.

21. MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION: This Agreement is subject to all applicable provisions of Divisions 1 and 3 of Article III, of Chapter 28, Denver Revised Municipal Code (D.R.M.C.), designated as Sections 28-31 to 28-36 and 28-52 to 28-90 D.R.M.C. and referred to in this Contract as the "**M/WBE Ordinance**." Without limiting the general applicability of the foregoing, the Consultant acknowledges its continuing

duty, pursuant to Sections 28-72, 28-73, and 28-75 of the D.R.M.C., to maintain throughout the duration of this Contract, compliance with M/WBE participation commitment, upon which the City approved the award of this Contract to the Consultant and the Consultant further acknowledges that failure to maintain such participation commitments or otherwise comply with the requirements of the M/WBE Ordinance shall subject the Consultant to sanctions in accordance with Section 28-77 of the D.R.M.C. Nothing contained in this provision or in the M/WBE Ordinance shall negate the City's right to prior approval of subcontractors, or substitutes therefore, under this Contract.

22. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under this Agreement, the Consultant agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability; and the Consultant further agrees to insert the foregoing provision in all subcontracts hereunder.

23. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS: The Consultant shall cooperate and comply with the provisions of Executive Order 94 and Attachment A concerning the use, possession or sale of alcohol or drugs. Violation of this provision or refusal to cooperate with implementation of the policy can result in the City barring the Consultant from City facilities and from participating in City operations.

24. CONFIDENTIAL INFORMATION; OPEN RECORDS:

A. City Information: The Consultant acknowledges and accepts that, in performance of all work under the terms of this Agreement, the Consultant may have access to proprietary data or confidential information that may be owned or controlled by the City, and that the disclosure of such proprietary data or confidential information may be damaging to the City or third parties. The Consultant agrees that all proprietary data or confidential information provided or otherwise disclosed by the City to the Consultant shall be held in confidence and used only in the performance of the Consultant's obligations under this Agreement. The Consultant shall exercise the same standard of care to protect such proprietary data and confidential information as a reasonably prudent consultant would to protect the Consultant's own proprietary data or confidential information. Proprietary data and confidential information shall include, but not limited to, any materials or information which is designated or marked "Proprietary" or "Confidential" by the City or its agents and provided to or made available to the Consultant by the City, or which is not subject to disclosure pursuant to the Colorado Open Records Act or City ordinance, or which is used by the City under a licensing agreement or other authorization by the owner of the materials or information. Proprietary data and confidential information may be in hardcopy, printed, digital or electronic format.

(1) **Use of Proprietary Data or Confidential Information:** Except as expressly provided by the terms of this Agreement and subject to written permission of the Director, the Consultant agrees that the Consultant shall not disclose, disseminate, transmit, license, sublicense, assign, lease, release, publish, post on the internet, transfer, sell, permit access to, distribute, allow interactive rights to, or otherwise make available the proprietary data or

confidential information, or any part thereof, or any repackaged form of the proprietary data or confidential information, or any part thereof, to any other person, party or entity in any form or media for any purpose other than performing the Consultant's obligations under this Agreement. The Consultant further acknowledges that by providing this proprietary data or confidential information, the City is not granting to the Consultant any right or license to use such data or information except as provided in this Agreement.

The Consultant agrees that any ideas, concepts, knowledge, computer programs, or data processing techniques developed by the Consultant or provided by the City in connection with this Agreement, including any proprietary data or any confidential information, shall be deemed to be the sole property of the City and all rights, including copyright, shall be reserved to the City. The Consultant agrees, with respect to the proprietary data and confidential information, that: (1) the Consultant shall not copy, recreate, reverse, engineer or decompile such data, in whole or in part, unless authorized in writing by the Director; (2) the Consultant shall retain no copies, recreations, compilations, or decompilations, in whole or in part, of such data or information; (3) the Consultant shall, upon the expiration or earlier termination of this Agreement, destroy (and, in writing, certify destruction) or return all such data or information or work products incorporating such data or information to the City. Notwithstanding the foregoing, the Consultant shall be allowed to keep one copy that has been created as a result of automatic disaster recovery archiving, pursuant to Consultant's document retention policy or backup procedures ("**Archival Copy**"), provided, that, such Archival Copy shall remain subject to the Consultant's confidentiality obligations hereunder. The Consultant shall not be obligated to erase or destroy the Archival Copy except pursuant to the Consultant's written document retention policies.

The Consultant shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted data received from, or on behalf of City. It is the responsibility of the Consultant to ensure that all possible measures have been taken to secure the computers or any other storage devices used for City data. This includes industry accepted firewalls, up-to-date anti-virus software, controlled access to the physical location of the hardware itself.

(2) **Employees and Subcontractors:** The Consultant shall inform the Consultant's employees and officers of the obligations under this Agreement, and all requirements and obligations of the Consultant under this Agreement shall survive the expiration or earlier termination of this Agreement. The Consultant shall not disclose proprietary data 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.

