

A G R E E M E N T

THIS AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a home rule and municipal corporation of the State of Colorado (the “City”) and **MITCHELL INTERNATIONAL INC.**, a Delaware corporation whose address is 6220 Greenwich Drive, San Diego, California 92122 (the “Contractor”), jointly (“the Parties”).

The Parties agree as follows:

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

2. SERVICES TO BE PERFORMED:

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

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

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

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

4. COMPENSATION AND PAYMENT:

a. Budget. The City shall pay and the Contractor shall accept as the sole compensation for services rendered and costs incurred under the Agreement the line item amounts

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

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

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

d. Maximum Contract Amount:

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

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

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

6. TERMINATION:

a. The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon thirty (30) days prior written notice to the Contractor. However, nothing gives the Contractor the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Executive Director.

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

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

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

7. **EXAMINATION OF RECORDS:** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audit pursuant to this

paragraph shall require Parties to make disclosures in violation of state or federal privacy laws. Parties shall at all times comply with D.R.M.C. 20-276.

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

9. INSURANCE:

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

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

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

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

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

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

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

applicable), and \$2,000,000 policy aggregate. Policy shall not contain an exclusion for sexual abuse, molestation or misconduct.

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

i. Technology Errors & Omissions including Cyber Liability: Contractor shall maintain Technology Errors and Omissions insurance including cyber liability, network security, privacy liability and product failure coverage with minimum limits of \$1,000,000 per occurrence and \$1,000,000 policy aggregate. The policy shall be kept in force, or a Tail policy placed, for three (3) years.

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

10. DEFENSE AND INDEMNIFICATION:

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

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

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

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

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

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

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

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

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

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

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

17. CONFLICT OF INTEREST:

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

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

18. NOTICES: All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or

mailed via United States mail, postage prepaid, if to Contractor at the address first above written, and if to the City at:

Executive Director of Finance or Designee
201 W. Colfax Avenue, Dept. 1105
Denver, Colorado 80202

With a copy of any such notice to:

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

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

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

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

b. The Contractor certifies that:

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

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

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

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

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

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

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

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

21. GOVERNING LAW; VENUE: The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter,

Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

22. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote or demote, or 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. The Contractor shall insert the foregoing provision in all subcontracts.

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

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

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

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

27. INTELLECTUAL PROPERTY RIGHTS: The City and Contractor intend that all property rights to the reports created by the Contractor specifically for the City and paid for by the City pursuant to this Agreement, but not the form of such reports(collectively, “Materials”), shall belong to the City. In addition, the data provided to Contractor by City during the performance of the Services, including patient and prescription information shall belong to the City. The Contractor shall disclose all such items to the City and shall assign such rights over to the City upon completion of the Project. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the Materials are a “work made for hire” and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a “work made for hire,” the Contractor (by this Agreement) sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity. For clarity, Contractor will remain the exclusive owner of its products and services, including any improvements thereto.

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

29. ADVERTISING AND PUBLIC DISCLOSURE: The Contractor shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the Contractor’s advertising or public relations materials without first obtaining the written approval of the Executive Director. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. The Contractor shall notify the Executive Director in advance of the date and time of any

presentation. Nothing in this provision precludes the transmittal of any information to City officials.

30. CONFIDENTIAL INFORMATION:

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

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

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

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

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

Exhibit List

Exhibit A – Scope of Work.

Exhibit B – Budget.

Exhibit C – Certificate of Insurance.

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Contract Control Number: FINAN-202159128-00
Contractor Name: MITCHELL INTERNATIONAL INC

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

FINAN-202159128-00
MITCHELL INTERNATIONAL INC

DocuSigned by:
Dave Torrence
By: E73CCB974287402.....

Name: Dave Torrence
(please print)

Title: Executive Vice President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A
Pharmacy Benefit Management
Scope of Work

A. Definitions:

“Average Wholesale Price” of “AWP” AWP is calculated as the AWP of a prescription drug as set forth by Medi-Span on the date dispensed

“Brand Drugs” or “Brand” – Drugs coded as “M” (co-branded) or “N” (single source brand) in Medi-Span’s multisource code field, or “O” in Medi-Span’s multisource code field when a corresponding prescription is not filled with a DAW code of 3,4,5,6, or 9. In the event Medi-Span changes its drug coding methodology with respect to the above, Mitchell International shall notify the City within ten (10) business days of being informed of such change (s), and the definition of “Brand Drugs” and “Brand” shall be modified by mutual written agreement of Mitchell International and the City.

