

A G R E E M E N T

THIS AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **OCCUPATIONAL HEALTH CENTERS OF THE SOUTHWEST PA PC**, a foreign corporation company whose address is PO Box 9008, Broomfield, Colorado 80021 (the “Consultant”), jointly “the parties”.

The parties agree as follows:

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

2. SERVICES TO BE PERFORMED:

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

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

c. The Consultant 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, 2019 and will expire on December 31, 2023 (the “Term”). Subject to the 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 Director.

4. COMPENSATION AND PAYMENT:

a. Fee: Fees shall be limited to the Maximum Contract Amount, billed as referenced in **Exhibit B**.

b. Reimbursable Expenses: There are no reimbursable expenses permitted under this agreement.

c. Invoicing: Consultant shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City including all supporting documentation

required by the City. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement.

d. Maximum Contract Amount:

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **THREE MILLION DOLLARS AND NO CENTS (\$3,000,000.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Consultant beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at Consultant'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 CONSULTANT: The Consultant is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Consultant 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 twenty (20) days prior written notice to the Consultant. However, nothing gives the Consultant the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Director.

b. Notwithstanding the preceding paragraph, the City may terminate the 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, kick backs, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar

nature in connection with Consultant'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 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 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 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 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 Consultant 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 any pertinent books, documents, papers and records of the Consultant, involving transactions related to the Agreement until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations.

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 Consultant. 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:** 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. Consultant shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M.

Best Company as “A-”VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the above-described policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Consultant shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City’s contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Consultant. 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: Consultant shall provide a copy of this Agreement to its insurance agent or broker. Consultant may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. Consultant certifies that the certificate of insurance attached as **Exhibit C**, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City’s contract number be referenced on the Certificate. The City’s acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Consultant’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 Professional Liability (if required), and Excess Liability/Umbrella (if required) 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 all coverages required under this Agreement, 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. Consultant shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Consultant agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

f. **Workers' Compensation/Employer's Liability Insurance:** 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. 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 Consultant executes this Agreement.

g. **Commercial General Liability:** The Contractor 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. **Business Automobile Liability:** Consultant shall maintain Business 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 (Errors & Omissions):** Contractor shall maintain limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

j. **Cyber Liability:** Contractor shall maintain Cyber Liability coverage with limits of \$1,000,000 per occurrence and \$1,000,000 policy aggregate covering claims involving

privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security.

k. Additional Provisions:

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

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

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

(ii) For claims-made coverage:

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

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

10. DEFENSE AND INDEMNIFICATION

a. Consultant 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 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. 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. 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. Consultant shall defend any and all Claims which may be brought or threatened against City and shall 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 will be in addition to any other legal remedies available to City and will not be the City's exclusive remedy.

d. Insurance coverage requirements specified in this Agreement in no way lessen or limit the liability of the Consultant under the terms of this indemnification obligation. The Consultant is responsible to 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 Consultant 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 Consultant shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the 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 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 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. 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 Consultant receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

15. NO AUTHORITY TO BIND CITY TO CONTRACTS: The Consultant 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 Consultant 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 Consultant shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Consultant 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 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,

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 Consultant 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 Consultant at the address first above written, and if to the City at:

Occupational Health Centers of the Southwest PA PC
PO Box 9008
Broomfield, Colorado 80021

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 ILLEGAL ALIENS 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 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 the 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 the 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 either the E-Verify Program.

(4) It is prohibited from using either the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the 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 the 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 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 the Agreement. If the 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.

20. DISPUTES: All disputes between the City and Consultant 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 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 this Agreement, the Consultant 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 Consultant shall insert the foregoing provision in all subcontracts.

23. COMPLIANCE WITH ALL LAWS: Consultant 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: Consultant 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 Consultant represents and warrants that he has been fully authorized by Consultant to execute the Agreement on behalf of Consultant and to validly and legally bind Consultant 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 Consultant 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 Consultant intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Consultant and paid for by the City pursuant to this Agreement, in preliminary or final form and on any media whatsoever (collectively, “Materials”), shall belong to the City. The Consultant 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 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 rights in perpetuity.

