

**FIRST AMENDMENT TO
AGREEMENT FOR CONSULTANT SERVICES
BETWEEN
THE CITY OF SAN JOSE
AND
PACIFIC SECURED EQUITIES, DBA INTERCARE HOLDINGS INSURANCE
SERVICES, INC.**

This FIRST AMENDMENT TO AGREEMENT is made and entered into this 23rd day of June, 2022, by and between the CITY OF SAN JOSE, a municipal corporation (“CITY”), and PACIFIC SECURED EQUITIES, DBA INTERCARE HOLDINGS INSURANCE SERVICES, INC., a California corporation (“CONSULTANT”).

RECITALS

WHEREAS, on June 18, 2019, CITY and CONSULTANT entered into an agreement entitled “AGREEMENT FOR CONSULTANT SERVICES BETWEEN THE CITY OF SAN JOSE AND PACIFIC SECURED EQUITIES, DBA INTERCARE HOLDINGS INSURANCE SERVICES, INC.” (“AGREEMENT”); and

WHEREAS, CITY and CONSULTANT desire to amend the AGREEMENT to extend the term and increase the amount of total compensation allowed;

NOW, THEREFORE, the parties agree to amend the AGREEMENT as follows:

SECTION 1. SECTION 2, “TERM OF AGREEMENT,” is amended to read as follows:

“The term of this AGREEMENT shall be from July 1, 2019 to June 30, 2025, inclusive, subject to the provisions of Section 12 of this AGREEMENT. Any extensions or amendments to the AGREEMENT must be approved by the City Council.”

SECTION 2. SECTION 4, "COMPENSATION," is amended to read as follows:

"A. Term of July 1, 2019 – June 30, 2022

1. The total compensation to CONSULTANT for professional services for the year of July 1, 2019 through June 30, 2020 shall not exceed Five Million, One Hundred Eighty-Two Thousand, Fifty-Six Dollars (\$5,182,056) and subject to the limitations in REVISED EXHIBIT D. The rate and schedule of payment is set out in REVISED EXHIBIT D, entitled "COMPENSATION," which is attached hereto and incorporated herein. CITY's funding of this AGREEMENT shall be on a fiscal year basis (July 1 to June 30) and is subject to annual appropriations by the San José City Council.

2. The total compensation to CONSULTANT for professional services for the year of July 1, 2020 through June 30, 2021 shall not exceed Five Million, Three Hundred Twenty-One Thousand, Three Hundred Dollars (\$5,321,300) and subject to the limitations in REVISED EXHIBIT D. The rate and schedule of payment is set out in REVISED EXHIBIT D, entitled "COMPENSATION," which is attached hereto and incorporated herein. CITY's funding of this AGREEMENT shall be on a fiscal year basis (July 1 to June 30) and is subject to annual appropriations by the San José City Council.

3. The total compensation to CONSULTANT for professional services for the year of July 1, 2021 through June 30, 2022 shall not exceed Five Million, Four Hundred Sixty Thousand, Five Hundred, Seventy-Five Dollars (\$5,460,575) and subject to the limitations in REVISED EXHIBIT D. The rate and schedule of payment is set out in REVISED EXHIBIT D, entitled "COMPENSATION," which is attached hereto and incorporated herein. CITY's funding of this AGREEMENT shall be on a fiscal year basis (July 1 to June 30) and is subject to annual appropriations by the San José City Council.

B. Term of July 1, 2022 – June 30, 2025

1. The total compensation to CONSULTANT for professional services for the year of July 1, 2022 through June 30, 2023 shall not exceed Five Million, Four Hundred Sixty Thousand, Five Hundred, Seventy-Five Dollars (\$5,460,575) and subject to the limitations in REVISED EXHIBIT D. The rate and schedule of payment is set out in REVISED EXHIBIT D, entitled “COMPENSATION,” which is attached hereto and incorporated herein. CITY’s funding of this AGREEMENT shall be on a fiscal year basis (July 1 to June 30) and is subject to annual appropriations by the San José City Council.

2. The total compensation to CONSULTANT for professional services for the year of July 1, 2023 through June 30, 2024 shall not exceed Five Million, Five Hundred Thirty-Nine Thousand, One Hundred, Eleven Dollars (\$5,539,111) and subject to the limitations in REVISED EXHIBIT D. The rate and schedule of payment is set out in REVISED EXHIBIT D, entitled “COMPENSATION,” which is attached hereto and incorporated herein. CITY’s funding of this AGREEMENT shall be on a fiscal year basis (July 1 to June 30) and is subject to annual appropriations by the San José City Council.

3. The total compensation to CONSULTANT for professional services for the year of July 1, 2024 through June 30, 2025 shall not exceed Five Million, Six Hundred Nineteen Thousand, Two Hundred, Seventeen Dollars (\$5,619,217) and subject to the limitations in REVISED EXHIBIT D. The rate and schedule of payment is set out in REVISED EXHIBIT D, entitled “COMPENSATION,” which is attached hereto and incorporated herein. CITY’s funding of this AGREEMENT shall be on a fiscal year basis (July 1 to June 30) and is subject to annual appropriations by the San José City Council.

C. The maximum amount of compensation to CONSULTANT for professional services for the period of July 1, 2019 through June 30, 2025 shall not exceed Thirty-

Two Million, Five Hundred, Eighty-Two Thousand, Eight Hundred, Thirty-Four Dollars (\$32,582,834) and subject to REVISED EXHIBIT D.

D. CONSULTANT agrees that in the performance of this AGREEMENT, CONSULTANT shall adhere to City Council Policy 1-19, the following provisions of which are made applicable to this AGREEMENT:

1. It is the policy of the CITY that CITY's funds should not be used for the purchase of single-serving bottled water.
2. The following circumstances shall constitute exceptions to City Council Policy 1-19:
 - a. Public safety emergencies, investigations and extended deployments or activation of the Office of Emergency Services.
 - b. High risk of cross-contamination with non-potable water.
 - c. Situations where there are no reasonable alternatives to bottled water, such as large public events and when large quantities of water may need to be distributed for health and safety reasons.
3. CONSULTANT acknowledges and agrees that an invoice seeking reimbursement from CITY for the cost of single-serving bottled water under the exception referenced above in Subsection 2 (c) must be accompanied by a waiver form provided by CITY and signed by the department head of the CITY department administering this AGREEMENT."