(3) **Disclaimer:** Notwithstanding any other provision of this Agreement, the City is furnishing proprietary data and confidential information on an "as is" basis, without any support whatsoever, and without representation, warranty or guarantee, including but not in any manner limited to, fitness, merchantability or the accuracy and completeness of the proprietary data or confidential information. The Consultant is hereby advised to verify the

Consultant's work. The City assumes no liability for any errors or omissions herein. Specifically, the City is not responsible for any costs including, but not limited to, those incurred as a result of lost revenues, loss of use of data, the costs of recovering such programs or data, the cost of any substitute program, claims by third parties, or for similar costs. If discrepancies are found, the Consultant agrees to contact the City immediately.

B. Consultant's Information: The Parties understand that all the material provided or produced under this Agreement may be subject to the Colorado Open Records Act., § 24-72-201, *et seq.*, C.R.S., and that in the event of a request to the City for disclosure of such information, the City shall advise the Consultant of such request in order to give the Consultant the opportunity to object to the disclosure of any of the Consultant's proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and the Consultant agrees to intervene in such lawsuit to protect and assert the Consultant's claims of privilege and against disclosure of such material or waive the same. The Consultant further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of the Consultant's intervention to protect and assert the Consultant's claim of privilege against disclosure under this subsection including, but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

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

26. INTELLECTUAL PROPERTY RIGHTS: The Parties intend that all property rights to any and all materials (in hard copy or electronic form), including but not limited to text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, web pages, music, sketches, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Consultant and paid for by the City pursuant to this Agreement, in preliminary or final forms and on any media whatsoever (collectively, "**Materials**"), shall belong to the City. The Consultant shall disclose all such Materials to the City and shall register such Materials in the name of the City and County of Denver unless the Director direct otherwise in writing. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the Materials are a "work made for hire" and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a "work made for hire," the Consultant, by this Agreement, sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such copyright, patent, trademark and other intellectual property rights in perpetuity.

27. SOFTWARE PIRACY PROHIBITION: The Consultant shall perform no work under this Agreement that results in or from the acquisition, operation, maintenance, or use of computer software in violation of United States copyright laws or applicable licensing restrictions. The Consultant hereby covenants and agrees that, for the term of this Agreement and any extensions, the Consultant has in place appropriate systems and controls to prevent such violations of federal law and licensing restrictions. If the City determines that the Consultant is in violation of this provision, the City may exercise any remedy available at law or equity or under this Agreement, including immediate termination of this Agreement and any remedy consistent with United States copyright laws or applicable licensing restrictions. The indemnification provision of this Agreement shall be applicable to any such violations by the Consultant.

28. NO EMPLOYMENT OF ILLEGAL ALIENS:

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

B. The Consultant certifies that:

(1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.

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

C. The Consultant also agrees and represents that:

(1) It shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

(2) It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to the Consultant that it shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

(3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.

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

(5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, it

will notify such subconsultant or subcontractor and the City within three (3) days. The Consultant shall also then terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.

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

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

29. LEGAL AUTHORITY: The Consultant assures and guarantees that the Consultant possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement. The person or persons signing and executing this Agreement on behalf of the Consultant, do hereby warrant and guarantee that he/she or they have been fully authorized by the Consultant to execute this Agreement on behalf of the Consultant and to validly and legally bind the Consultant to all the terms, performances and provisions herein set forth. The City shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement, if there is a dispute as to the legal authority of either the Consultant or the person(s) signing this Agreement to enter into this Agreement.

30. NO CONSTRUCTION AGAINST DRAFTING PARTY: The Parties acknowledge that each of them and their respective counsel have had the opportunity to review this Agreement and that this Agreement shall not be construed against any party merely because this Agreement or any of its provisions have been prepared by a particular party.

31. ORDER OF PRECEDENCE: In the event of any conflicts between the language of this Agreement and the exhibits, the language of this Agreement shall control.

32. SURVIVAL OF CERTAIN PROVISIONS: The terms and conditions of this Agreement, together with the exhibits and attachments hereto, that, by reasonable implication, contemplate continued performance, rights or compliance beyond the expiration or termination of this Agreement, shall survive this Agreement and shall continue to be enforceable. Without limiting the generality of the foregoing, the Consultant's obligations to provide insurance and to indemnify the City shall 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.

33. INUREMENT: The rights and obligations of the Parties herein set forth shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns, to the extent that such assignments are authorized under this Agreement.

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

35. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: The Consultant consents to the use of electronic signatures by the City. This Agreement, and any other documents requiring a signature hereunder, 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 this 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 this 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.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGES FOLLOW.]**

Contract Control Number:
Contractor Name:

CSAHR-202053662-00
MOUNTAIN WEST SERIES OF LOCKTON CO 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

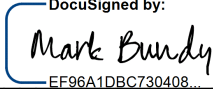
By:

By:

By:

Contract Control Number:
Contractor Name:

CSAHR-202053662-00
MOUNTAIN WEST SERIES OF LOCKTON CO LLC

By:  _____
DocuSigned by:
Mark Bundy
EF96A1DBC730408...

Name: Mark Bundy
(please print)

Title: EVP
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A: SCOPE OF WORK

City and County of Denver Benefit Consultant RFP

Background

The Office of Human Resources (OHR) at the City and County of Denver (CCD or the City), on behalf of the mayoral appointed Health Insurance Advisory Committee is interested in engaging the services of an insurance broker/consultant for the following populations and lines of business.