The City – The City and County of Denver.

City Representative – The Director of Risk Management (“Director”) is the official City Representative and directs all services under the resulting contract from this RFP communication between the Mitchell International and the City shall be directed through the Director or such other representative, as the Director shall designate.

Concentra - National health care company that provides occupational medicine services. There are four authorized locations in Denver.

COSH – Center for Occupational Safety and Health, located on the Denver Health and Hospital Authority Campus.

Covered Prescriptions – Any prescription or medication that meets the requirements for coverage set forth in the prescription drug rider, after applying all the conditions and exclusions set forth therein, and that is dispensed by a participating pharmacy to an eligible member.

DHHA – Denver Health and Hospital Authority, with a primary location at 660 Bannock Street, Denver, CO 80202

DIA – Denver International Airport, an agency of the City and County of Denver

Drug Rider – The prescription drug benefit coverage, limitations, and exclusions are set forth by the plan, as amended from time to time by Risk Management.

DUR – Drug utilization review is a comprehensive system for determining appropriateness of drug utilization patterns and cost data. This process provides prospective, concurrent

and retrospective reviews. Reviews include but not limited to injured worker eligibility, drug interactions, therapeutic duplications, over/under utilization, formulary compliance, generic drug substitution and early refills.

Eligible Member – A City and County of Denver Employee who has a documented compensable work-related injury or illness. Information relating to eligibility of members is established and maintained by Risk Management.

Formulary – The document prepared by the contractor and Risk Management and provided to participating pharmacies, physicians, and other health care providers for guiding the prescribing, dispensing, and purchase of pharmaceutical products.

“Generic Drugs” or “Generic” – Drugs coded as “Y” (generic) in Medi-Span’s multisource code field or “O” (originator brand) in Medi-Span’s multisource code field when a corresponding prescription is filled with a DAW code of 3,4,5,6, or 9. In the event Medi-Span changes its drug coding methodology with respect to the above, Mitchell International shall notify the City within ten (10) business days of being informed of such change(s), and the definition of “Generic Drugs” and “Generic” shall be modified by mutual written agreement Mitchell International and the City.

Injury Care Associates (ICA): Privately owned company that provides occupational medicine services. We authorized one of their two locations in the Metro Denver area.

Maximum Allowable Cost – The lowest published price for a covered prescription, as set forth in any recognized pharmaceutical price list selected by Mitchell International in good faith. The MAC will be determined without regard to the manufacturer of the covered prescription actually dispensed by a participating pharmacy.

Participating Pharmacy – Those pharmacies with whom Mitchell International has contracted to provide various services in connection with the sale by those pharmacies of covered prescriptions to eligible members, as listed in Mitchell International’s pharmacy directory.

Patient Profile – A specific history of drugs dispensed by a participating pharmacy to an eligible member. The history shall include information on drugs dispensed, allergies and eligible member’s general health condition, if available.

PBM – Pharmacy Benefit Manager. A third party administrator under contract with the City to provide pharmacy benefits for injured employees. Primary responsibility is for managing the purchasing, dispensing and reimbursing of prescription drugs. In addition, they are responsible for drug utilization, outcomes management and disease management.

PBM Services – All services provided and described in this Agreement, and all Exhibits, Attachments, Addenda and Amendments hereto.

Physicians –The licensed physicians, nurse practitioners, and physician assistants who have agreed to provide services to eligible members are authorized by Risk Management to write prescriptions for eligible members.

Plan –The agreement or other arrangement between an eligible member and Risk Management that entitles the eligible member to receive payment of, medical expenses, including covered prescriptions.

Point of Sale – Method of submitting claims for adjudication by the on-line adjudication process that includes interactive communication between terminals located at a participating pharmacy and the vendor.