SECTION 3. SECTION 5, "METHOD OF PAYMENT," is amended to read as follows:

"A. Each month, CONSULTANT shall furnish to the CITY a statement of the work performed for claims administration during the preceding month. After review by CITY,

the monthly portion of the compensation for claims administration services will be paid as set out in REVISED EXHIBIT D.

B. Medical cost containment compensation will be billed directly through each file, and shall be limited up to the maximum amount of compensation for the period July 1, 2019 through June 30, 2020 of One Million, Four Hundred Sixty Thousand, Six Hundred Eighty Dollars (\$1,460,680) for cost containment services, as provided in REVISED EXHIBIT D. Medical cost containment shall be limited up to the maximum amount of compensation for the period July 1, 2020 through June 30, 2021 of One Million, Four Hundred Eighty-Eight Thousand, Eight Hundred Eighty-Three Dollars (\$1,488,883) for cost containment services, as provided in REVISED EXHIBIT D. Medical cost containment shall be limited up to the maximum amount of compensation for the period July 1, 2021 through June 30, 2022 of One Million, Five Hundred Thirteen Thousand, Seven Hundred Eighty-Five Dollars (\$1,513,785) for cost containment services, as provided in REVISED EXHIBIT D. Medical cost containment shall be limited up to the maximum amount of compensation for the period July 1, 2022 through June 30, 2023 of One Million, Five Hundred Thirteen Thousand, Seven Hundred Eighty-Five Dollars (\$1,513,785) for cost containment services, as provided in REVISED EXHIBIT D. Medical cost containment shall be limited up to the maximum amount of compensation for the period July 1, 2023 through June 30, 2024 of One Million, Five Hundred Thirteen Thousand, Seven Hundred Eighty-Five Dollars (\$1,513,785) for cost containment services, as provided in REVISED EXHIBIT D. Medical cost containment shall be limited up to the maximum amount of compensation for the period July 1, 2024 through June 30, 2025 of One Million, Five Hundred Thirteen Thousand, Seven Hundred Eighty-Five Dollars (\$1,513,785) for cost containment services, as provided in REVISED EXHIBIT D. Each month, CONSULTANT shall furnish to the CITY a statement of the work performed for medical cost containment during the preceding month. CONSULTANT shall continue providing medical cost containment services even if the maximum amount of compensation for the term of this AGREEMENT has been reached.

SECTION 4. EXHIBIT A, “RECITALS,” is amended to read as shown in REVISED EXHIBIT A, attached and incorporated into this First Amendment.

SECTION 5. EXHIBIT C, “SCHEDULE OF PERFORMANCE,” is amended to read as shown in REVISED EXHIBIT C, attached and incorporated into this First Amendment.

SECTION 6. EXHIBIT D, “COMPENSATION,” is amended to read as shown in REVISED EXHIBIT D, attached and incorporated into this First Amendment.

SECTION 7. EXHIBIT G, “SPECIAL PROVISIONS,” is amended to read as shown in REVISED EXHIBIT G, attached and incorporated into this First Amendment.

SECTION 8. All of the terms and conditions of the original AGREEMENT not modified by this First Amendment shall remain in full force and effect.

SECTION 9. Use of electronic signatures: Unless otherwise prohibited by law or CITY policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term “electronic copy of a signed contract” refers to a writing as set forth in Evidence Code Section 1550. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by the CITY.

WITNESS THE EXECUTION HEREOF on the day and year first written above.

“CITY”

APPROVED AS TO FORM:



Approved as to Form:

Attorney
Suzanne Hutchins

Suzanne Hutchins

Email: suzanne.hutchins@sanjoseca.gov
Date Signed: 06/23/2022 GMT-07:00

CITY OF SAN JOSE, a municipal
corporation

Sarah Zarate

Email: sarah.zarate@sanjoseca.gov

By _____

SARAH ZARATE
Director, City Manager's Office
Date Signed: 06/23/2022 GMT-04:00

“CONSULTANT”

PACIFIC SECURED EQUITIES, DBA
INTERCARE HOLDINGS INSURANCE
SERVICES, INC. - California corporation

Ag. Hoerberling

Email: ahoerberling@intercareins.com

By _____

AGNES HOEBERLING
Chief Operating Officer
Date Signed: 06/23/2022 GMT-07:00

REVISED EXHIBIT A

RECITALS

WHEREAS, the CITY OF SAN JOSE desires to obtain consultant services for the administration of CITY's Workers' Compensation program and related services for the term of July 1, 2019 through June 30, 2025.

WHEREAS, PACIFIC SECURED EQUITIES, DBA INTERCARE HOLDINGS INSURANCE SERVICES, INC. has the necessary professional expertise and skill to perform such services and is able to meet the Performance Objectives in REVISED EXHIBIT G.

NOW, THEREFORE, the purpose of this AGREEMENT is to retain PACIFIC SECURED EQUITIES, DBA INTERCARE HOLDINGS INSURANCE SERVICES, INC. as CONSULTANT to CITY to perform those services specified in SECTION 1 of this AGREEMENT.

REVISED EXHIBIT C
SCHEDULE OF PERFORMANCE

Work commenced immediately upon execution of this AGREEMENT. The estimated time for completion is June 30, 2025.

REVISED EXHIBIT D
COMPENSATION

CITY agrees to compensate CONSULTANT at the following rates for professional services performed in accordance with the terms and conditions of this AGREEMENT. The maximum amount of compensation to be paid to CONSULTANT under this AGREEMENT for professional services for the period of July 1, 2019 to June 30, 2020 shall not exceed Five Million, One Hundred Eighty-Two Thousand, Fifty-Six Dollars (\$5,182,056).

