

EIGHTH AMENDATORY AGREEMENT

This **EIGHTH AMENDATORY AGREEMENT** is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **RISKONNECT CLEARSIGHT LLC**, a Delaware limited liability company, whose address is 1701 Barrett Lakes Blvd., Suite 500, Kennesaw, GA 30144 (“Vendor”), successor to **MARSH CLEARSIGHT LLC**, jointly “the Parties.”

WITNESSETH:

WHEREAS, the City and Vendor, entered into an Agreement effective November 01, 2013, and Amendatory Agreement on April 14, 2015, a Second Amendatory Agreement on January 14, 2016, a Third Amendatory Agreement on March 31, 2016, a Fourth Amendatory Agreement on December 19, 2016, a Fifth Amendatory Agreement dated October 11, 2018, a Sixth Amendatory Agreement dated May 17, 2019, and a Seventh Amendatory Agreement dated November 5, 2019, for SaaS licensing, maintenance, services and support for STARSTTM software, including Federal Medicare reporting (the “Agreement”); and

WHEREAS, the Parties wish to amend the Agreement to extend the term and increase funding.

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

1. Article 4 of the agreement entitled “**TERM**” is amended to read as follows:

“**4. TERM**: The term of the Agreement is from November 1, 2013 (the “Effective Date”) through December 31, 2025.”

2. Article 5. D. (i) of the Agreement entitled “**Maximum Contract Liability**” is amended to read as follows:

5. COMPENSATION AND PAYMENT:

D. Maximum Contract Liability:

(i) Any other provision of this Agreement notwithstanding, in no event shall the City be liable for payment for services rendered and expenses incurred by the Vendor under the terms of this Agreement for any amount in excess of the sum of **TWO MILLION FOUR HUNDRED SIXTY-SEVEN THOUSAND SIX HUNDRED TWENTY-SIX DOLLARS AND ZERO CENTS (\$2,467,626.00)**. The Vendor acknowledges that any work performed by Vendor beyond that specifically authorized by the City is performed at Vendor’s risk without authorization under this Agreement.”

3. Article 21 is amended to replace the Vendor's notice address as follows:

By City to Vendor:

Riskconnect, Inc.
Chief Financial Officer
1701 Barrett Lakes Blvd., Suite 500
Kennesaw, GA 30144

With a copy to: legal@riskconnect.com

and

Riskconnect, Inc.
Attn: General Counsel
1701 Barrett Lakes Blvd., Suite 500
Kennesaw, GA 30144

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

5. This Eighth Amendatory 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.

6. **RISKONNECT RENEWAL NOTICE NO.1** is attached hereto and incorporated herein.

[SIGNATURE PAGES FOLLOW]

Contract Control Number:
Contractor Name:

FINAN-202056357-08/ALF: 201311634-08
RISKONNECT CLEARSIGHT LLC

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

FINAN-202056357-08/ALF: 201311634-08
RISKONNECT CLEARSIGHT LLC

By: Teri McEvily
Teri McEvily (Nov 19, 2020 10:04 EST)

Name: Teri McEvily
(please print)

Title: CFO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



RISKONNECT RENEWAL NOTICE NO.1

This Renewal Notice No. 1 (“**Renewal Notice**”) is by and between City and County of Denver (“**Client**”) and Riskonnect, Inc. and its Affiliates, (collectively, “**Riskonnect**”), pursuant to the SOFTWARE AS A SERVICE AGREEMENT by and between the parties effective November 1, 2013, as amended (“**Agreement**”). Capitalized terms used but not defined herein shall have the meanings given to them in the Agreement. This Renewal Notice is effective as of January 1, 2021.

This Renewal Notice supplements, and, except as otherwise set forth herein, does not amend or supersede the terms of the Agreement. The intent of this Renewal Notice is to extend Client’s subscriptions to ongoing services under the Agreement, including its SOW(s), for an additional Renewal Subscription Term.