Workwell Occupational Clinic: A Colorado LLC, that specializes in workers' compensation and occupational health services. We authorize one of their 5 northern Colorado offices.

B. Scope of Work:

Mitchell International shall provide PBM Services that in general provide for the delivery, adjudication, payment and clinical management of pharmaceutical products and related services, and as further detailed herein, in order to effectively reduce costs and improve the quality of Workers' Compensation care by providing an integrated pharmacy deliver system.

Minimum Performance Requirements:

1. Mitchell International shall have a minimum of five (5) years of experience providing pharmacy benefit management (PBM) serviced with emphasis on workers' compensation.
2. Mitchell International shall have a process of processing first fill prescriptions and a method of guaranteeing payment to its network pharmacies.
3. Mitchell International shall send a personal pharmacy card to the injured worker within five (5) business days of notification of an accepted claim by the City
4. Mitchell International shall have an extensive nationwide pharmacy network that included but is not necessarily limited to King Soopers, Safeway, Wal-Mart and Walgreens.
5. Mitchell International shall have a customized drug formulary. Formulary changes can be implemented by not only the PBM but also the City.
6. Mitchell International shall have a comprehensive Drug Utilization Review (DUR) for determining drug utilization patterns and cost data.
7. Mitchell International shall have outcome reports that can be easily accessed by the City.
8. Mitchell International shall have a helpline that is accessible 24 hours a day seven days a week to the participating pharmacies and the City.

An injured City employee reports an injury to the OuchLine and is referred to one of the designated occupational clinics of the workers' choice. At this initial evaluation, the

provider as part of the treatment may prescribe a medication for the work-related injury or illness. The City asks that the Mitchell International provide first fill cards to employees who are identified as having a workers' comp claim. The City will subsequently provide the authorized treating clinics the first fill cards to be given to the injured employee with their prescription. The employee will fill the prescription(s) at a participating network pharmacy.

At the participating pharmacy, the employee shall identify himself/herself as a City employee with a work related injury and present the first fill card. A pharmacy employee enters the awarded Mitchell International's BIN number into the pharmacy software system and the employee is recognized as an eligible, participating claimant under Mitchell International's network. The pharmacist dispenses medication with no cost to the injured worker. Mitchell International will guarantee payment of first fill medications to its network pharmacies, and will assume the risk of the prescription cost for up to \$500 (five hundred dollars) of pharmaceutical product in the event the claim of such injured worker(s) is/are denied or City denies payment of such prescriptions for any other reason. Mitchell International is responsible for providing a seamless means for the employee to receive additional medication throughout the time the claim is open for medical benefits.

The City's Workers' Compensation program is a self-insured and self-administered program. Most of the injured employees require short-term use of various medications (dependent upon severity of injury) to manage symptoms, support return to work and ultimately facilitate recovery.

The Workers' Compensation team includes a medical only adjuster, lost time adjusters, nurse case managers, modified duty coordinator, and claims supervisor. The purpose of this team is to assure employees with work related injuries or illnesses receive medically necessary and reasonable treatment at the right time and to assure service is delivered in a cost effective and efficient manner. The City's Nursing Program Manager will manage all interactions between the workers' compensation team and Mitchell International.

The City adjusters are the primary administrator and/or manager of the claim. Authorization for prescription fills and refills will come directly from them. To get an authorization the following information must be presented:

- prescribing physician,
- name of the medication,
- quantity prescribed,
- amount dispensed,
- number of refills
- prescribed or recommended duration.

The adjusters will manage the authorization time for each claim based upon the needs of the specific employee. If necessary, the City's nurse case managers and claims supervisor may provide authorization on an as needed basis.

The City uses a Third Party Claims Administrator (TPA) for conflict claims. The TPA will use Mitchell International and not their contract PBM.

The City's Nursing Program Manger is to monitor the employee's drug program for timeliness, effectiveness and collaborate with Mitchell International to improve services and outcomes. All utilization reports and billing statements shall be sent directly to the Nursing Program Manger.

Mitchell International will provide the City's Workers' Compensation Team with comprehensive training related to the philosophy of Mitchell International's program, the use of the program and methods to reduce tracking and time.