Population

Active employee population

~8700 civilian employees

~700 uniformed sheriff deputies

~1800 uniformed police officers

~ 900 uniformed fire fighters

Retiree population

~ 3063 retired civilian and sheriff under age 65

~ 320 retired police officers under age 65

~ 1139 retired police officers over age 65

Lines of Business

Medical for the following populations:

1. Active civilian, sheriff and police
 - a. Three medical carriers: UnitedHealth Care, Kaiser Permanente, Denver Health Medical Plan, all fully-insured.
 - b. Each medical carrier offers a high deductible health plan (HDHP) and deductible HMO (DHMO) for a total of six (6) medical plan choices.
2. Retired civilian and sheriff to age 65 – same medical plans as the active population in number 1, above.
3. Retired police officers under age 65 or not eligible for Medicare - same medical plans as the active population in number 1 above, dental and vision are different.
4. Retired police officers over age 65 – 3 plans: Kaiser Senior Advantage and UHC Medicare Advantage and Senior Supplement plans.

5. Over 90% of eligible active employees elect their medical benefits through CCD, and are distributed as follows: 58% Kaiser, 35% United HealthCare and 7% Denver Health Medical plan.
6. 34% of eligible retirees also enroll in medical.

Self-insured dental, employee assistance program (EAP), vision, life insurance (basic life/AD&D, additional life/AD&D and spouse/child life/AD&D), disability (long and short-term), legal and flexible spending account administration (FSA) for the following populations:

Active civilian, sheriff, police and fire.

Supplemental critical illness and group accident insurance for the following populations

Active fire and police

Summary of Groups Covered in Marketing

Group	Medical	Dental	Vision	Life/Disability	1095	FSA	Critical Illness	Group accident	Legal
Active Civilian/Sheriff	X	X	X	X	X	X			X
Retired Civilian/Sheriff	X								
Active Police	X	X	X	X	X	X	X	X	X
Retired Police	X								
Active Fire		X		X	X	X	X	X	X

Summary of Lines of Business Covered in Marketing

Group	Medical	Dental	Vision	Life/Disability	FSA	Critical Illness	Group accident
Active Civilian/Sheriff	3 carriers/ 2 plans each	1 carrier/ 3 plans	1 carrier	1 carrier	1 carrier		
Retired Civilian/Sheriff	3 carriers/ 2 plans each						
Active Police	3 carriers/ 2 plans each	1 carrier/ 3 plans	1 carrier	1 carrier	1 carrier	1 carrier	1 carrier
Retired Police	3 carriers/ 2 plans each	1 carrier/ 3 plans					
Active Fire		1 carrier/ 3 plans		1 carrier	1 carrier	1 carrier	1 carrier

Benefit Philosophy

For medical, CCD intentionally shifted most employees to a High Deductible Health Plan (HDHP) in 2016, with an alternative offering of the deductible HMO (DHMO). Generous employer contributions to both the HDHP premium and health savings account along with deductibles at or slightly above the federal minimum have ensured a nearly 70% enrollment in the HDHPs. It is CCDs intention to continue incentivizing enrollment in the HDHP. CCD also believes the health savings account is an important retirement vehicle for employees.

At the time of this marketing, Denver is transitioning its United HealthCare book of business to self-insured, effective January 1, 2020. Also, effective January 1, 2020, Denver is transitioning from the UHC Navigate plan to the Colorado Doctor's Plan (CDP).

The dental plan is currently self-insured.

The OHR is not interested in extending its current benefit offerings beyond those listed above.

Employee Health Insurance Committee (EHIC)

Background and membership

The EHIC shall advise the career service board and the Office of Human Resources Executive Director of the needs of persons in the employ of the City and County of Denver (excluding uniformed members of the Denver Fire Department), for medical, life, dental, and long-term disability insurance financed, in whole or in part, by the city and shall make recommendations for instituting, altering, implementing, financing or terminating such an insurance program.

The committee has eleven members, one each from the sheriff and police unions, along with one each from both the sheriff and police administrative office to ensure active involvement of both the unions and the department leadership. Six members represent the active civilian population and one represents the retired civilian population.

The committee typically begins meeting as early as December, with monthly meetings continuing through May or June when final decisions are made for the following January renewal.

Union and collective bargaining considerations

Uniformed members of the police and sheriff department are union members and enter collective bargaining sessions with the City for pay and benefits for the following two to three years. As noted in the philosophy section above, the City expects to maintain the HDHP for our uniformed police, sheriff and civilian populations, so only bargains with the unions within the parameters of a HDHP. For the medical plan, this means negotiations are limited to required city premium contributions, maximum deductibles and minimum out of pocket maximums as well as the City contribution to the member's health savings account. Final plan designs, within the parameters of the union contract, are ultimately determined by the EHIC. Each union is allowed to appoint their own representative to the EHIC.

The fire union has been allowed to market and negotiate their own medical and vision benefits, aside from the rest of the City.

Retiree Considerations

The Denver Employee Retirement plan (DERP) administers medical benefits for retirees under age 65. These retirees are underwritten with the City's active civilian population when marketing medical plans, thus, the active population subsidizes the under 65 retiree population. DERP markets the over 65 plans separately, outside the scope of this marketing.