CITY agrees to compensate CONSULTANT at the following rates for professional services performed in accordance with the terms and conditions of this AGREEMENT. The maximum amount of compensation to be paid to CONSULTANT under this AGREEMENT for professional services for the period of July 1, 2020 to June 30, 2021 shall not exceed Five Million, Three Hundred Twenty-One Thousand, Three Hundred Dollars (\$5,321,300).

CITY agrees to compensate CONSULTANT at the following rates for professional services performed in accordance with the terms and conditions of this AGREEMENT. The maximum amount of compensation to be paid to CONSULTANT under this AGREEMENT for professional services for the period of July 1, 2021 to June 30, 2022 shall not exceed Five Million, Four Hundred Sixty-Thousand, Five Hundred, Seventy-Five Dollars (\$5,460,575).

CITY agrees to compensate CONSULTANT at the following rates for professional services performed in accordance with the terms and conditions of this AGREEMENT. The maximum amount of compensation to be paid to CONSULTANT under this AGREEMENT for professional services for the period of July 1, 2022 to June 30, 2023 shall not exceed Five Million, Four Hundred Sixty-Thousand, Five Hundred, Seventy-Five Dollars (\$5,460,575).

CITY agrees to compensate CONSULTANT at the following rates for professional services performed in accordance with the terms and conditions of this AGREEMENT. The maximum amount of compensation to be paid to CONSULTANT under this AGREEMENT for professional services for the period of July 1, 2023 to June 30, 2024 shall not exceed Five Million, Five Hundred Thirty-Nine Thousand, One Hundred, Eleven Dollars (\$5,539,111)

CITY agrees to compensate CONSULTANT at the following rates for professional services performed in accordance with the terms and conditions of this AGREEMENT. The maximum amount of compensation to be paid to CONSULTANT under this AGREEMENT for professional services for the period of July 1, 2024 to June 30, 2025 shall not exceed Five Million, Six Hundred Nineteen Thousand, Two Hundred, Seventeen Dollars (\$5,619,217).

The maximum amount of compensation to CONSULTANT for professional services for the period of July 1, 2019 through June 30, 2025 shall not exceed Thirty-Two Million, Five Hundred, Eighty-Two Thousand, Eight Hundred, Thirty-Four Dollars (\$32,582,834)

CITY's funding of this AGREEMENT shall be on a fiscal year basis (July 1 to June 30) and is subject to annual appropriations by the San José City Council.

Compensation Limitations

1. Claims Administration

A. The maximum amount of compensation to be paid for Claims Administration shall not exceed Three Million, Seven Hundred and One Thousand, Three Hundred, Seventy-Six Dollars (\$3,701,376) for the period of July 1, 2019 to June 30, 2020 and subject to the following limitations:

- i. Payment for claims administration will be paid in six (6) equal installments payable within forty-five (45) days after CITY's receipt of invoice from CONSULTANT for the preceding month's services. Any hours/claims worked for which payment would result in a total exceeding the maximum amount of compensation for the period of July 1, 2019 to June 30, 2020 shall be at no cost to CITY.
- B. The maximum amount of compensation to be paid for Claims Administration shall not exceed Three Million, Eight Hundred Twelve Thousand, Four Hundred, Seventeen Dollars (\$3,812,417) for the period of July 1, 2020 to June 30, 2021 and subject to the following limitations:
 - i. Payment for claims administration will be paid in twelve (12) equal installments payable within forty-five (45) days after CITY's receipt of invoice from CONSULTANT for the preceding month's services. Any hours/claims worked for which payment would result in a total exceeding the maximum amount of compensation for the period of July 1, 2020 to June 30, 2021 shall be at no cost to CITY.
- C. The maximum amount of compensation to be paid for Claims Administration shall not exceed Three Million, Nine Hundred Twenty-Six Thousand, Seven Hundred, Ninety Dollars (\$3,926,790) for the period of July 1, 2021 to June 30, 2022 and subject to the following limitations:
 - i. Payment for claims administration will be paid in twelve (12) equal installments payable within forty-five (45) days after CITY's receipt of invoice from CONSULTANT for the preceding month's services. Any hours/claims worked for which payment would result in a total exceeding the maximum amount of compensation for the period of July 1, 2021 to June 30, 2022 shall be at no cost to CITY.
- D. The maximum amount of compensation to be paid for Claims Administration shall not exceed Three Million, Nine Hundred Twenty-Six Thousand, Seven Hundred, Ninety Dollars (\$3,926,790) for the period of July 1, 2022 to June 30, 2023 and subject to the following limitations:

i. Payment for claims administration will be paid in twelve (12) equal installments payable within forty-five (45) days after CITY's receipt of invoice from CONSULTANT for the preceding month's services. Any hours/claims worked for which payment would result in a total exceeding the maximum amount of compensation for the period of July 1, 2022 to June 30, 2023 shall be at no cost to CITY.

E. The maximum amount of compensation to be paid for Claims Administration shall not exceed Four Million, Five Thousand, Three Hundred, Twenty-Six Dollars (\$4,005,326.00) for the period of July 1, 2023 to June 30, 2024 and subject to the following limitations:

i. Payment for claims administration will be paid in twelve (12) equal installments payable within forty-five (45) days after CITY's receipt of invoice from CONSULTANT for the preceding month's services. Any hours/claims worked for which payment would result in a total exceeding the maximum amount of compensation for the period of July 1, 2023 to June 30, 2024 shall be at no cost to CITY.

F. The maximum amount of compensation to be paid for Claims Administration shall not exceed Four Million, Eighty-Five Thousand, Four Hundred, Thirty-Two Dollars (\$4,085,432.00) for the period of July 1, 2024 to June 30, 2025 and subject to the following limitations:

i. Payment for claims administration will be paid in twelve (12) equal installments payable within forty-five (45) days after CITY's receipt of invoice from CONSULTANT for the preceding month's services. Any hours/claims worked for which payment would result in a total exceeding the maximum amount of compensation for the period of July 1, 2024 to June 30, 2025 shall be at no cost to CITY.