Pursuant to the Colorado Workers' Compensation Act (8-43-404.5a) Colorado employers are required to provide a list of at least two (2) designated medical providers to treat their employees who sustain an occupational injury or illness. The Workers' Compensation program has designated Denver Health and Hospital Authority (DHHA) and Concentra to serve our injured employee population.

DHHA's clinic, The Center for Occupational Safety and Health (COSH) is located on the Denver Health Medical Center Campus at 660 Bannock. Concentra has several locations in the Denver Metropolitan area. Two (2) of their clinics are designated to serve Denver's employees and are located at 1212 S. Broadway and 15235 E 38th Ave. The designated Workwell Clinic is located at 3350 Peoria, and designated Injury Care Associates Clinic is located at 2490 W. 26th Ave.

The occupational physician staffs at all the designated clinics utilize an extensive network of specialist/consultants, rehabilitative providers, and community hospitals committed to delivering restorative care to injured city employees. The request for authorization of payment for prescribed medications is reserved to physicians, at COSH, Concentra, Workwell, Injury Care Associates and the specialist/consultants who treat injured employees.

The Workers' Compensation unit upon receiving notice of a new injury will set the claim up in our Riskconnect program. Mitchell International shall provide the City with a method to load the claims into their system in a timely manner to assure the injured workers will be able to fill their prescriptions. Mitchell International shall accept and load daily City Claim Files, for the purpose of validating each City prescription processed against a current eligible Claim. Mitchell International shall validate all City prescriptions processed against the most current Claim Files received from the City and shall promptly notify the City of any Claim File delivery error or data error. Mitchell International shall also provide facilities in its web portal for the City to manually enter new or additional claims, and to modify all existing claims. Mitchell International shall preserve all manual claims entries/modifications made by the City and reconcile discrepancies between manual changes and new Claim Files in the manner directed by the City. If required by the City, Mitchell International will provide the City with daily Payment Files detailing payments billed by Vendor, compliant with a format and delivery process acceptable to the City.

Mitchell International shall inform the injured employee in writing of their rights and responsibilities within five (5) business days. The personal pharmacy card is to be included in this mailing.

Mitchell International will cause the systems used by Mitchell International to render PBM Services to interface and operate with claims administration system employed by the City and any subsequent claims administration systems employed by the City. Mitchell International will develop such interfaces for all future claims systems employed by City in the format specified by the City. No fees will be due for EDI development.

There are to be no physical barriers which prohibit an injured employee from participating in the program. Mitchell International shall comply will all applicable provision of the Americans with Disability Act (ADA) and the Colorado Workers' Compensation laws, regulations and statutes. Injured employees of the City shall be provided with education to increase their knowledge of prescribed medication and to encourage active participation in their care and recovery.

Mitchell International shall have fixed contracts with pharmacies in the Denver Metropolitan area that includes but is not necessarily limited to King Soopers, Safeway, Wal-Mart, Walgreens and Denver Health's pharmacies. There is an occasional need to have out of state pharmacies in the pharmacy network. Each pharmacist serving an injured employee of the City will be licensed according to state law. The injured employee will receive appropriated information relative to their filled prescription medications as necessary from a licensed pharmacist.

Mitchell International shall have a contract/or Memorandum of Understanding with Concentra, Workwell and Injury Care Associates, or establish such a contract/or Memorandum of Understanding within 6 (six) months of the effective date of the resulting contract from this RFP solicitation process, in the event one in not already in place, to cover the cost of the medications dispensed to the injured worker.

Mitchell International will design a pharmacy formulary in collaboration with the City's Nursing Program Manager specific to the needs of injured employees. Formulary changes can be implemented not only by Mitchell International but also the City, and the City shall have final discretion to make or refuse any formulary change. The workers' compensation nurse case managers will have the authority to make the changes on behalf of the City.

Mitchell International will have a utilization program in place that includes intake, assessment, on-going utilization management, reassessment, and case closure. Intake is the initial notification from the pharmacist to the Mitchell International that a city employee has been injured on the job and would like to fill their prescribed medication. The pharmacist by confirmation through the Mitchell International determines a compensable claim and fills the prescription. The pharmacist will screen the employee for allergies related to medication use. The pharmacist will screen for drug interactions, appropriate dose, quantity and usage. If the pharmacist has any questions regarding the prescribed medication, he/she shall contact the City's case manager to discuss any concerns.