The Department of Safety HR administers medical benefits for retirees under and over age 65. The under 65 retirees are underwritten with the City's active police population when marketing medical plans, thus the active population subsidizes the under 65 retiree population. The over 65 population are

offered various Medicare plans, under various underwriting methods. This group will require an immediate marketing to determine viability of current offerings.

Renewal Schedule

Per executive order, all of CCD's contracts must be marketed every three to five years.

Scope of Work

- The successful bidder shall:
 - a. Assist the designee from OHR in leading the monthly meeting of EHIC, responsibilities include aiding in the preparation of the annual meeting schedule and preparation of the monthly discussion decks for each meeting.
 - b. Present a long-term plan of staggered marketing to the committee
 - c. Draft and evaluate any competitive marketing
 - d. Annually negotiate premiums and plan design changes with contracted carriers and present to EHIC.
 - e. Additional industry specific education, as needed, for individual members.
- Aid Denver in maintaining our self-funded plan, to include:
 - a. annual rate setting, re-insurance recommendations, contingency/margin/IBNR levels, PBM management, and any services required to effectively maintain a self-funded product.
- In 2020, market the post-65 medical benefits for retired police collecting a pension benefit through both the Fire and Police Pension Association (FPPA) and the Denver Old Hire Pension plan. In addition to the dental and vision benefits for over and under 65 police retirees.
- Support the OHR and Department of Safety HR with all contracted ancillary benefits; including vision, additional life, disability, FSA, EAP. legal and 1095 reporting for active employees of the City and County of Denver.
- In accordance with Denver's Executive Order 8, conduct competitive marketing of all contracted benefits every 3-5 years.
- Assist the City in complying with all Federal and State requirements, including the Affordable Care Act, services include, but are not limited to:
 - a. Provide notification of required notices
 - b. Provide templates of all required notices

- c. Provide periodic training to benefit staff and EHIC about recent developments or relevant topics.
- d. Provide guidance to benefit staff for escalated claims and enrollment issues.

Claims Analysis

- Analyze and determine the advantages and financial impact to the City and to the employees and retirees of identified plan and premium changes.
- Provide continued support for the City's self-funded dental plan including claims analysis and rate relativity analysis.
- Create cost tracking database and prepare annual performance reports for all plans that shall include paid claims analysis and plan utilization in aggregate for all the City's medical plans.

Contracting

- Compile documents ancillary to contracts as needed or directed.
- Provide industry-specific advice with contract language.

Communications and Training

- Provide training, as needed, to various boards, committees and other groups as requested. Training may include, but is not limited to, benefit funding strategies, HIPAA compliance, ACA regulations, and other topics related to health insurance, as required.

Wellness

- Wellness support, to include, but not limited to:
 - a. Assist OHR with advancing consultative, data-driven, wellness program, to include:
 - i. Providing aggregated department-specific actionable data annually, the overlays the following data sources (2-8 provided by OHR):
 1. Medical claims data
 2. EAP utilization
 3. Employee Engagement survey data

4. Retirement plan enrollment and loans
 5. HSA participation
 6. Wellness portal activity
 7. Wellness incentive participation
 8. FMLA/ADA/work comp
- ii. Introducing interventions through cross-sector partners
 - iii. Providing metrics of new interventions, both leading and lagging.

EXHIBIT B FEES AND RATES

SECTION C: PRICING

C.1 PRICING INSTRUCTIONS:

Pricing shall be in the format contained in the RFP. Alternative approaches for the pricing of the requested products and services may be provided, however, such alternate approaches shall be described separately and must be in addition to the required format in the pricing section. Do not include cost or price figures anywhere except in the cost and pricing section.

C.2 PRICING INFORMATION:

This section shall include a description of the proposed costs and prices. All pricing information shall be limited solely to this section of your proposal. This section should address all requirements set forth in Section B as well as any other items pertinent to your proposal pricing. The requirements have been developed to allow the City to uniformly evaluate prices submitted for the work. Accordingly, you should follow these instructions carefully and provide all data requested in the formats specified herein and in any referenced attachments.

Any omissions in this proposal shall be identified by each Vendor and incorporated into their proposal. The City will not increase the contract or any purchase order (either dollar amount or time) for items not included in the submitted proposal documents. The City reserves the right to purchase part or the entire proposal.

C.3 PRICING:

All Prices quoted shall be firm and fixed for the specified contract period.

C.4 PROPOSAL ITEMS:

Please input your proposed prices here. A flat fee payment will be made to the supplier on either a monthly or annual basis. With that said, the City is requesting the proposer to input both a proposed monthly flat fee and a proposed annual flat fee. The City will decide which payment method is in our best interest during the evaluation phase of this RFP.

The proposed monthly and annual flat fee figures shall be inclusive of, but not limited to all labor, overhead, materials, copying, mailing, communication, travel and other costs/expenses incurred by the Consultant, whether anticipated or not, in the performance under this Agreement.

PROPOSED MONTHLY FLAT FEE	PROPOSED ANNUAL FLAT FEE
\$17,600	\$205,000

EXHIBIT C

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (the "Associate Agreement") is made and effective this 1st day of January, 2020 (the "Effective Date"), by and between the Mountain West Series of Lockton Companies, LLC ("Lockton"), and City and County of Denver, a municipal corporation of the State of Colorado ("Client").