28. SURVIVAL OF CERTAIN PROVISIONS: The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Consultant’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 Consultant shall not include any reference to the Agreement or to services performed pursuant to the 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 the 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.

30. CONFIDENTIAL INFORMATION:

a. City Information: Consultant acknowledges and accepts that, in performance of all work under the terms of this Agreement, 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 information may be damaging to the City or third parties. Consultant agrees that all Proprietary Data, confidential information or any other data or information provided or otherwise disclosed by the City to Consultant shall be held in confidence and used only in the performance of its obligations under this Agreement. Consultant shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent consultant 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 Consultant 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: Consultant 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: Consultant 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.

[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:

DocuSigned by:
By: 
4EE06EDAE91D4D4...

Name: Robert G. Hassett, DO, MPH
(please print)

Title: President, Treasurer and Corporate Secretary
(please print)

ATTEST: [if required]

By: _

Name:
(please print)

Title:
(please print)



EXHIBIT A
SCOPE OF WORK

**OCCUPATIONAL HEALTH CENTER OF THE SOUTHWEST, P.A., P.C.
d/b/a CONCENTRA MEDICAL CENTERS**

EXHIBIT A. SCOPE OF WORK

Act as a designated medical provider under the Workers' Compensation Act and Rules of Procedure of the state of Colorado as follows:

1. Provide medical triage and treatment for injured employees at facilities equipped with necessary equipment for radiographs or X-rays, when appropriate, including an efficient process for interpreting results. Some of the City's workforce is on duty seven days a week and 24 hours a day. We are seeking medical services covering as much time as possible to address the needs of injured employees within this workforce. CCD employees utilize the Ouchline for reporting almost all new claims, and the facility must be able to receive reports of new injuries faxed and/or E-Mailed from the Ouchline.
2. Provide multiple facilities that comply with the requirements of all federal and state laws, including but not limited to the Americans with Disabilities Act, that are applicable to providing Workers' Compensation services.
3. Address causation of employee injuries based on the mechanism of the alleged injury, accident, or occupational disease to determine, to a reasonable degree of medical probability, whether the injury is work related and provide opinions on reasonable and necessary treatment
4. The first visit by a CCD employee shall be with a Level II accredited M.D./D.O. Every third visit thereafter shall be with a Level II accredited M.D./D.O. Any MMI finding or determination for a CCD employee shall be with a Level II accredited M.D./D.O. The M.D. or D.O. will address release to return to work issues for the CCD employee instead of a physician's assistant or nurse practitioner.
5. Maintain consistency and continuity in care by assuring to the fullest extent possible that the same physician and/or his/her designated staff treats the same CCD employee for any work-related injuries incurred while an employee of CCD is being treated for Workers' Compensation.
6. Comply with any existing contracts between CCD and providers of ancillary services, including but not limited to CCD's contracts for pharmacy services, diagnostic services and physical therapy, although alternative providers of these services may be considered. (Copies of existing ancillary service provider contracts will be released to the successful proposer upon the execution of the resulting contract.)
7. When reasonable and necessary, but subject to CCD Workers' Compensation Unit (WCU) staff approval, refer injured employees to specialists. Prior to the initial specialist visit, all available X-rays, medical test results, and records must be made available to referral specialists. Must obtain specialists' reports within ten (10) business days and

have report available at next visit. The designated medical provider will serve as a gatekeeper to any referrals and outside treatment services.

8. Evaluate employees no later than fourteen (14) days post-operatively (sooner if the surgeon's report is available). Evaluate employees at least every fourteen (14) days while unable to work due to a work-related injury.
9. Follow the Colorado Division of Workers' Compensation's Medical Treatment Guidelines (Colorado Rules of Workers' Compensation Procedure, Rule 17, Exhibits 1 through 10) as applicable.
10. Comply with Colorado Rules of Workers' Compensation Procedure, Rule 16, Utilization Standards.
11. Provide permanent medical impairment ratings consistent with the Workers' Compensation Act of Colorado, the AMA Guides for Evaluation of Permanent Impairment, Third Edition (Revised), the Level II Accreditation Curriculum, the Rules of Workers' Compensation Procedures, and applicable directives from the Division of Workers' Compensation.
12. Provide post-accident drug and alcohol testing in compliance with any and all federal and state statutes and in accordance with proper protocols and CCD procedures.