In conducting the assessment process, Mitchell International shall perform the following duties and any others that are related to this service as defined by the City:

- Determine appropriateness of prescribed drug, dose, quantity and usage of specific diagnosis.
- Obtain authorization for services.
- Provide written material to employee within one week of notification of injury.
- Provide educational material to employee to assure compliance and consistence in program participation.
- When necessary, contact the workers' compensation team to discuss prescribed medications.
- Offer the employee the generic substitution dependent upon state regulation, physician-prescribing habits and the availability of generic drugs.
- Consult with the workers' compensation team for any pharmacy home delivery needs for the city employees.
- Monitor prescription refill and over utilization of prescribing physicians.

Utilization management of pharmaceuticals is to be provided for all employees who have a compensable work related injury on an on-going basis. This service will include:

- contacts with employees for any known reason,
- appropriate medication management,
- contact with pharmacies to evaluate effectiveness
- appropriateness of service based on the injured employee's diagnosis.

The major goals will be to identify changes in the injured employee's medication needs after three (3) months of treatment, which may require actual interaction between pharmacist and physician to identify any problems with services delivery.

Tasks provided in this area will include:

- Review of prescribed medications to injured employees.
- Contact with injured employees concerning satisfaction with services.
- Contact with medical providers, pharmacists, to follow up on complaints and issues presented.
- Provide education on prescription medication relative to workers' compensation injuries.
- Assess changes in employee medications, service effectiveness with network pharmacies, appropriateness and cost effectiveness of workers' compensation medication utilization.
- Notify the workers' compensation team when appropriate.

Reassessment of prescribed medication for injured employees is to occur at any time the Mitchell International recognizes a change in medication use by an injured employee, the prescribing physician or the network pharmacy. The purpose is to determine continued need for the prescribed medication, effectiveness of prescribed medication, and the discontinuance of a prescribed medication in place of another more effective medication.

Reassessment will be completed to:

- Reassess medical necessity and reasonableness of prescribed medication.
- Review medication usage for specific diagnosis.
- Review pharmacy contracts and agreements
- Assess service effectiveness, quality, and appropriateness.
- Verify continuing eligibility of injured city employees.
- Renegotiate pharmacy contracts and agreements.
- Inform physicians of changes in medications per pharmacist review, changes in diagnosis or sooner if the injured employee's condition changes.
- Request authorization to continue providing pharmacy services.
- Submit prior authorization via internet technology, telephone or fax.

Case Closure involves the termination of Mitchell International services on that case. The following actions are included in terminating pharmacy benefits on an active worker's compensation claim:

- Determination of termination date of PBM benefits will be made by each individual adjuster and noted in the PBM system.
- Determine termination of pharmacy benefits when the employee is released from care or is at Maximum Medical Improvement (MMI).
- Provide medical maintenance pharmacy benefits up until a predetermined point according to the medical maintenance treatment plan.
- Receive notification from workers' compensation team via internet, phone call or fax to terminate PBM Services on a specific case.
- Facilitate inter-state transfers of pharmacy benefits as requested by the City.

Mitchell International will have in place a system to maintain employee records, which meet all program requirements including all claims pharmaceutical activities, and documentation of monitoring, and service effectiveness. The database will contain employee specific information including, the adjuster name and phone number, employee name, employee claim number, employee diagnosis, treating physician, medications prescribed, quantity prescribed per prescription, the amount dispensed, appropriateness of prescription to diagnosis, number of requested, and date of first and last authorization.

Mitchell International will maintain in its entirety all electronic City billing/payment/dispensing data it receives or generates through the course of Services provided. In the event that this Agreement is terminated or completed, Mitchell International will provide all such data to City or City's new service provider, as requested by City.