2. Data Conversion / Programming

There is no charge for Data Conversion/Programming.

3. Medical Provider Network

If the CITY chooses to use the CONSULTANT's Medical Provider Network services, the cost shall not exceed Twelve Dollars and Fifty Cents (\$12.50) per claim for the period July 1, 2019 through June 30, 2020, for a maximum amount not to exceed Twenty Thousand Dollars (\$20,000). For the period of July 1, 2020 through June 30, 2021, the cost shall not exceed Thirteen Dollars (\$13) per claim, for a total maximum amount not to exceed Twenty Thousand Dollars (\$20,000). For the period of July 1, 2021 through June 30, 2022, the cost shall not exceed Thirteen Dollars and Fifty Cents (\$13.50) per claim, for a total maximum amount not to exceed Twenty Thousand Dollars (\$20,000). For the period of July 1, 2022 through June 30, 2023, the cost shall not exceed Thirteen Dollars and Seventy-Five Cents (\$13.75) per claim, for a total maximum amount not to exceed Twenty Thousand Dollars (\$20,000). For the period of July 1, 2023 through June 30, 2024, the cost shall not exceed Fourteen Dollars (\$14) per claim, for a total maximum amount not to exceed Twenty Thousand Dollars (\$20,000). For the period of July 1, 2024 through June 30, 2025, the cost shall not exceed Fourteen Dollars and Fifty Cents (\$14.50) per claim, for a total maximum amount not to exceed Twenty Thousand Dollars (\$20,000).

4. Medical Cost Containment, Utilization Review and Bill Review/PPO

A. Medical Cost Containment

1. The maximum amount of compensation to be paid out for the period of July 1, 2019 to June 30, 2020 for Medical Cost Containment services shall not exceed One Million, Four Hundred Sixty Thousand, Six Hundred Eighty Dollars (\$1,460,680). CONSULTANT shall continue to provide these services even if the maximum compensation has been reached. Any hours/claims worked for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to CITY.

2. The maximum amount of compensation to be paid out for the period of for the period July 1, 2020 through June 30, 2021 for medical cost containment shall not exceed One Million, Four Hundred Eighty-Eight Thousand, Eight Hundred Eighty-Three Dollars (\$1,488,883). CONSULTANT shall continue to provide these services even if the maximum compensation has been reached. Any hours/claims worked for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to CITY.

3. The maximum amount of compensation to be paid out for the period of for the period July 1, 2021 through June 30, 2022 for medical cost containment shall not exceed One Million, Five Hundred Thirteen Thousand, Seven Hundred Eighty-Five Dollars (\$1,513,785). CONSULTANT shall continue to provide these services even if the maximum compensation has been reached. Any hours/claims worked for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to CITY.

4. The maximum amount of compensation to be paid out for the period of for the period July 1, 2022 through June 30, 2023 for medical cost containment shall not exceed One Million, Five Hundred Thirteen Thousand, Seven Hundred Eighty-Five Dollars (\$1,513,785). CONSULTANT shall continue to provide these services even if the maximum compensation has been reached. Any hours/claims worked for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to CITY.

5. The maximum amount of compensation to be paid out for the period of for the period July 1, 2023 through June 30, 2024 for medical cost containment shall not exceed One Million, Five Hundred Thirteen Thousand, Seven

Hundred Eighty-Five Dollars (\$1,513,785).CONSULTANT shall continue to provide these services even if the maximum compensation has been reached. Any hours/claims worked for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to CITY.

6. The maximum amount of compensation to be paid out for the period of for the period July 1, 2024 through June 30, 2025 for medical cost containment shall not exceed One Million, Five Hundred Thirteen Thousand, Seven Hundred Eighty-Five Dollars (\$1,513,785). CONSULTANT shall continue to provide these services even if the maximum compensation has been reached. Any hours/claims worked for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to CITY.

B. Utilization Review and Medical Case Management

1. The flat rate per Utilization Review by a nurse is One Hundred Twenty-Five Dollars (\$125) for the period of July 1, 2019 through June 30, 2020. The flat rate per Utilization Review by a nurse is One Hundred Twenty-Eight Dollars (\$128) for the period of July 1, 2020 through June 30, 2021. The flat rate per Utilization Review by a nurse is One Hundred Thirty Dollars (\$130) for the period of July 1, 2021 through June 30, 2022. The flat rate per Utilization Review by a nurse is One Hundred Thirty Nine Dollars (\$139) for the period of July 1, 2022 through June 30, 2023. The flat rate per Utilization Review by a nurse is One Hundred Forty-Three Dollars (\$143) for the period of July 1, 2023 through June 30, 2024. The flat rate per Utilization Review by a nurse is One Hundred Forty-Five Dollars (\$145) for the period of July 1, 2024 through June 30, 2025.

2. The flat rate per Peer Review by a physician is Two Hundred Fifty Dollars (\$250) for the period of July 1, 2019 through June 30, 2020. The flat

rate per Peer Review by a physician is Two Hundred Seventy-Five Dollars (\$275) for the period of July 1, 2020 through June 30, 2021. The flat rate per Peer Review by a physician is Three Hundred Dollars (\$300) for the period of July 1, 2021 through June 30, 2022. The flat rate per Peer Review by a physician is Three Hundred Twenty-Five Dollars (\$325) for the period of July 1, 2022 through June 30, 2023. The flat rate per Peer Review by a physician is Three Hundred Twenty-Five Dollars (\$325) for the period of July 1, 2023 through June 30, 2024. The flat rate per Peer Review by a physician is Three Hundred Twenty-Five Dollars (\$325) for the period of July 1, 2024 through June 30, 2025.