Support Returning Injured Employees To Work To Include:

1. Facilitation of returning employees to their normal job function and identifying the ability to participate in modified duty whenever possible. The focus, whenever medically possible, shall be on determining work abilities/restrictions applicable to each injured CCD employee.
2. Concentra's physician(s) are required to sign offer letters for temporary modified duty pursuant to Rule 6 of the Colorado Division of Workers' Compensation Rules of Procedure and return the signed offer letter to the CCD WCU within 24 hours of the designated provider's receipt of the letter.
3. Concentra physician(s) shall provide written return-to-work releases to the WCU by end of day or no later than the following morning after a medical visit by a CCD employee. The provider must refrain from providing retroactive off-work releases.
4. Concentra physician(s) shall report to the WCU by the end of day or no later than the following morning any issues relating to modified duty restrictions, including but not limited to specific restriction requirements or accommodations that are needed.
5. Concentra's medical director is required to participate in monthly (at a maximum) six-month modified duty reviews regarding employees on modified duty for six (6) months or more from the date of injury, if any.

Coordinate And Communicate With WCU Staff As Needed And As Follows:

1. Concentra shall provide WCU staff with advice as needed over the telephone regarding triage and recommendations for:
 - Care and recommended diagnostic testing
 - Transport that may be necessary for emergency care
 - Other information not identified at this time

2. Concentra shall provide WCU with written reports as follows:
 - (a) Work status reports within 24 hours of initial evaluation following the injury, addressing:
 - Employee work status
 - If the employee may return to work subject to restrictions, including detail of the restrictions and any suggested or required accommodations including but not limited to ergonomic issues;
 - To the extent possible, estimated duration of time before employee can be expected to return to full duty and/or suggested time frame for follow up visit and evaluation.

 - (b) Initial medical reports within 72 hours to include:

A complete, thorough, unbiased review with regard to causation, including whether the mechanism of injury is consistent with

 - The reported accident;
 - The exposure,
 - The job duties of the employee

Concentra will also provide time-defined, goal-oriented medical care and treatment plans that support returning the employee to work as soon as medically reasonable.

 - (c) Provide WCU with a dictated report of each visit.

 - (d) Provide WCU with dictated Progress Reports at least every 45 days on open cases. The report will include but is not limited to: updated treatment plan and estimated date of maximum medical improvement.

3. Concentra shall provide supporting diagnostic study results, including but not limited to MRI, CT scans, radiology and lab results, to WCU.

4. Concentra shall have the ability to access and utilize, to the full extent of its capabilities, OSCARLINK.
5. Concentra shall have a means to communicate effectively with all persons within CCD with whom communication is necessary for the management of its employees, including but not limited to WCU staff, the City Attorney's Office, and managers and supervisors of various City agencies and departments.
6. Medical professionals shall be available on reasonable notice for any necessary court testimony, depositions, and conferences with the parties and their attorneys at no additional charges beyond what is allowed under the fee schedule.
7. Concentra shall ensure availability of on-site nurse case managers or patient care coordinators who will act as a liaison with the WCU as follows:
 - Be willing and able to meet with WCU staff every six (6) weeks to ensure that cases are moving along the continuum of care and;
 - Notify WCU staff of employees' missed appointments, at least on a weekly basis
8. Concentra shall facilitate payment of bills by submitting them to the City's contractor for bill review, fee schedule application, and any additional discounting as appropriate. Currently this vendor is Corvel.

Medical services provided pursuant to this agreement for industrial injury or illness shall paid for based on the Colorado Division of Workers' Compensation fee schedule less the all-inclusive 10% discount provided in the 2018 proposal.