MONTHLY REPORTS:

Mitchell International will produce regular/on-going reports and have capacity for one-time ad hoc requested reports. Specific monthly reports will be determined at the time of the implementation, and will also include but not be limited to:

- Ancillary Service Report
- Brand vs. Generic Summary by Spend

- Brand vs. Generic Summary by Scripts
- Claimant History Reports including prescriptions dispensed and invoice/payment detail
- Drug Usage Report - This report will have links to all claims that have been processed for the drug name selected and will include the employer, prescriber, and pharmacy information.
- Executive Summary Report
- High Risk Report - Provides details on the Top 25 Physicians and Claimants by Narcotic Spend, Total Spend, and Total Scripts Written. This report will have links to all physicians and claimant details that make up the total narcotic spend, total spend, and total scripts written.
- Temp Card Report
- Therapeutic Class - by Spend
- Therapeutic Class - by Scripts
- Top Drugs by Spend - This report will have links to all claims that have been processed for the drug name selected and will include the employer, prescriber, and pharmacy information.
- Top Drugs by Scripts - This report will have links to all claims that have been processed for the drug name selected and will include the employer, prescriber, and pharmacy information.
- Prescription Reversal Report
- Prescription Bill Review
- Prescriber Report - by Spend
- Prescriber Report - by Scripts
- Retail vs. Mail Order Pharmacy Spend/Script

Individual employee drug utilization reports should be available as requested. The reports should show early refills, relatedness of drug to diagnosis, duplicated prescriptions, and unauthorized refills. Mitchell International will provide the City, and its agents, reports that satisfy all City requirements.

If the primary source of pharmacy management, including authorization and reporting, is conducted through the internet, Mitchell International must assure the City, in writing, that they meet applicable legal and regulatory requirements and can provide 128-bit encryption of electronic information.

PBM PARAMETERS:

Mitchell International shall, at its own cost and expense, maintain and operate facilities and personnel necessary to provide its services under this Agreement. Mitchell International will have at least three types of staffing: individuals to perform clerical functions, persons to assume administrative and supervisory roles, and medical consultants including pharmacist.

The clerical staff will be responsible for phone coverage, information and referral for services, staff support and data entry. The administrative/supervisor position will address supervision of staff, fiscal management, program oversight and management, quality control, and be the liaison with the City. The medical consultants will act as advisor and shall include at least one physician and one licensed pharmacist.

Minimum qualifications medical consultants includes current and unrestricted licensure, refined knowledge in workers' compensation rules and regulations in the State of Colorado, and proficiency in occupational health and restorative/rehabilitative care.

Within thirty (30) days from the date of award, Mitchell International shall report in writing the number of personnel that will provide services hereunder to the City. Mitchell International's personnel will be available to the City during regular business hours, Mountain Standard Time, to provide support and information services.

The primary responsibility for the monitoring of the provision of pharmaceutical care for employees, utilization management, and services received rests with Mitchell International. Monitoring activities will address appropriateness of the prescription, name of prescribing physician, prescription was filled as ordered, employee satisfaction and safety.

Service monitoring functions will include:

- Utilization management of prescribed medications per employee per month.
- Use of quality//monitoring instruments and their outcomes.
- Regular pharmacy, physician and employee contacts as needed.
- Access to deficiency information regarding pharmacies.
- Identification of training needs
- Documentation and reporting of violations, problems issues with pharmacists and actions to correct deficiencies.

BILLING:

These two items are to cover all costs incurred by Mitchell International while providing the Risk Management's Workers' Compensation Unit (Workers' Compensation) with PBM Services.

Mitchell International may invoice and collect fees for only medication approved by Risk Management's Workers' Compensation unit. There shall be minimal or no additional costs for bill review, management and/or utilization reports administration, processing, phone calls, mailings and electronic connectivity etc.

CLINICAL MANAGEMENT:

With the exception of fees explicitly defined in Exhibit B – Pricing, Mitchell International will provide at no cost to the City assistance in the management of pharmaceutical usage by injured workers, as required by the City. This assistance may include, but is not limited to, analysis and predictive modeling of pharmaceutical usage, identification of

pharmaceutical usage based on customized triggers defined by the City and notification of the City of such usage, and ongoing written and telephonic outreach by Mitchell International to pharmacies, injured workers and physicians.