WHEREAS, Client provides certain health and welfare benefits to its employees through a health plan (the "Covered Entity"), as defined by the Health Insurance Portability and Accountability Act of 1996 and its related regulations ("HIPAA");

WHEREAS, Client has engaged Lockton to provide certain health and welfare insurance brokerage and/or consulting services on behalf of the Covered Entity which may, as applicable, include Pharmacy Analytic Services and/or InfoLock® Services (collectively, "Services"), and which may or will necessitate Disclosure of Protected Health Information ("PHI") by Covered Entity or other third parties at the direction of Covered Entity to Lockton; and

WHEREAS, the parties are committed to compliance with the Privacy, Security, Breach Notification, Standard Transactions and Enforcement Rules of HIPAA at 45 C.F.R. Parts 160, 162 and 164 and any current and future regulations promulgated under HIPAA (collectively, the "HIPAA Rules") or the Health Information Technology for Economic and Clinical Health Act as incorporated in the American Recovery and Reinvestment Act of 2009 (the "HITECH Act");

WHEREAS, the parties have executed contemporaneous herewith, that certain agreement allowing Lockton to provide services to the City and County of Denver as a consultant regarding employee benefits (referred to herein as the "Service Agreement"). The parties have attached this Associate Agreement as "Exhibit C" to the Service Agreement and the parties intend the Service Agreement to control the relationship between them.

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree to maintain the privacy and security of PHI as set forth herein:

ARTICLE 1. DEFINITIONS

"Breach" has the same meaning as the term "breach" in the HIPAA Rules.

"Data Aggregation" has the same meaning as the term "data aggregation" in the HIPAA Rules.

"Designated Record Set" has the same meaning as the term "designated record set" in the HIPAA Rules.

“**Disclose**” or “**Disclosure**” has the same meaning as the term "disclosure" in the HIPAA Rules.

“**Electronic Media**” has the same meaning as the term "electronic media" in the HIPAA Rules.

“**Electronic PHI**” has the same meaning as the term "electronic protected health information" in the HIPAA Rules.

“**Individual**” has the same meaning as the term "individual" in the HIPAA Rules.

“**InfoLock® Services**” means the performance of data analytic consulting services for the Client, including but not limited to: medical and pharmacy claims, Health Risk Assessment and biometric screening information to identify possible trends in chronic disease, high-cost claims, and utilization patterns.

“**Pharmacy Analytics Services**” means the performance of consulting services for the Client, including but not limited to: data modeling, benchmarking, auditing, marketing of the program or Requests for Proposals (RFP), diagnostic analysis, reporting and related pharmacy financial and clinical information consulting services.

“**Privacy Rule**” means the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, Subparts A and E.

“**Protected Health Information**” or “**PHI**” has the same meaning as the term "protected health information" in the HIPAA Rules.

“**Required By Law**” has the same meaning as the term "required by law" in the HIPAA Rules.

“**Secretary**” means the Secretary of Health and Human Services (HHS) or any other officer or employee of HHS to whom the authority involved has been delegated.

“**Security Incident**” has the same meaning as the term "security incident" in the HIPAA Rules. Inconsequential incidents that occur on a daily basis, such as scans or pings on Lockton’s networks or servers containing Electronic PHI, shall not be considered a Security Incident subject to reporting, unless so required by the Privacy Rule.

“**Security Rule**” means the Security Standards and Implementation Specifications at 45 C.F.R. Parts 160 and 164, Subparts A and C.

“**Standards for Electronic Transactions Rule**” means the final regulations issued by Health and Human Services concerning standard transactions and code sets under the Administrative Simplification provisions of HIPAA, 45 C.F.R. Parts 160 and 162.

“Unsecured PHI” means PHI that is not rendered unusable, unreadable or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary through published guidance.

“Use” means the sharing, employment, application, utilization, examination, or analysis of information.

All terms used, but not otherwise defined, in this Associate Agreement shall have the same meaning as those terms in the HIPAA Rules.

ARTICLE 2. OBLIGATIONS AND ACTIVITIES OF LOCKTON

2.1 Lockton agrees to not Use or further Disclose PHI other than as permitted or required by this Associate Agreement or as Required By Law.

2.2 Lockton agrees to use appropriate safeguards to prevent the Use or Disclosure of the PHI other than as provided for by this Associate Agreement.

2.3 Lockton agrees to implement administrative, physical, and technical safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI.

2.4 Lockton agrees to notify the Client on behalf of Covered Entity of any Security Incident or Use or Disclosure of PHI of Covered Entity not permitted by this Associate Agreement of which Lockton is aware, including any breach of Unsecured PHI as required by 45 C.F.R. 164.410. Such notice shall be provided without unreasonable delay but in any event within three (3) business days and shall include, to the extent possible, information that the Covered Entity is required to include in notification to the individual under 45 C.F.R. 164.404.