Provide employment related Occupational Medical (non-work comp) services as requested. Fees for services not included in Exhibit B will be negotiated and agreed upon in writing prior to the provision of such services.

EXHIBIT B
SCHEDULE OF FEES

EXHIBIT B

Post Conditional Job Offer Physicals	Additional information about the requirement:	Proposed pricing
Senior Utility Workers-Post Conditional Job Offer	Pre employment Physical, Range of Motion Test Level 2	\$77
Pre-employment PT/OT Exam	Human Performance Evaluation	\$62.50
Civil Svc Post Cond Job Offer Physical with Range of Motion	Pre employment Physical, Range of Motion Test Level 2, CBC w/ diff, Metabolic panel	\$204
DOT Physicals (renewals)	DOT Physical	\$65
DOT Physicals (new)	DOT Physical, Regulated Drug Screen including MRO	\$115
DOT Drug Screens	Regulated Drug Screen including MRO	\$48
Retirement Physical	Physical	\$59
Fit For Duty	Fit For Duty Physical Level 2	\$61
Other Services		
Established Visit-Level II (non-job related)		\$186
Established Visit-Level III (non-job related)		\$230
DPD Firing Range Surveillance Exam	Physical, Audiogram,CBCw/Diff, Metabolic Panel (includes BUN, Creatine), Blood Lead ZPP	\$290
Lead Exposure Exam	Lead & ZPP-whole blood, CBC w/ Diff, Metabolic Panel (includes BUN and Creatine)	\$280
Breath Alcohol Test		\$28
Hearing Screening	Audiogram	\$23
Vision Test		
Vision Titmus		\$31
Vision Ishihara/Color	Vision Ishihara/Color	\$22
Occupational Health Provider (time charged per hour)	MRO fee is included in drug testing cost.	LNP/RN \$120/hr; MA/EMT \$85; MD/DO \$325/hr; PA/NP \$195; PT \$180/hr
Respirator Fit Test Qualitative	Respirator Fit Test Qualitative	\$40
Respirator Use Training		Concentra does not offer respirator use training
Respirator Training & Qualitative Fit Testing Combined		Concentra does not offer respirator use training
Initial Exposure Exam		\$82
Follow-Up Exposure Exam		\$82
Requested Drug Screen (XO 94)	Regulated Drug Screen/5 Panel Rapid Drug Screen	\$47
Hep B Shot (per injection)	Hep B Shot	\$98
Flu Shot	Flu Shot	\$25
PPD	PPD	\$34
Two Step PPD	PPD x2	\$68
MMR Vaccine	MMR Vaccine	\$115
Rapid Drug Screen	Rapid Drug Screen 5 panel	\$38
Combined Post Offer & DOT Physical	DOT Physical & EO94 Physical	\$83
Impairment Exam By Treating Physician		\$520 for established patient; \$700 for Unestablished patient
Hazmat Medical Review	Periodic Hazmat Physical, CBC w/ diff, Metabolic Panel, Lipid	\$227
Disability Retirement (Without Physical)		\$350
Disability Retirement Physical		\$400

Blood work:		
Comprehensive Metabolic Panel	Albumin;Bilirubin, Total;Calcium;CarbonDioxide;Chloride;Creatine;Glucose;Alkaline Phosphatase;Potassium;Protein, Total;Sodium;SGOT (AST);SGPT (ALT);BUN	\$53
CBC with Diff	Heamatocrit;Hemoglobin;RBC Count (red blood cells);WBC Count (white blood cell);WBC Differential	\$44
Lipid Panel	Total Cholesterol, HDL,Triglycerides	\$45
Blood Lead	Blood Lead	\$45
Blood Lead ZPP	Blood Lead ZPP	\$105
Chem 23	Chem 23	\$89
On-Site Testing		
Hourly Fee	minimum 2 hours	LNP/RN \$120/hr; MA/EMT \$85; MD/DO \$325/hr; PA/NP \$195; PT \$180/hr (on site will also include drive time + Milage)
Drug Screen Collection Fee	minimum 10 participants	\$50 each
Breath Alcohol Test	minimum 1 participant	\$55
Physical Exam Testing (on-site)		\$115
PRICING/FEES for Worker's Compensation related Medical Services	discount % on services provided	10% discount State Fee schedule

