

**THIRD AMENDMENT TO
AGREEMENT FOR SERVICES
with
MOUNTAIN WEST SERIES OF LOCKTON CO, LLC**

This THIRD AMENDMENT TO AGREEMENT FOR SERVICES with MOUNTAIN WEST SERIES OF LOCKTON CO, LLC (“**Third Amendment**”) is entered into 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 Co., LLC, 8110 East Union Avenue, Suite 700, Denver Colorado 80237, (the “**Consultant**”)(collectively, the “**Parties**”).

RECITALS

WHEREAS, the Parties entered into an agreement, City contract number CSAHR-201419384-00, dated February 18, 2015 (“**Agreement**”), and;

WHEREAS, the Parties entered into an agreement to amend the Agreement, City contract number CSAHR-201419384-01, dated May 13, 2015 (“**First Amendment**”), and;

WHEREAS, the Parties entered into an agreement to amend the Agreement, City contract number CSAHR-201419384-02, dated September 24, 2015 (“**Second Amendment**”), and;

WHEREAS, the Parties desire to amend the Agreement and all prior amendments to extend the term, and to increase the maximum compensation to the Consultant as shown herein.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, the mutual agreements herein contained, and subject to the terms and conditions hereinafter stated, the Parties agree as follows:

1. That “Exhibit A” of the Agreement be replaced in its entirety by the Exhibit A, attached hereto.

2. Paragraph 3 of the Agreement, entitled “Term” shall be deleted and replaced with the following:

“**3. TERM:** The Agreement will commence December 1, 2014, and will expire at 11:59 P.M. on December 31, 2019 (the “Term”).”

3. The first sentence of Paragraph 4(d)(1) of the Agreement (entitled “**Maximum Contract Amount**”) is hereby amended to read as follows:

“**4. COMPENSATION AND PAYMENT:**

d. Maximum Contract Amount:

(1) Notwithstanding any other provision of this Agreement, the City’s maximum payment obligation shall not exceed SEVEN HUNDRED EIGHTY

THOUSAND EIGHT HUNDRED THIRTY-FOUR AND NO/100 Dollars
(\$780,834.00).”

4. This Third Amendment may be executed in counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument.

5. Except as herein amended, the Agreement is affirmed and ratified in each and every particular.

[SIGNATURE PAGES FOLLOW]

Contract Control Number:

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

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Contract Control Number: CSAHR-201419384-03

Contractor Name: Mountain West Series of Lockton CO, LLC

By: *Mark Bundy*

Name: *Mark Bundy*
(please print)

Title: *FVP*
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



EXHIBIT A
SCOPE OF WORK

SCOPE OF WORK

Lockton for the City and County of Denver

Benefit Support

- Assist the Office of Human Resources (OHR) in supporting the Employee Health Insurance Committee (EHIC).
- Support the OHR with all contracted health and welfare, ancillary benefits; including vision, basic and additional life, disability, FSA and EAP for active employee and non-Medic are retiree benefit programs.
- Support the OHR with department of safety, limited to Sheriffs , for all contracted health and welfare, including medical, dental, vision, basic life, basic disability, FSA and EAP active employee benefits programs.
- Support the OHR with department of safety, limited to Police , for all contracted health and welfare, including medical, dental, vision, and FSA and EAP active employee benefits programs.
- 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.

Employee Health Insurance Committee Support

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.

- Lockton shall assist the designee from OHR in leading the monthly meeting of EHIC, responsibilities include: drafting agenda items, drafting and distributing meeting minutes and all supporting documentation.
- Conduct an annual meeting for EHIC
- Assist the committee in drafting and evaluating any competitive marketing done on their behalf.
- Annually negotiate premiums and plan design changes with contract carriers and present to EHIC.

Claims Analysis

- Analyze and determine the advantages and financial impact to the City and to the employees of identified plan and premium changes.
- Provide cost calculator for employees to use when determining the best medical plan for themselves and their family.
- Assess self-funding the City's medical plan with all carriers, including presenting ways to fund the required reserves.
- Provide continued support for the City's self-funded dental plan including claims analysis and rate relativity analysis.
- Create cost tracking database and prepare monthly, quarterly, and annual performance reports for all plans that shall include paid claims analysis and plan utilization in aggregate for all the City's medical plans. Utilize data to build/support wellness initiatives.
- Conduct market analysis of medical and dental insurance plans to ensure the City offers prevailing benefits. Data to include national data sources and local municipalities.

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 with short and long-term strategy.
 - b. Modeling of programs
 - c. Provide support to receive wellness funding from mayor's office for proposed initiatives
 - d. Decrease costs through employee engagement and improved consumerism.
 - e. All recommendations and decisions about health insurance should be made strategically to promote employee engagement in their own well being and better health consumerism.