2.5 Client expressly authorizes Lockton to Disclose PHI to subcontractors, vendors and/or other third parties, including affiliates of Lockton, to the extent necessary to perform the Services. To the extent any subcontractor, vendor and/or other third party creates, receives, maintains or transmits PHI of the Covered Entity on behalf of Lockton, Lockton agrees to ensure that any such subcontractor, vendor and/or other third party agrees in writing to the same restrictions and conditions that apply to Lockton with respect to such PHI.

2.6 To the extent any affiliate of Lockton creates, receives, maintains or transmits PHI of Covered Entity to provide Services to Client pursuant to this Associate Agreement, Lockton agrees to ensure that such affiliate agrees in writing to the same restrictions and conditions that apply to Lockton with respect to such PHI by way of execution of a Joinder Agreement in the form attached hereto as **Exhibit 1** for the purpose of making such affiliate a party to this Associate Agreement.

2.7 At the request of the Client, Lockton agrees to provide access to PHI in a Designated Record Set, to the Covered Entity or, as directed by the Client.

2.8 Lockton agrees to make any amendment(s) to PHI in a Designated Record Set as directed by or agreed to by Covered Entity and to take any other measures necessary to satisfy the Covered Entity's obligations pursuant to 45 C.F.R. 164.526.

2.9 Lockton agrees to make internal practices, books, and records, relating to the Use and Disclosure of PHI received from, or created or received by Lockton on behalf of, the Covered Entity available to the Secretary, in a time and manner mutually agreed upon by Lockton and the Client or as designated by the Secretary, for purposes of the Secretary determining the Client's or Covered Entity's compliance with HIPAA.

2.10 Lockton agrees to document such Disclosures of PHI and, where requested by Client, provide such information to Covered Entity as would be required for the Covered Entity to respond to a request by an individual for an accounting of Disclosures of PHI in accordance with 45 C.F.R. 164.528.

2.11 To the extent Lockton is to carry out one or more of Client's or Covered Entity's obligations with respect to HIPAA, Lockton will comply with the requirements of HIPAA in the performance of such obligations.

ARTICLE 3 PERMITTED USES AND DISCLOSURES BY LOCKTON

Lockton will Use or Disclose PHI including, without limitation, claim, eligibility, financial and other data received from, or created or received on behalf of Covered Entity consistent with the minimum necessary requirements applicable to Covered Entity set forth in 45 C.F.R. 164.514(d) and only:

3.1 As permitted or required by this Associate Agreement or to perform Services on behalf of Client and Covered Entity as described in this Associate Agreement, but not in such a manner that would violate HIPAA if done by Covered Entity.

3.2 For the proper management and administration of Lockton or to carry out the responsibilities of Lockton, provided that Lockton will only Disclose PHI pursuant to this Paragraph 3.2 where such Disclosure is Required By Law or Lockton obtains reasonable assurances from the person to whom the PHI is Disclosed that it will remain confidential and Used or further Disclosed only as Required By Law or for the purpose for which it was Disclosed to the person, and the person notifies Lockton of any instances of which it is aware in which the confidentiality of the information is breached;

3.3 As Required by Law;

3.4 To the extent Lockton has been engaged to provide Pharmacy Analytic Services and/or InfoLock® Services:

3.4.1 To provide Data Aggregation Services on behalf of the Covered Entity, including, without limitation, Disclosure of PHI to subcontractors, vendors and/or other third parties, as may be necessary to allow Lockton to perform the Services; to Use and store PHI in a benchmark database; and to Disclose de-identified and disassociated data for population benchmarking and normative reporting purposes;

3.4.2 To create de-identified information in compliance with 45 C.F.R. 164.514(a)-(c). Once PHI has been de-identified, it shall not be subject to

the confidentiality obligations or restrictions on Disclosure set forth in this Associate Agreement. Client grants to Lockton a perpetual, irrevocable, nonexclusive, royalty-free license to Use, Disclose, distribute, license, copy, display and demonstrate all de-identified data for inclusion in normative or pooled databases. Further, Client grants to subcontractors, vendors and/or other third parties, a perpetual, irrevocable, nonexclusive, royalty-free license to Use, Disclose, distribute, license, copy, display and demonstrate all de-identified data for inclusion in normative or pooled databases.

ARTICLE 4 OBLIGATIONS OF CLIENT

4.1 Client's "MANAGER OF BENEFITS", currently Heather Britton, shall be the initial person to whom Lockton shall be permitted to Disclose PHI and Client shall provide Lockton with a list of any additional person(s) designated by Client ("Designee") as the persons(s) to whom it is permissible for Lockton to Disclose PHI. To the extent Client has limited the amount of PHI that may be Disclosed to a Designee, Client shall notify Lockton of such limitation. Client shall immediately notify Lockton of any changes in a Designee or the extent of PHI that may be disclosed to a Designee.

4.2 Client shall provide Lockton with the notice of privacy practices for the Covered Entity, as well as any changes to such notice. Client shall ensure that such notice of privacy practices permits the Use and Disclosure of PHI by Lockton as described in this Associate Agreement.

4.3 Client will provide necessary authorization or instruction to the administrator of the Covered Entity to facilitate the release of PHI to Lockton.

4.4 Client shall provide Lockton with any changes in, or revocation of, permission by an individual to Use or Disclose PHI, if such changes affect Lockton's Use or Disclosure of PHI under this Associate Agreement.