3. The flat rate for Peer/Specialty Review is Three Hundred Fifty Dollars (\$350) for the period of July 1, 2019 through June 30, 2020. The flat rate for Peer/Specialty Review is Three Hundred Seventy-Five Dollars (\$375) for the period of July 1, 2020 through June 30, 2021. The flat rate for Peer/Specialty Review is Four Hundred Dollars (\$400) for the period of July 1, 2021 through June 30, 2022. The flat rate for Peer/Specialty Review is Four Hundred Twenty-Five Dollars (\$425) for the period of July 1, 2022 through June 30, 2023. The flat rate for Peer/Specialty Review is Four Hundred Twenty-Five Dollars (\$425) for the period of July 1, 2023 through June 30, 2024. The flat rate for Peer/Specialty Review is Four Hundred Twenty-Five Dollars (\$425) for the period of July 1, 2024 through June 30, 2025.

4. The flat rate for an Appeal is Five Hundred Dollars (\$500) for the period of July 1, 2019 through June 30, 2020. The flat rate for an Appeal is Five Hundred Twenty-Five Dollars (\$525) for the period of July 1, 2020 through June 30, 2021. The flat rate for an Appeal is Five Hundred Fifty Dollars (\$550) for the period of July 1, 2021 through June 30, 2022. The flat rate for an Appeal is Five Hundred Fifty Dollars (\$550) for the period of July 1, 2022 through June 30, 2023. The flat rate for an Appeal is Five Hundred Seventy Five Dollars (\$575) for the period of July 1, 2023 through June 30, 2024. The flat rate for an

Appeal is Six Hundred Dollars (\$600) for the period of July 1, 2024 through June 30, 2025.

5. The flat rate for Authorizations Only is Twenty-Five Dollars (\$25).

6. The rate for Medical Case Management is Ninety-Eight Dollars (\$98) per hour for telephonic Nurse Case Management for the period from July 1, 2019 through June 30, 2020. The rate shall be One Hundred Ten Dollars (\$110) per hour for Field Case Management for the period from July 1, 2019 through June 30, 2020. The rate for Medical Case Management is Ninety-Eight Dollars (\$98) per hour for telephonic Nurse Case Management for the period from July 1, 2020 and June 30, 2021. The rate shall be One Hundred Twelve Dollars (\$112) per hour for Field Case Management for the period of July 1, 2020 through June 30, 2021. The rate for Medical Case Management is One Hundred Dollars (\$100) per hour for telephonic Nurse Case Management for the period from July 1, 2021 and June 30, 2022. The rate shall be One Hundred Fifteen Dollars (\$115) per hour for Field Case Management for the period of July 1, 2021 through June 30, 2022. The rate for Medical Case Management is One Hundred Dollars (\$100) per hour for telephonic Nurse Case Management for the period from July 1, 2022 and June 30, 2023. The rate shall be One Hundred Fifteen Dollars (\$115) per hour for Field Case Management for the period of July 1, 2022 through June 30, 2023. The rate for Medical Case Management is One Hundred Two Dollars (\$102) per hour for telephonic Nurse Case Management for the period from July 1, 2023 and June 30, 2024. The rate shall be One Hundred Fifteen Dollars (\$115) per hour for Field Case Management for the period of July 1, 2023 through June 30, 2024. The rate for Medical Case Management is One Hundred Five Dollars (\$105) per hour for telephonic Nurse Case Management for the period from July 1, 2024 and June 30, 2025. The rate shall be One Hundred Fifteen Dollars (\$115) per hour for Field Case Management for the period of July 1, 2024 through June 30, 2025.

7. The maximum amount of compensation to be paid for Utilization Review, including but not limited to Peer Review, and Medical Case Management shall not exceed Five Hundred, Seventy-Nine Thousand Dollars (\$579,000) for the period July 1, 2019 through June 30, 2020. The maximum amount of compensation to be paid for Utilization Review, including but not limited to Peer Review, and Medical Case Management shall not exceed Five Hundred, Ninety-Six Thousand, One Hundred Dollars (\$596,100) for the period July 1, 2020 through June 30, 2021. The maximum amount of compensation to be paid for Utilization Review, including but not limited to Peer Review, and Medical Case Management shall not exceed Six Hundred, Nine Thousand, Nine Hundred Dollars (\$609,900) for the period July 1, 2021 through June 30, 2022. The maximum amount of compensation to be paid for Utilization Review, including but not limited to Peer Review, and Medical Case Management shall not exceed Six Hundred, Sixty-Three Thousand, Seven Hundred, Eighty-Five Dollars (\$663,785) for the period July 1, 2022 through June 30, 2023. The maximum amount of compensation to be paid for Utilization Review, including but not limited to Peer Review, and Medical Case Management shall not exceed Six Hundred, Sixty-Three Thousand, Seven Hundred, Eighty-five Dollars (\$663,785) for the period July 1, 2023 through June 30, 2024. The maximum amount of compensation to be paid for Utilization Review, including but not limited to Peer Review, and Medical Case Management shall not exceed Six Hundred, Sixty-Three Thousand, Seven Hundred, Eighty-Five Dollars (\$663,785) for the period July 1, 2024 through June 30, 2025.

C. Bill Review/Preferred Provider Organizations (PPO)

1. The fee for Standard Official Medical Fee Schedule Review shall be Seventeen Dollars (\$17) per bill for the period from July 1, 2019 and June 30, 2020. The fee for Standard Official Medical Fee Schedule Review shall be Seventeen Dollars and Fifty Cents (\$17.50) per bill for the period from July 1, 2020 and June 30, 2021. The fee for Standard Official Medical Fee Schedule

Review shall be Eighteen Dollars (\$18) per bill for the period from July 1, 2021 and June 30, 2022. The fee for Standard Official Medical Fee Schedule Review shall be Nineteen Dollars (\$19) per bill for the period from July 1, 2022 and June 30, 2023. The fee for Standard Official Medical Fee Schedule Review shall be Nineteen Dollars and Fifty Cents (\$19.50) per bill for the period from July 1, 2023 and June 30, 2024. The fee for Standard Official Medical Fee Schedule Review shall be Twenty Dollars (\$20.00) per bill for the period from July 1, 2024 and June 30, 2025. There is no fee for PPO Network Access. For enhanced bill review, the fee is 15% of savings below the Official Medical Fee Schedule capped at \$5,000 per bill. For a professional review, the fee is 10% of savings below the Official Medical Fee Schedule capped at \$2,500 per bill. The fee for Hospital Bills (Inpatient/Outpatient) shall be 15% of savings below the Official Medical Fee Schedule capped at \$5,000 per bill. There is no charge for electronic billing.