PAPER BILL PROCESSING & MANAGEMENT:

As directed by the City, Mitchell International will adjudicate all paper pharmacy bills received by City at no cost to City, applying the greatest possible cost reduction achievable between Colorado fee schedule and Mitchell International contracted pricing with such Pharmacy(ies). As directed by City, Mitchell International will perform ongoing outreach to in-network pharmacies that bill the City directly, for the purpose of directing such pharmacies to bill through Mitchell International and maximizing in-network billing.

WEB PORTAL:

As required by City, Mitchell International will provide City and its agents with full access to Mitchell International's web portal, which provides access to prescription activity and program reports, and provides prescription management functionality.

OVERCHARGES:

Mitchell International will reimburse the City in full for any and all pharmaceutical overpayments issued to the City by Mitchell International or any of its subcontractors, to the extent such overpayments are paid to Mitchell International by City. Mitchell International will reimburse City in full for any and all service fees charged above contractual rates.

AUDIT RIGHTS:

At the City's request, Mitchell International will provide the City with any and all information related to transactions on the City's program, fees charged to the City, pharmaceutical costs incurred by the City, and any other information related to PBM Services.

Mitchell International understands and agrees that one of the primary purposes of audit by the City is to validate that it has been charged correct prices for pharmaceuticals and has not been charged any excess fees, that such validation may require that the City be provided access by Mitchell International to all information and documentation necessary for this purpose, and that Mitchell International will provide the City access to all such information and documentation as requested by the City.

ENFORCEMENT:

Enforcement remedies will be in place should Mitchell International fail to satisfy the scope of the work in the resulting contract. Failure to satisfy the scope of work, or to meet standards, will be defined as incorrect or improper activities by Mitchell International. These remedial actions will include the following:

- Withholding payment to the Mitchel International: Funds will be withheld until the necessary services or corrections in performance are completed when Mitchell International is not in compliance with standards set forth.
- Denial of Payment: Payment will be denied for tasks, which were not performed or not performed in a timely manner; the amount of payment will be related to the amount of work lost by the WC team.
- Removal from Work: The City may request that Mitchell International remove any employee(s), handling the City's accounts, who's performance has been deemed unacceptable or whose continued employment is contrary to public interest or the best interest of the employees of the City and Risk Management.
- Impose Fiscal Sanctions: These sanctions are fines, which will be in effect for failure to adhere to all applicable Federal and State WC laws and failure to implement current regulations.
- Terminate the Contract: The resulting contract with Mitchell International may be terminated by the Purchasing Division of the City for any of the above reasons in addition the Convenience of the City; default by Mitchell International, the insolvency or bankruptcy on the part of the PBM or unavailability of funds.

EXHIBIT B - PRICING

Fees

All fees for PBM Services are listed herein. No other fees shall be due for PBM Services.

1. Pharmaceutical Prices

Mitchel International will provide the City with two pricing options (detailed below) for pharmaceutical products. The City may employ and switch between either pricing option at its discretion, provided however that only one pricing option may be employed at any given time.

a. Pricing Option 1 – Passthrough Pricing

City shall pay Mitchel International for pharmaceuticals (for both brand and generic drugs) delivered by Participating Pharmacies at the lesser of 1) the rates (including both ingredient and dispensing fees) such pharmacies have agreed with Mitchel International to accept, or 2) the corresponding price on the Colorado Workers' Compensation Fee Schedule, plus \$13.00 per dispensed prescription. Mitchell International shall not retain any margin or spread on such pharmaceutical payments, other than the \$13.00 per prescription fee.

b. Pricing Option 2 – Traditional Pricing

City shall pay Mitchel International for pharmaceuticals under the following pricing structure:

Retail-30 day	
Brand	AWP minus 13% plus
Generic	AWP minus 65%
Dispensing Fee	\$3.00
Retail -90 Day	
Brand	AWP Minus 14% plus
Generic	AWP minus 65% plus
Dispensing Fee	\$3.00
Mail Order	
Brand	AWP minus 17% plus
Generic	AWP minus 65% plus
Dispensing Fee	\$2.50
Mail	Claims Processor Retains 50% of all
Rebates	Claims Processor Retains 50% of all