1. **Renewal Subscription Term:** Five (5) years, from January 1, 2021 to December 31, 2025.
2. **Subscriptions and Licenses.** Client’s subscriptions and licenses under the Agreement are as follows:

Application Subscription Bundle	Annual Fee
Application Subscription Includes: <ul style="list-style-type: none"> a. 34 General Licenses b. 53 Lite User Licenses c. Business intelligence - Up to 5 Users d. Business Intelligence Solution e. AP Export f. CMS g. CS Claims Management - Standard h. Events/Notifications i. Hosting j. HR Import k. Interview Entry l. Location Manager m. MBRIP - Export n. MBRIP - Import o. Screen Design p. Table Based Look-up q. Security Configuration 	Included in Annual Fee
Application Subscription Annual Fees	Included
Licenses and Add-ons	Units
Document Management System (DMS) Integrator	1
Data Discovery: 1 Module (Claims)	1
Premium Benchmarking with Pricing Trends/Claim Predictive Analytics	1
WC Benchmarking Data Discovery	1

Customer Success Services	Units
Riskconnect Service: Annually recurring Client Service Hours Bundle - 100 Annually recurring Client Service Hours Additional Hours can be purchased @ \$195/hr	1
Ongoing Training Session (Up to 8 hours)	2
Customer Success Services Annual Fees	Included
Data Infrastructure & Storage Subscriptions	Units
Storage (per GB)	150
Data Infrastructure & Storage Subscriptions	Included
Data Subscription	Frequency
FROI/SROI/EDI for Colorado (billed quarterly in arrears)	Ad Hoc
Data Subscription Annual Fees	Included
One Time - Customer Success Services	Units
Customer Success Services Support Hours - Data Discovery	60
One Time -Customer Success Services Fee	\$6,950
Total Annual Fees Under this Notice *Fees may be subject to 2% annual increase in accordance with the Agreement Invoiced upon execution and annually thereafter for the Renewal Subscription Term, with payment due on or before the anniversary of the Effective Date of the Agreement	\$212,528
Year 1 - Fees Under this Notice Invoiced upon execution and annually thereafter for the Subscription Term, with payment due on or before the anniversary of the Effective Date of the Agreement	\$212,528
Year 2 - Fees Under this Notice Invoiced upon execution and annually thereafter for the Subscription Term, with payment due on or before the anniversary of the Effective Date of the Agreement	\$216,778.56
Year 3 - Fees Under this Notice Invoiced upon execution and annually thereafter for the Subscription Term, with payment due on or before the anniversary of the Effective Date of the Agreement	\$221,114.13
Year 4 - Fees Under this Notice Invoiced upon execution and annually thereafter for the Subscription Term, with payment due on or before the anniversary of the Effective Date of the Agreement	\$225,536.41

Year 5 - Fees Under this Notice	\$230,047.14
Invoiced upon execution and annually thereafter for the Subscription Term, with payment due on or before the anniversary of the Effective Date of the Agreement	

3. Annual Data Services Support. The following support for ongoing data services is included with Client’s annual data services support fee:

- Custom financial data validation
- Custom non-financial data validation
- Data provider file archive management
- Data provider FTP server downtime (minor)
- Data provider system downtime (minor)
- Maintenance of Data Feed Encryption
- Maintenance of Data Feed Transmission
- Maintenance of Standard Data provider code mapping specifications
- Maintenance of Data provider Data Feed Libraries
- Maintenance of Data provider Data Feed Libraries
- Maintenance of Standard Data provider field mapping specifications
- Monitoring of Data Feed Dashboards
- Standard data interface upgrades
- Standard financial data validation
- Standard non-financial data validation

For ongoing data interfaces, support needs resulting from issues outside of Riskconnect's control (including but not limited to a data provider's errors resulting in interface failure or a load failure caused by lack of data arrival), data services support will be provided using Client’s subscribed service hours.