EXHIBIT B.1

City of Denver Police Officer/Fire Fighter Post Offer Physical Exam Protocol

Mandatory Testing	Cost
Medical history review	\$26.00
Physical Exam (includes vision)	\$98.50
Respirator questionnaire review	\$33.50
Audiometry	\$23.00
Range of Motion Testing (performed by a Physical Therapist)	\$62.50
Chem Screen/Complete CBC	\$133.00
PFT (Pulmonary function test) or Spirometry	\$71.50
Optional Testing (performed based on medical necessity)	
PA & LAT Chest X-Ray	\$96.50
EKG	\$84.00
Stress EKG	\$146.50
Lead Testing	\$45.00
Thyroid	\$45.00
Additional Testing	
TB Testing – Group basis (at Academy)	\$34.00

Performed for Each Physical:

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

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

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

Range of Motion Testing is used to determine if an individual has a normal range of motion in their joints (shoulders, knees, back, etc.) as well as to determine an individual's ability to climb through small openings, climb over obstacles lower than six feet, drag an injured or unconscious person, pull self over obstacles, perform an evasive maneuver to recover a weapon from a suspect, or to subdue & arrest a resisting/attacking individual. It also establishes a baseline for future work comp. injury claims.

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

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

Optional Testing: (performed based on medical necessity)

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

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

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

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

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

Pre-existing Medical Condition

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

EXHIBIT C

ACORD Evidence of Liability Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/3/2018

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 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 The Graham Company The Graham Building 1 Penn Square West Philadelphia PA 19102-	CONTACT NAME: SelectMed Unit PHONE (A/C, No, Ext): 215-567-6300 E-MAIL ADDRESS: SELECTMED_UNIT@grahamco.com	FAX (A/C, No): 215-525-0243	
	INSURER(S) AFFORDING COVERAGE		
INSURED CONCGRO-01 Occupational Health Centers of The Southwest PA c/o Select Medical Corporation 4716 Old Gettysburg Rd. Mechanicsburg PA 17055	INSURER A: Columbia Casualty Company		NAIC # 31127
	INSURER B: American Guarantee & Liability		26247
	INSURER C: Liberty Mutual Fire Ins. Co.		23035
	INSURER D: Allied World Assurance Company, Ltd. (DOMICILED)		
	INSURER E: Liberty Insurance Corporation		42404
	INSURER F: Liberty Mutual Insurance Group		23043

COVERAGES

CERTIFICATE NUMBER: 814213806

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Lia <input checked="" type="checkbox"/> \$1M Claim/\$3M Ag GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	HAZ 4032244581-3	6/1/2018	6/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	Y	AS2-631-510199-038	6/1/2018	6/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 2,000,000	Y	Y	HMC 4032235752-3	6/1/2018	6/1/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
E F	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	N/A	WA7-63D-510199-018 WC7-631-510199-028	6/1/2018 6/1/2018	6/1/2019 6/1/2019	<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 D	Property Excess Liability			ZMD0119116-03 C023701-004	6/1/2018 6/1/2018	6/1/2019 6/1/2019	SEE BELOW \$10M Each Occurrence \$10M Aggregate

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

UMBRELLA LIABILITY COVERAGE includes Excess General Liability on an Occurrence Basis and Excess Professional Liability on a Claims Made Basis. Both Coverages are excess of a \$2,000,000 Self-Insured Retention each Occurrence/Claim subject to a \$10,000,000 Aggregate.

PROFESSIONAL LIABILITY COVERAGE includes Case Management Services including the rendering of case management or utilization review performed by insured for others.