2. The maximum amount of compensation to be paid for Bill Review/Preferred Provider Organizations (PPO) shall not exceed Eight Hundred Eighty-One Thousand, Six Hundred Eighty Dollars (\$881,680) for the period July 1, 2019 through June 30, 2020. The maximum amount of compensation to be paid for Bill Review/Preferred Provider Organizations (PPO) shall not exceed Eight Hundred Ninety-Two Thousand, Seven Hundred Eighty-Three Dollars (\$892,783) for the period of July 1, 2020 through June 30, 2021. The maximum amount of compensation to be paid for Bill Review/Preferred Provider Organizations (PPO) shall not exceed Nine Hundred and Three Thousand, Eight Hundred Eighty-Five Dollars (\$903,885) for the period of July 1, 2021 through June 30, 2022. The maximum amount of compensation to be paid for Bill Review/Preferred Provider Organizations (PPO) shall not exceed Eight Hundred, Fifty Thousand Dollars (\$850,000) for the period of July 1, 2022 through June 30, 2023. The maximum amount of compensation to be paid for Bill Review/Preferred Provider Organizations (PPO) shall not exceed Eight Hundred, Fifty Thousand Dollars (\$850,000) for

the period of July 1, 2023 through June 30, 2024. The maximum amount of compensation to be paid for Bill Review/Preferred Provider Organizations (PPO) shall not exceed Eight Hundred, Fifty Thousand Dollars (\$850,000) for the period of July 1, 2024 through June 30, 2025.

REVISED EXHIBIT G

SPECIAL PROVISIONS

1. PERFORMANCE OBJECTIVES

CONSULTANT shall adhere to the following Performance Objectives for the term of the AGREEMENT (July 1, 2019 through June 30,2025):

- A. CONSULTANT is responsible for all Notices and communications regarding the change of Administrator, including, but not limited to, Notices to injured employees and the Division of Workers' Compensation/Department of Industrial Relations, including the Workers' Compensation Appeals Board (WCAB).
- B. CONSULTANT shall be responsible for assigned claims in accordance with all state laws, rules, and regulations (including any applicable Memoranda of Agreements between CITY and bargaining units).
- C. In addition, CONSULTANT shall be responsible for all claims against the CITY, to include Bill Review, Utilization Review, Medical Provider Network services, and Medical Case Management.
- D. The CITY will provide CONSULTANT with Quality Control standards, Guidelines, Performance Expectations, and Best Practices, to memorialize the processes and procedures for CONSULTANT to follow in the performance of the services as set forth in EXHIBIT B.
- E. CONSULTANT will be given an opportunity to provide comments on the CITY's Quality Control standards, Guidelines, Performance Expectations, and Best Practices, prior to the CITY'S adoption of final Quality Control standards, Guidelines, Performance Expectations, and Best Practices.
- F. CONSULTANT will comply with the CITY's final Quality Control standards, Guidelines, Performance Expectations, and Best Practices. The CITY can modify, add or remove any Quality Control standards, Guidelines, Performance Expectations, and/or Best Practices without prior notice and CONSULTANT will be provided a reasonable period of time to implement the new/modified

Quality Control standards, Guidelines, Performance Expectations, and/or Best Practices.

- G. Effective, proactive and timely administration, processing and adjustment of all claims handling activities in accordance with EXHIBIT B and CITY's Quality Control standards, Guidelines, Performance Expectations, and Best Practices.
- H. Responsive, timely claims handling, assistance and communications with CITY staff and injured employees and /or their representatives from start to end of a claim;
- I. Demonstrable cost containment and claim closure performance;
- J. Assist CITY in lowering CITY's overall workers' compensation costs;
- K. Assist CITY in decreasing CITY employees time off work on disability;
- L. Customer surveys on a regular basis to injured workers and CITY Departments to evaluate overall customer service. Results of the surveys will be provided to the CITY on a Quarterly basis;
- M. Improvements in efficiency through technology or program design;
- N. Regular notification of high exposure claims with strategies for resolution;
- O. Effective collaboration and cooperation with CITY oversight of the CONSULTANT;
- P. Immediate notification to the CITY of the following types of claims:
Catastrophic/High Exposure, potentially Confidential, Sensitive and/or Death.
- Q. Development of Monthly Performance Reports and Annual Stewardship Reports at no cost to the CITY.

2. PRIVACY – BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BAA”) is incorporated into the AGREEMENT between CITY (“Covered Entity”) and CONSULTANT, (“Business Associate”). Individually, Covered Entity and Business Associate are referred to as a “party” and collectively “parties.” This BAA relates to the specified services performed by Business

Associate for and on behalf of Covered Entity as set forth in EXHIBIT B, SCOPE OF SERVICES, in AGREEMENT.

WHEREAS, Business Associate and Covered Entity desire and are committed to complying with all relevant federal and state laws with respect to the confidentiality and security of Protected Health Information (“PHI”), including, but not limited to, the federal Health Insurance Portability and Accountability Act of 1996, and accompanying regulations, as amended from time to time (“HIPAA”) and the Health Information Technology for Economic and Clinical Health Act (“HITECH”), and any regulations promulgated thereunder;

NOW, THEREFORE, for valuable consideration the receipt of which is hereby acknowledged in the AGREEMENT, and intending to establish a business associate relationship under 45 C.F.R. part 164, the parties hereby agree as follows:

Definitions:

“Business Associate” shall have the same meaning as the term “business associate” at 45 C.F.R. §160.103, and in reference to the party to this BAA, shall be the party designated as a Business Associate in the first paragraph of this BAA.

“Breach” shall have the same meaning as the term “breach” as set out in 45 C.F.R. §164.402.

“C.F.R.” means the Code of Federal Regulations. A reference to a C.F.R. section means that section as amended from time to time; provided that if future amendments change the designation of a section referred to herein, or transfer a substantive regulatory provision referred to herein to a different section, the section references herein shall be deemed to be amended accordingly.

