

## SECOND AMENDATORY AGREEMENT

This **SECOND AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **QCERA, INC.**, a California corporation whose address is 1525 S. Sepulveda Blvd., Suite A, Los Angeles, California 90025 (the “Contractor”), jointly (“the Parties”).

### RECITALS:

**A.** The Parties entered into an Agreement dated September 28, 2016, and Amendatory Agreement dated November 19, 2020 (collectively, the “Agreement”) to provide FMLA and Leave Management Software services.

**B.** The Parties wish to amend the Agreement to increase the maximum contract amount, amend the pricing, a copy of which is attached hereto and incorporated herein, and update the examination of records clause.

**NOW THEREFORE**, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

**1.** Section 19 of the Agreement entitled **TERM** is amended to read as follows:

“**23. TERM:** The term of the Agreement is from October 1, 2016 through September 30, 2023.

**2.** Section 20 of the Agreement entitled **COMPENSATION AND PAYMENT** Sub-paragraph 20.6 entitled “**Maximum Contract Liability**” is amended to read as follows:

“**20.6 Maximum Contract Liability:**

20.6.1 Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **FIVE HUNDRED SEVENTY FOUR THOUSAND THREE HUNDRED ONE DOLLARS AND FIVE CENTS (\$574,301.05)** (the “Maximum Contract Amount”) and accordingly the Contractor’s maximum service obligation shall not exceed the services that correspond to the Maximum Contract Amount. The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in the Service Order Form.”

**3.** As herein amended, the Agreement is affirmed and ratified in each and every particular.

4. This Second 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.

**Contract Control Number:** CSAHR-202158823-02[201627646-02]  
**Contractor Name:** QCERA INC

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

**SEAL**

**CITY AND COUNTY OF DENVER:**

**ATTEST:**

By:

\_\_\_\_\_

\_\_\_\_\_

**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

\_\_\_\_\_

By:

\_\_\_\_\_

**Contract Control Number:** CSAHR-202158823-02[201627646-02]  
**Contractor Name:** QCERA INC

By: DocuSigned by:  
*Peter Ptak*  
92DE7D90E10845F...\_\_\_\_\_

Name: Peter Ptak  
(please print)

Title: Vice President  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)



**For City and County of Denver Use Only**

**Price Increase 2021**  
**Client:** Denver City and County

Due to increases in our costs related to supporting changes to data security requirements and rapidly changing leave laws, we will be increasing our fees in 2021. This increase allows us to guarantee that the top-level services you have come to expect from Qcera is not compromised.

**Price List**  
 Effective: October 2021



**FML and Leave of Absence Administration Software  
 Application Services**

Product & Services & Fee List	Fees for selected services						
<p><b>LeaveSource® Enterprise</b></p> <ul style="list-style-type: none"> <li>FMLA, State, Employer Leave policy, Premium Payment tracking, and ADA/Job Accommodation Module.</li> </ul> <p>Includes up to 6 leave administrator accounts included.            Estimated 14,000 employees</p>	<p><b>Discounted fee schedule:</b></p> <table border="1"> <thead> <tr> <th>Period</th> <th>PEPM</th> </tr> </thead> <tbody> <tr> <td>10/01/2021 to 09/30/2022</td> <td>0.42</td> </tr> <tr> <td>10/01/2022 to 09/30/2023</td> <td>0.43</td> </tr> </tbody> </table> <p>(Minimum monthly fee of \$3,000.00 to be met)</p>	Period	PEPM	10/01/2021 to 09/30/2022	0.42	10/01/2022 to 09/30/2023	0.43
Period	PEPM						
10/01/2021 to 09/30/2022	0.42						
10/01/2022 to 09/30/2023	0.43						
<b>Optional Add-Ons</b>	<b>Fees for selected services</b>						
<b>Additional leave administrator accounts (OPTIONAL)</b> \$195.00/user/month							
<b>Additional HR Administrator user accounts (OPTIONAL)</b> \$115.00/user/month							
<b>Additional View only user accounts (OPTIONAL)</b> \$50.00/user/month							
<b>MyLeave Self-Service Portal (OPTIONAL)</b> \$0.15 PEPM (minimum of \$200.00/month)							
<b>Document Management</b> \$1.00 per MB: Monthly upload \$15.00 per GB: Monthly Active Storage							
<b>Additional data interface development (OPTIONAL)</b> \$3,000.00 one-time setup fee per interface Includes up to 20 hours of development							
<b>Additional Training (OPTIONAL)</b> \$500 per 2-hour session, up to 5 users at one time. For new users, if not trained by client's own internal users.							
<b>Professional Services (OPTIONAL)</b> \$250 per hour							

April 2021