2. Drug Review Prices

Service	Description	Pricing
Nurse Review	Nurse to review current treatment patterns to evaluate the medical necessity, appropriateness, and relatedness of the prescribed medications. Therapy is reviewed in the context of the injury and current conditions. Nurse will conduct outreach with the prescribing physician to transition to an optimal treatment plan with documented agreement. All review utilizes evidence-based medical guidelines.	\$125 per Hour (minimum of 1 hour)
Pharmacist Review	Doctor of Pharmacy to review and provide summary on only drug interactions, therapeutic duplications, dosages, side effects, duration of therapy, cost efficient over-the-counter options. Pharmacist will conduct outreach with the prescribing physician to transition to an optimal treatment plan with documented agreement. All review utilizes evidence-based medical guidelines	\$150 per Hour (minimum of 1.5 hrs.)
Physician Peer Review	Peer matched reviewer, licensed in the state of the prescriber, competent to evaluate the specific clinical issues involved in medical treatment services, where these services are within the scope of the reviewer's practice. Reviewer will contact prescriber to transition to an optimal treatment plan with documented agreement. All review utilizes evidence- based medical guidelines.	\$350 per hour (minimum of 1.5 hrs.)
Drug Testing and Monitoring	Prior to long-term use of opioids, we recommend a physician peer review and regular urinalysis testing. If long-term use of opioids is continued, then our philosophy is to recommend use of mail order to enable our customers to reduce expenses through mail order delivery and utilize a single pharmacy provider. In addition to board certified on-staff pharmacists and nurses, Mitchell works with drug monitoring and compounding partners to perform in depth reviews to further assist in controlling overall drug costs through comprehensive utilization strategies.	\$420 per referral

File Processing Fee (Nurse/Pharmacist/Peer Review only)	Pricing Per File
0-100 pages medical	Free
101-200 pages medical	\$25
201-400 pages medical	\$50
400 + pages medical	\$0.125 per page



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/09/2021

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

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

PRODUCER MARSH USA INC. 1717 Arch Street Philadelphia, PA 19103 Attn: PHILADELPHIA.CERTS@MARSH.COM CN102136422-GENEX-GAWUE-21-	CONTACT NAME: PHONE (A/C. No. Ext): FAX (A/C. No): E-MAIL ADDRESS: <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A : Liberty Mutual Fire Ins Co</td> <td style="text-align: right;">23035</td> </tr> <tr> <td>INSURER B : Liberty Insurance Corporation</td> <td style="text-align: right;">42404</td> </tr> <tr> <td>INSURER C : Ironshore Specialty Insurance Company</td> <td style="text-align: right;">25445</td> </tr> <tr> <td>INSURER D : LM Insurance Corporation</td> <td style="text-align: right;">33600</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Liberty Mutual Fire Ins Co	23035	INSURER B : Liberty Insurance Corporation	42404	INSURER C : Ironshore Specialty Insurance Company	25445	INSURER D : LM Insurance Corporation	33600	INSURER E :		INSURER F :	
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INSURER D : LM Insurance Corporation	33600														
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** CLE-006771758-01 **REVISION NUMBER:** 2

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			TB2631509965-051	04/29/2021	04/29/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 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
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			AS2631509965-031 '(Hired/NonOwned Only)'	04/29/2021	04/29/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
D	<input checked="" type="checkbox"/> 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	WA563D509965-011 (AOS)	04/29/2021	04/29/2022	<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
B				WC5631509965-021 (WI)	04/29/2021	04/29/2022	
				WA763D509965-141 (MA)	04/29/2021	04/29/2022	
C	Managed Care E&O			HC7CAB9AK0001	04/29/2021	04/29/2022	LIMIT 10,000,000 SIR 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The City and County of Denver, its elected and appointed officials, employees and volunteers are included as additional insured (except workers' compensation and professional liability) where required by written contract. Waiver of Subrogation is applicable where required by written contract and allowed by law. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract.

CERTIFICATE HOLDER City and County of Denver Director of Risk Management 201 West Colfax Avenue, Dept. 1010 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 <p style="text-align: right;"><i>Marsh USA Inc.</i></p>
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