“Covered Entity” shall have the same meaning as the term “covered entity” at 45 C.F.R. §160.103, and in reference to the party to this BAA, shall be the party designated as a Covered Entity in the first paragraph of this BAA.

“Designated Record Set” shall have the same meaning as the term “designated record set” in 45 C.F.R. §164.501 and shall include a group of records that is: (i) the enrollment, payment, claims adjudication and case or medical management record systems maintained by or for Covered Entity by Business Associate or (2) used, in whole or in part, by or for Covered Entity to make decisions about individuals.

“Electronic Health Record” shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.

“Electronic Protected Health Information” (“E-PHI”) shall have the same meaning as the term “electronic protected health information” in 45 C.F.R. §160.103, and for this BAA shall be limited to the information received from or created on behalf of Covered Entity by Business Associate.

“HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164.

“HITECH Standards” shall mean the privacy, security and security breach notification provisions applicable to a Business Associate under Subtitle D of the Health Information Technology for Economic and Clinical Health Act, which is Title XIII of the American Recovery and Reinvestment Act of 2009, as such law may be amended from time to time, and any regulations promulgated thereunder.

“Individual” shall have the same meaning as the term “individual” in 45 C.F.R. §160.103, and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. §164.502(g).

“PHI” shall have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, and for this BAA shall be limited to information received from or created, used or disclosed by Business Associate on behalf of the Covered Entity.

“Privacy Breach” shall mean any acquisition, access, use or disclosure of Protected Health Information in a manner not permitted or allowed under state or federal privacy laws.

“Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.

“Protected Information” shall mean PHI provided by Covered Entity to Business Associates or created or received by Business Associates on Covered Entity’s behalf.

“Required by Law” shall have the same meaning as the term “required by law” in 45 C.F.R. §164.103.

“Secretary” shall mean the Secretary of the Department of Health and Human Services or his designee.

“Security Incident” shall have the same meaning as the term “security incident” in 45 C.F.R. §164.304.

“Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and 164, subparts A and C.

“Subcontractor” shall have the same meaning as the term “subcontractor” in 45 C.F.R. §160.103.

“Unsecured PHI” shall have the same meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42, U.S.C. Section 17932(h)(1) and in 45 C.F.R. §164.402.

Terms capitalized and used herein but not otherwise defined in this BAA shall have the same meaning as those terms defined in the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191, including 45 C.F.R. parts 160 and 164, subparts A and E (the “Privacy Rule”), 45 C.F.R. parts 160 and 164 subparts A and C (the “Security Rule”), and the Privacy provisions (Subtitle D) of the Health Information Technology for Economic and Clinical Health, Division A, Title XIII of Pub. L. No. 111-5 and its implementing regulations (the “HITECH Act”), each as amended, revised or updated from time to time (collectively, “HIPAA”).

I. Obligations and Activities of Business Associate.

- A. Business Associate shall use or disclose Protected Health Information (“PHI”) as follows:
1. As reasonably necessary to provide the services described in the AGREEMENT, and only as permitted or required by this BAA;
 2. As Required by Law;
 3. For the proper management and administration of Business Associate, provided that such use or disclosure is Required by Law;
 4. To carry out the legal responsibilities of Business Associate; and

5. To report violations of law to appropriate Federal and State authorities.
- B. Business Associate shall:
1. Use reasonable and appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this BAA; and
 2. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI, which it creates, receives, maintains or transmits on behalf of Covered Entity; and
 3. Document and keep these security measures current and available for inspection by Covered Entity; and
 4. Conduct a risk assessment within a reasonable time after a Security Incident upon written request of Covered Entity, and
 4. Agree to cooperate in a timely manner with the Covered Entity to make any amendments of PHI in its possession.
- C. Business Associate acknowledges that the applicable provisions of the Security Rule are applicable to Business Associate.
- D. When using, disclosing or requesting PHI, the parties must make reasonable efforts to limit PHI to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request.
- E. Business Associate shall mitigate, to the extent practicable, any harmful effects of Security Incidents that are known to Business Associate.
- F. Business Associate will ensure through a separate, written business associate agreement that any agent, including a subcontractor, that creates, receives, maintains or transmits PHI, including electronic PHI, on behalf of Business Associate agrees to the same restrictions and

conditions that apply herein to Business Associate with respect to such information.

- G. Business Associate shall promptly report to Covered Entity, in writing: (i) any use, disclosure or compromise of PHI not provided for herein, and (ii) any Security Incident. Security Incident shall not include, without limitation, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log on attempts, denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI.
- H. Business Associate shall report to Covered Entity any Breach of Unsecured PHI as soon as possible without unreasonable delay but in no case later than thirty (30) calendar days after discovery of the Breach (except where a law enforcement official determines that such reporting would impede an investigation or cause damage to national security). Covered Entity shall have final determination as to whether a Breach has actually occurred. The reporting required under this section shall include, to the extent practicable:
1. Information that identifies the Individual(s) whose Unsecured PHI has been or is reasonably believed by Business Associate to have been accessed, acquired, used or disclosed during the Breach;
 2. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 3. A description of the Unsecured PHI involved in the Breach;
 4. Steps that the Individual(s) should take to protect him/herself from potential harm resulting from the Breach; and
 5. A brief description of steps taken by Business Associate to investigate the Breach, mitigate harm to Individual(s) or protect against any further Breaches.