4.5 Lockton is aware of third party insurance contracts that may restrict the Use or Disclosure of PHI. Client shall notify Lockton of any additional restrictions to the Use or Disclosure of PHI that the Covered Entity has agreed to in accordance with 45 C.F.R. 164.522.

4.6 Client shall not request Lockton Use or Disclose PHI in any manner that would not be permissible under HIPAA if done by the Covered Entity.

ARTICLE 5 TERM AND TERMINATION OF THE ASSOCIATE AGREEMENT

5.1 Term. This Associate Agreement shall be effective as of the Effective Date. This Associate Agreement shall continue until: all of the PHI provided by the Plan to Lockton, or created or received by Lockton on behalf of the Plan, is destroyed or returned to the Plan, unless otherwise terminated as described in Paragraph 5.2.

5.2 Termination for Cause. If Lockton violates any material term of this Agreement, the Client shall provide an opportunity for Lockton to cure the breach or end the violation. If

Lockton does not cure the breach or end the violation within a reasonable time period or if cure is not possible, Client may immediately terminate this Agreement.

5.3 Effect of Termination.

(A) Upon termination of this Agreement, Lockton shall, if feasible, return or destroy all PHI received from the Plan, or created or received by Lockton on behalf of the Plan. This provision shall also apply to PHI that is in the possession of subcontractors, vendors and/or other third parties engaged by Lockton to assist in the provision of Services. Lockton shall retain PHI only as described in Subparagraph (B) below.

(B) Lockton shall retain only that PHI for which return or destruction is infeasible or retention is necessary for Lockton to continue its proper management and administration or to carry out its legal responsibilities. Lockton shall continue to use appropriate safeguards, comply with HIPAA, and adhere to the terms of this Associate Agreement with respect to PHI for as long as Lockton retains the PHI.

ARTICLE 6. MISCELLANEOUS PROVISIONS

6.1 Regulatory Reference. A reference in this Associate Agreement to a section in HIPAA or to a section of the Code of Federal Regulations means the section as in effect or as amended, and for which compliance is required.

6.2 Amendment. The Client and Lockton agree to take such action as is necessary to amend this Associate Agreement from time to time as is necessary for the Covered Entity to comply with the requirements of HIPAA, including the provisions of the American Recovery and Reinvestment Act of 2009 (known as the HITECH Act). This Associate Agreement may be amended by the Client and Lockton by the express mutual written agreement of both parties. This Associate Agreement contains the entire Business Associate Agreement between the parties.

6.3 Survival. The respective rights and obligations of Lockton under Paragraph 5.3 of this Associate Agreement shall survive the termination of this Associate Agreement.

6.4 Interpretation. Any ambiguity in this Associate Agreement shall be resolved in favor of a meaning that permits the Covered Entity and Lockton to comply with HIPAA. When a section of the Associate Agreement calls for Lockton to respond to a request from the Covered Entity in conjunction with a regulation specifically cited in the section, Lockton may rely on the Covered Entity's request as verification by the Covered Entity that the request is made in compliance with the regulation. Lockton is not responsible for confirming that the Covered Entity's request is made in compliance with the specific regulation.

6.5 Governing Law. This Associate Agreement shall be governed by HIPAA and, where not covered by HIPAA or other federal law, the laws of the State of Colorado.

6.6 Terms. Where the context of the Associate Agreement requires, the singular shall include the plural and the masculine gender shall include the feminine. Headings or titles of

sections are for general information only and this Associate Agreement shall not be construed by reference to such titles.

6.7 Conflict of Terms. This Associate Agreement is an exhibit to the Service Agreement. If there is a conflict of terms regarding the Use, Disclosure, privacy, security, creation, receipt, maintenance or transmission of PHI between the Service Agreement and this Associate Agreement, the this Associate Agreement shall control the issue. Except as set forth in this Section 6.7, Section 31 of the Service Agreement (“Order of Precedence”) shall control.

6.8 Assignment. This Associate Agreement shall be binding upon and inure to the benefit of the parties hereto. If any provision of this Associate Agreement is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision, and this Associate Agreement shall be construed and enforced as if such provision had not been included. This Associate Agreement may not be assigned by either party.

6.9 Third Party Beneficiaries. Nothing express or implied in this Associate Agreement is intended to confer, nor shall anything herein confer, upon any person other than Lockton, or the Client, any rights, remedies, obligations or liabilities whatsoever.

This Associate Agreement is executed and effective on the Effective Date first written above.

**Mountain West Series of Lockton Companies,
LLC**

By: _____
Title: Executive Vice President and COO
Date: _____

**City and County of Denver, on behalf of
the Covered Entity, as authorized by the
Service Agreement, defined herein**

By: _____
Title: _____
Date: _____

Exhibit 1
to Exhibit C

JOINDER AGREEMENT

The undersigned, **Lockton Management, LLC**, by executing this Joinder Agreement agrees to become a party to and expressly agrees to be bound by the terms of that certain Business Associate Agreement dated as of _____, _____, originally made and entered by and between **City and County of Denver** and the **Mountain West Series of Lockton Companies, LLC**.

This Joinder Agreement shall be effective as of the _____ date of _____, 20__.