In order to perform data interface services, Riskconnect may receive Client Data that may be sent from Client or Client’s third parties. Unless otherwise specified in writing, Riskconnect is responsible for the execution and verification of all implementation and ongoing data interfaces, provided that the following Data Transfer Protocols (“DTPs”) are followed:

- A. Client shall be responsible for the delivery to Riskconnect of electronic files for data interfaces in generally accepted, standard, readable formats (e.g. CSV files or flat delimited files).
 - i. In the case of a spreadsheet load, Client will prepare Client Data in an acceptable import format, including combining data into one single tab, one row per record, and removing any formatting (subtotals and titles). In the event Client Data in an Excel load is not in an acceptable format, Riskconnect will utilize budgeted service hours, or if Client doesn't have budgeted service hours, Client may execute an order for the service hours needed to correct formatting of Client Data.
 - ii. While Riskconnect’s platform is designed to enable Client to improve the overall quality of Client Data, Riskconnect cannot be responsible for the quality of Client Data as it is presented to Riskconnect. Therefore, any work effort by Riskconnect on researching or cleaning up Client Data, consulting with Client or Client’s Data provider regarding data quality issues, or reloading Client Data due to its poor quality, is billable to Client outside of the scope of the applicable SOW.
 - iii. Control totals must be provided, financial data must balance to control totals, and claims must balance to transactions; all data in a given file must be of the same evaluation date.
- B. With guidance from Riskconnect, Client is responsible for making all arrangements with third parties to provide data for data interfaces to be performed by Riskconnect, and Client is responsible for any fees associated with the request in order for Client’s third party to perform the work. Riskconnect will not be responsible for costs assessed or any acts or omissions committed by Client Data providers (e.g. third party administrators (TPAs) or insurance carriers);
- C. For each one-time implementation data interface to be performed by Riskconnect, Client shall provide Riskconnect an initial file and a go-live file and the go-live file must be in the same layout and format as the initial file.
- D. For ongoing feeds, files will be sent consistently within a specific, but reasonable time frame that supports automation.
- E. Client shall be responsible for the delivery of a data dictionary for each data interface performed by Riskconnect.

- F. Tables and fields provided to Riskconnect for data interfaces must have consistently defined relationships (referential integrity). Tables must be received as merged (denormalized) to provide a single flat file for each component (i.e., Claim, Claim Transactions, and/or Location Hierarchy). Tables must not contain duplicate unique keys, and related tables/files must have valid foreign keys. Table structures and field formats must remain consistent in subsequent submissions. If Riskconnect is required to research and rectify any data issues caused by inconsistent referential architecture, then Riskconnect will utilize budgeted service hours. If Client doesn't have budgeted service hours Client may execute an order for the service hours needed to correct formatting of Client Data.
- G. Riskconnect and Client shall each ensure all data transmitted to or from the Riskconnect Service is encrypted using PGP encryption. In the event Client, or any of Client's third party data providers, is unable or unwilling to use PGP encryption, then Client acknowledges and agrees that (1) the data interface will not be delivered or performed by Riskconnect, (2) Riskconnect shall have no liability for failure to deliver or perform the data interface, and (3) Riskconnect shall not be required to offer any refund to Client or Client's third party data provider for not delivering or performing the data interface.







City and County of Denver

Final Audit Report

2020-11-19

Created:	2020-11-18
By:	Reshanna Kelly (reshanna.kelly@riskconnect.com)
Status:	Signed
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"City and County of Denver" History

-  Document created by Reshanna Kelly (reshanna.kelly@riskconnect.com)
2020-11-18 - 6:06:33 PM GMT- IP address: 13.110.14.8
-  Document emailed to Teri McEvily (teri.mcevily@riskconnect.com) for signature
2020-11-18 - 6:09:07 PM GMT
-  Email viewed by Teri McEvily (teri.mcevily@riskconnect.com)
2020-11-18 - 6:10:33 PM GMT- IP address: 47.36.9.16
-  Teri McEvily (teri.mcevily@riskconnect.com) has agreed to the terms of use and to do business electronically with Riskconnect, Inc
2020-11-19 - 3:04:01 PM GMT- IP address: 47.36.9.16
-  Document e-signed by Teri McEvily (teri.mcevily@riskconnect.com)
Signature Date: 2020-11-19 - 3:04:01 PM GMT - Time Source: server- IP address: 47.36.9.16
-  Agreement completed.
2020-11-19 - 3:04:01 PM GMT