- I. To the extent an Individual requests certain PHI be amended or made available in accordance with 45 C.F.R. § 164.526 or 45 C.F.R. § 164.524, respectively, Business Associate shall provide PHI for such Individual contained in a Designated Record Set held by Business Associate (that is not duplicative of PHI in possession of Covered Entity) to Covered Entity within a reasonable time in order for Covered Entity to meet the requirements under 45 C.F.R. §164.524 or 45 C.F.R. §164.526, as applicable. Business Associate agrees to make any amendment(s) to PHI that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526, and in the time and manner reasonably designated by Covered Entity, maintained in a Designated Record Set, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.526. If any Individual requests access to his or her PHI directly from Business Associate, Business Associate shall forward such request to Covered Entity so that Covered Entity can comply with the request. Any disclosure of, or decision not to disclose, the PHI requested by an Individual or a personal representative and compliance with the requirements applicable to an Individual's right to obtain access to PHI shall be the sole responsibility of the Covered Entity. If the PHI that is requested is maintained electronically and the Individual requests an electronic copy of such information, Business Associate will provide access to the information in an electronic format that complies with 45 C.F.R. § 164.524(c)(2)(ii) to the extent such information is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by the Business Associate and the Covered Entity.

- J. Business Associate shall document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. Business Associate shall

provide to Covered Entity, within a reasonable timeframe mutually agreed to by Covered Entity and Business Associate, information collected in accordance with this Section, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. For multiple disclosures Business Associate has made to the same person or entity for a single purpose, Business Associate may provide to the Covered Entity information in 45 C.F.R. § 164.528(b)(3)(i)-(iii). If any Individual requests access to the foregoing information directly from Business Associate, Business Associate shall forward such request to Covered Entity so that Covered Entity can comply with the request.

- K. Business Associate will make its internal practices, books and records, including policies and procedures, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary of the United States Department of Health and Human Services (“HHS”) in a reasonable time and manner designated by the Secretary, for purposes of the Secretary determining Covered Entity’s compliance with the Privacy Rule.
- L. Business Associate acknowledges that the additional requirements of the HITECH Act and the Final Rule (also known as Omnibus Rule) issued by HHS on January 25, 2013 are applicable to Business Associate as described therein.
- M. In the event the Business Associate independently is also a Covered Entity under HIPAA, the Business Associate may respond directly to an Individual’s request for purposes of complying with applicable sections herein.

- N. Any costs associated with Breach notifications, including mitigation costs, shall be the responsibility of the party causing the Breach.

II. Obligations of Covered Entity.

- A. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by the Covered Entity.

- B. Covered Entity shall:

1. Provide Business Associate with the Notice of Privacy Practices that Covered Entity produces in accordance with 45 C.F.R. § 164.520, and any changes to such notice;
2. Provide Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes may affect Business Associate's use or disclosure of PHI, upon Covered Entity becoming aware of such changes;
3. Immediately notify Business Associate in writing of any restriction to the use or disclosure of PHI agreed to by Covered Entity in accordance with 45 C.F.R. § 164.522, to the extent such restriction may affect Business Associate's use or disclosure of PHI;
4. Provide written authorization to the Business Associate prior to requesting that the Business Associate disclose, transfer or provide PHI to a third party; and
5. Obtain all authorizations necessary for any use or disclosure of any PHI as contemplated under the AGREEMENT.

III. Term and Termination.

- A. The term of the BAA shall commence on the effective date of the AGREEMENT and shall continue in full force and effect until termination or expiration of the AGREEMENT.
- B. Subject to Section 12 of the AGREEMENT, this BAA may be terminated by Covered Entity if Business Associate materially breaches any term of this BAA and fails to cure such breach within thirty (30) calendar days after receipt of written notice of the breach. This BAA will automatically terminate upon the expiration or termination of the AGREEMENT (or such portion of the AGREEMENT which gave rise to the requirement for this BAA). If, in covered entity's reasonable discretion following consultation with Business Associate, cure is not feasible hereunder, Covered Entity may terminate this BAA immediately. If Covered Entity determines that termination of this BAA is not feasible, Covered Entity may report such breach to the Secretary.
- C. Upon expiration or termination of this BAA for any reason, Business Associate will return or destroy all PHI received from, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall not retain any copies of the PHI. However, to the extent that Business Associate determines that it is infeasible to return or destroy Covered Entity's PHI, Business Associate shall notify Covered Entity in writing of the conditions that make return or destruction infeasible, such as for the purpose of continuing Business Associate's proper management and administration or to carry out its legal responsibilities. For any PHI for which return or destruction is infeasible, Business Associate will continue to extend the protections of this BAA to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such

PHI. If Business Associate elects to destroy all PHI, it shall, if requested in writing by Covered Entity, certify in writing to Covered Entity that such PHI has been destroyed.

The terms of this section shall survive the expiration or termination of the AGREEMENT.

IV. Amendment to Comply with Law.

The parties agree to take such action as is necessary to comply with and implement the standards and requirements of HIPAA (including, without limitation, the prompt amendment of this BAA). Notwithstanding the foregoing, if Covered Entity and Business Associate have not amended this BAA to address a law or final regulation that becomes effective after the effective date of the AGREEMENT and that is applicable to this BAA , then upon the effective date of such law or regulation (or any portion thereof) this BAA shall be amended automatically and deemed to incorporate such new or revised provisions as are necessary for this BAA to be consistent with such law or regulation and for Covered Entity and Business Associate to be and remain in compliance with all applicable laws and regulations.

V. Interpretation.

This BAA shall be interpreted as broadly as necessary to implement and comply with HIPAA.

VI. Indemnification.

The Parties agree that the indemnification provision contained in the AGREEMENT shall apply to each party's performance and that of their respective agents or subcontractors under this BAA. In addition to the indemnification language in the

AGREEMENT, Business Associate agrees to be responsible for, and defend, indemnify and hold harmless the Covered Entity for any Breach of Business Associate's privacy or security obligations under the BAA, including any fines, penalties and assessments that may be made against Covered Entity or the Business Associate for any privacy breaches or late reporting and agrees to pay the cost of and notice for any credit monitoring services.

VII. Miscellaneous Provisions.

Any ambiguity in this BAA shall be resolved in favor of a meaning that permits the Covered Entity to comply with the Privacy and Security Rules and the HITECH Standards. This BAA constitutes the complete agreement of the parties relating to the access, use, disclosure and security of PHI and, except as otherwise provided herein, supersedes all prior representations or agreements, whether oral or written, with respect to the confidentiality and security of PHI.

NVF:SH:CLS
06/17/2022