Lockton Management, LLC,

By: _____

Title: _____

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/1/2021

6/3/2020

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 Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL ADDRESS:														
INSURED 1305932 LOCKTON COMPANIES, LLC MOUNTAIN WEST SERIES OF LOCKTON COMPANIES, LLC 444 WEST 47TH STREET, STE 900 KANSAS CITY MO 64112-1906	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Trumbull Insurance Company</td> <td style="text-align: center;">27120</td> </tr> <tr> <td>INSURER B: Twin City Fire Insurance Company</td> <td style="text-align: center;">29459</td> </tr> <tr> <td>INSURER C: Hartford Fire Insurance Company</td> <td style="text-align: center;">19682</td> </tr> <tr> <td>INSURER D: ACE Property & Casualty Insurance Co</td> <td style="text-align: center;">20699</td> </tr> <tr> <td>INSURER E: Hartford Casualty Insurance Company</td> <td style="text-align: center;">29424</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Trumbull Insurance Company	27120	INSURER B: Twin City Fire Insurance Company	29459	INSURER C: Hartford Fire Insurance Company	19682	INSURER D: ACE Property & Casualty Insurance Co	20699	INSURER E: Hartford Casualty Insurance Company	29424	INSURER F:	
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COVERAGES LIAK01 **CERTIFICATE NUMBER:** 16746837 **REVISION NUMBER:** XXXXXXXX

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
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Host Liq. Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	37 UUN EV7572	5/1/2020	5/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> \$1,000 COMP <input checked="" type="checkbox"/> \$1,000 COLL	Y	Y	37 UEN EN1807	5/1/2020	5/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	G46631699 004	5/1/2020	5/1/2021	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$ XXXXXXXX
A B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y N/A	37 WN S16400(AOS) 37 WBR S61401(WI)	5/1/2020 5/1/2020	5/1/2021 5/1/2021	<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
E C	XS LIABILITY PROPERTY	N	N	37XHUIE3528 37UUNEV7572	5/1/2020 5/1/2020	5/1/2021 5/1/2021	\$1,000,000 \$10,000,000 BLKT BUS PP \$5,000 DED SPECIAL FORM; RC

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

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED. INSURANCE AND RELATED OPERATIONS PROFESSIONAL EXCLUSION IS APPLICABLE TO COMMERCIAL GENERAL LIABILITY. The City and County of Denver, its elected and appointed officials, employees and volunteers; are additional insureds for general liability and auto if required by written contract.

CERTIFICATE HOLDER

16746837
 City and County of Denver
 Office of Human Resources/Benefits
 201 West Colfax Ave., Dept. 412
 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

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

5/1/2021

DATE (MM/DD/YYYY)
4/29/2020

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 Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Lloyd's Syndicate 2987 Brit Syndicates Limited</td> <td></td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : Lloyd's Syndicate 2987 Brit Syndicates Limited			INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :	
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INSURER F :																					
INSURED LOCKTON, INC 1329528 444 WEST 47TH ST, STE 900 KANSAS CITY MO 64112																					

COVERAGES *LIAKC01*** CERTIFICATE NUMBER: 16451620 REVISION NUMBER: XXXXXXXX**

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.

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	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:			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX
	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			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NOT APPLICABLE			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	NETWORK SECURITY AND PRIVACY LIABILITY	N	N	B0713MEDTE2000147	5/1/2020	5/1/2021	\$10,000,000

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

CERTIFICATE HOLDER

CANCELLATION

16451620 CITY AND COUNTY OF DENVER, PURCHASING DIVISION 201 WEST COLFAX AVE., 11TH FLOOR, DEPT. 304 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
---	---



CERTIFICATE OF LIABILITY INSURANCE

5/1/2021

DATE (MM/DD/YYYY)
4/29/2020

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PRODUCER Lockton Companies 444 W. 47th Street, Suite 200 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE INSURER A: AIG Specialty Insurance Company NAIC # 26883
INSURED LOCKTON, INC 1077893 444 WEST 47TH ST, STE 900 KANSAS CITY MO 64112	INSURER B: 175 WATER STREET INSURER C: NEW YORK, NY 10038 INSURER D: INSURER E: INSURER F:

COVERAGES *LIAKC01*** CERTIFICATE NUMBER: 16451614 REVISION NUMBER: XXXXXXXX**

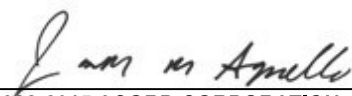
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX
	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			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NOT APPLICABLE			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	INS AGENTS/BROKERS PROFESSIONAL LIABILITY	N	N	01-309-80-17	5/1/2020	5/1/2021	\$10M EACH LOSS \$10M AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 PROVIDES COVERAGE FOR ANY PARTNER, DIRECTOR, OFFICER OR EMPLOYEE OF LOCKTON, INC. AND ITS SUBSIDIARIES, INCLUDING LOCKTON COMPANIES, LLC; LOCKTON RE, LLC; MYLO, LLC; LOCKTON AFFINITY, LLC

CERTIFICATE HOLDER

CANCELLATION

16451614 CITY AND COUNTY OF DENVER, PURCHASING DIVISION 201 WEST COLFAX AVE., 11TH FLOOR, DEPT. 304 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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