

**THIRD AMENDATORY AGREEMENT**

This **THIRD 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 **MARSH CLEARSIGHT, LLC**, a Delaware limited liability company, whose address is 540 West Madison Street, Suite 3900, Chicago IL 60661 (“Vendor”), jointly “the Parties.”

**WITNESSETH:**

**WHEREAS**, the Parties entered into an Agreement effective November 01, 2013, as amended on April 14, 2015, and January 14, 2016, relating to maintenance services and support for STARSTM software, including Federal Medicare reporting (the “Agreement”); and

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

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

1. Pursuant to Article 4 of the Agreement entitled “**TERM**,” the City hereby exercises its option to add two (2) additional one (1) year terms to this Agreement under the existing terms and conditions. The Agreement, as hereby amended, now remains effective through December 31, 2018.

2. Articles 5(A) and 5(D)(i) of the Agreement entitled “**Fee**” and “**Maximum Contract Liability**” are amended to read as follows:

**“5. COMPENSATION AND PAYMENT:**

A. **Fee**: The fee for the Licensed Software and Services described in Statement(s) (collectively, the “Fee”) are as follows.

**Statement of Work #1**

- Annual Fee: \$ 145,775 (year 1-prorated for 14 months)
- Annual Fee: \$ 124,950 (years 2-3)
- Annual Fee: \$ 132,173 (years 4-5)

**Statement of Work #2**

- One-time Fee: \$35,000

**Statement of Work #3**

- Annual Fee: \$ 22,750 (year 1-prorated for 14 months)
- Annual Fee: \$ 19,500 (years 2-3)

- Annual Fee: \$ 19,500 (years 4-5)

**Statement of Work #4**

- One-time fee: \$30,280
- Annual Fee: \$700

The Fee shall be paid pursuant to the City's Prompt Payment Ordinance and in accordance with the Payment Schedule in the SOWs."

**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 **EIGHT HUNDRED TWENTY FOUR THOUSAND TWO HUNDRED SEVENTY SIX DOLLARS AND ZERO CENTS (\$824,276.00)**. 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.** The Agreement is assumed by the Vendor and is affirmed and ratified in each and every particular.

**[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 \_\_\_\_\_

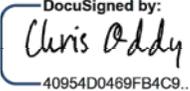
By \_\_\_\_\_

By \_\_\_\_\_



**Contract Control Number:** FINAN-201311634-03

**Contractor Name:** Marsh Clearsight, LLC

By:  \_\_\_\_\_  
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Name: Chris Oddy  
(please print)

Title: CFO  
(please print)

**ATTEST: [if required]**

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

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

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