INDIANA PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Continental Casualty Company - Policy #HAZ 4032244595-3; Effective 6/1/2018-2019 - \$400,000 Each Medical Incident/\$1,200,000 Aggregate Per Insured or Surgeon
See Attached...

CERTIFICATE HOLDER**CANCELLATION**

CITY AND COUNTY OF DENVER
 201 WEST COLFAX AVENUE, DEPT 304, 11TH FLOOR
 DENVER CO 80202

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

AGENCY The Graham Company		NAMED INSURED Occupational Health Centers of The Southwest PA c/o Select Medical Corporation 4716 Old Gettysburg Rd. Mechanicsburg PA 17055	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

KANSAS PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Continental Casualty Company - Policy #HAZ 4032244600-3; Effective 6/1/2018-2019 - \$200,000 Each Medical Incident/\$600,000 Aggregate Per Insured or Surgeon

LOUISIANA PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Columbia Casualty Company - Policy #HAZ 4032244614-3; Effective 6/1/2018-2019 - \$100,000 Each Medical Incident/\$300,000 Aggregate Per Insured or Surgeon

NEBRASKA PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Columbia Casualty Company - Policy #HAZ 4032244628-3; Effective 6/1/2018-2019 - \$200,000 Each Medical Incident/\$600,000 Aggregate Per Insured or Surgeon

PENNSYLVANIA PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Columbia Casualty Company - Policy #HAZ 4032244631-3; 6/1/2018-2019 - \$500,000 Each Medical Incident/\$1,500,000 Aggregate Per Insured or Surgeon

WISCONSIN PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Continental Casualty Company - Policy #HAZ 4032244659-3; 6/1/2018-2019 - \$1,000,000 Each Medical Incident/\$3,000,000 Aggregate Per Insured or Surgeon

PROPERTY COVERAGE: Risk of Physical Loss or Damage to Covered Property subject to policy terms and conditions.

WORKERS COMPENSATION - Occupational Health Centers of California, A Medical Corporation - Policy #WA7-63D-510199-048; Effective: 6/1/2018-2019

WORKERS COMPENSATION - Occupational Health Centers of Southwest, P.A. - Policy #WA7-63D-510199-058 and WC7-631-510199-068; Effective: 6/1/2018-2019

ADDITIONAL WORKERS COMPENSATION POLICIES:

OHC of Arkansas – Policy #WC7-631-510199-078; Effective: 6/1/2018-2019
 OHC of Southwest (AZ/UT) – Policy #WC2-631-510199-118; Effective: 6/1/2018-2019
 OHC of Delaware – Policy #WC2-631-510199-108; Effective: 6/1/2018-2019
 OHC of Georgia/Hawaii – Policy #WC2-631-510199-178; Effective: 6/1/2018-2019
 OHC of Illinois – Policy #WC2-631-510199-198; Effective: 6/1/2018-2019
 OHC of Louisiana – Policy #WC2-631-510199-098; Effective: 6/1/2018-2019
 OHC of Michigan – Policy #WC2-631-510199-188; Effective: 6/1/2018-2019
 OHC of Nebraska – Policy #WC2-631-510199-148; Effective: 6/1/2018-2019
 OHC of New Jersey – Policy #WC2-631-510199-138; Effective: 6/1/2018-2019
 OHC of North Carolina – Policy #WC7-631-510199-088; Effective: 6/1/2018-2019
 OHC of Southwest (KS) – Policy #WC2-631-510199-128; Effective: 6/1/2018-2019
 Therapy Centers of Southwest I, PA (OR) - Policy #WC2-631-510199-168; Effective: 6/1/2018-2019
 Therapy Centers of South Carolina, PA - Policy #WC2-631-510199-158; Effective: 6/1/2018-2019

CYBER LIABILITY - National Union Fire Insurance Company of Pittsburgh, PA - Policy #01-950-31-88; Effective 9/25/2018-2019 - Limit: \$10,000,000 Security and Privacy

EXCESS CYBER LIABILITY - Endurance American Insurance Company - Policy #PRX10009889402; Effective: 9/25/2018-2019 - Limit: \$10,000,000 Each Occurrence/Aggregate

Coverage is provided for all medical professionals currently or previously employed or contracted by the above Named Insured, but only for professional services performed for or on behalf of the above Named Insured.

CRIME COVERAGE - Policy #06-766-65-01; Effective: 12/31/2017-2018 - \$10,000,000 Limit (AIG)

RE: OHC SWPA/CMC HAS BE AWARDED A CONTRACT UNDER RFP 28761 TO PROVIDE OCCUPATIONAL MEDICAL SERVICES TO THE EMPLOYEES OF THE NAMED CLIENT.

CITY AND COUNTY OF DENVER and its elected and appointed officials, employees, agents, volunteers, and successors in interest are Additional Insureds on a Primary and Non-Contributory Basis on the General Liability, Automobile Liability and Umbrella Liability Coverages if required by written contract.

Prior to a loss and if required by written contract, Waiver of Subrogation is provided in favor of the additional insureds on the General Liability, Automobile Liability, Umbrella Liability and Workers Compensation Coverages if permitted by state law.

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE GRAHAM COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE GRAHAM COMPANY, ITS AGENTS OR REPRESENTATIVES.



WAIVER OF SUBROGATION ENDORSEMENT

In consideration of premium paid, it is agreed as follows:

SCHEDULE

Name of Person or Organization:	
CITY AND COUNTY OF DENVER and its elected and appointed officials, employees, agents, volunteers, and successors in interest	

Solely with respect to the persons or organizations shown in the Section VIII **CONDITIONS**, the condition entitled **Transfer of Rights of Recovery** is deleted in its entirety and replaced with the following:

- We waive any right of recovery we may have against the person or organization shown in the Schedule because of payments we make under this Policy. This waiver applies only to the person or organization shown in the Schedule above.

Insured Name: Concentra Group Holdings, Inc.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.
--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

CITY AND COUNTY OF DENVER and its elected and appointed officials, employees, agents, volunteers, and successors in interest

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or organization for whom you perform work under a written contract if the contract requires you to obtain this agreement from us, but only if the contract is executed prior to the injury or damage occurring.

Premium: \$ INCL

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.



Concentra Group Holdings, Inc.

UMBRELLA BLANKET ADDITIONAL INSURED ENDORSEMENT

It is understood and agreed that the **Healthcare Umbrella Policy** is amended as set forth below:

The section entitled **DEFINITIONS**, the definition of **Insured**, paragraph **E.** is deleted in its entirety and replaced by the following:

Any person or organization to whom or to which the **Insured Entity** is required by **insured contract** to include as an additional insured. Insurance shall be limited to the extent of coverage and limits of liability required by the **insured contract**. The **insured contract** must be executed prior to the occurrence of any loss. The extent of coverage and the limits of liability of such contract shall not increase the limits stated in the section entitled **Limits Of Insurance** or the extent of coverage in this policy.

In the event that the **insured contract** is silent with respect to coverages available under this endorsement to such additional insured, the coverages shall be those contained in the standard commercial general liability policy, without modification by endorsement except for the pollution exclusion endorsement, the asbestos exclusion endorsement, and the designated professional services exclusion endorsement, as attached to this policy or the primary policy shown on the Schedule of **Underlying insurance**.

This endorsement does not apply with respect to any party added to this policy as an additional insured by a separate endorsement.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA80663XX (09-2016)

Endorsement Effective Date:

Endorsement No: 9; Page: 1 of 1

Underwriting Company: Columbia Casualty Company, 333 S. Wabash Ave., Chicago, IL, 60604

Policy No: HMC 4032235752-3

Policy Effective Date: 6/1/2018

Policy Page: 68 of 72

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by contract or written agreement prior to loss and allowed by law

In the state of Wisconsin the premium charge is 2% of the total manual premium, subject to a minimum premium of \$50 per policy.

Issued by LM Insurance Corporation 27243

For attachment to Policy No. WC5-631-510199-068 Effective Date Premium \$

Issued to Occupational Health Centers of the Southwest, PA