

## FOURTH AMENDATORY AGREEMENT

**THIS FOURTH 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”), individually a “Party” and collectively the “Parties.”

**WHEREAS**, the Parties entered into an Agreement dated September 28, 2016, an Amendatory Agreement dated November 19, 2020, a Second Amendatory Agreement dated August 20, 2021, and a Third Amendatory Agreement dated October 24, 2023, to provide FMLA and Leave Management Software services (the “Agreement”); and

**WHEREAS**, the Agreement expired by its terms on September 30, 2024, and rather than enter into a new agreement, the Parties wish to revive and reinstate all terms and conditions of the Agreement as they existed prior to the expiration of the term and to amend the Agreement as set forth below..

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties incorporate the recitals set forth above and amend the Agreement as follows:

1. Section 19 of the Agreement, titled “**TERM**,” is amended to read as follows:

“**19. TERM:** The term of the Agreement (“Term”) shall commence on October 1, 2016, and expire, unless sooner terminated, on September 30, 2025.”

2. Subsection 20.6.1 of the Agreement, titled “**Maximum Contract Liability**,” is amended to read as follows:

“**20.6.1.** Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed Eight Hundred Two Thousand Three Hundred One Dollars and Five Cents (\$802,301.05) (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. Section 26 of the Agreement, titled “**OMITTED INTENTIONALLY**,” is amended to read as follows:

“**26. COMPLIANCE WITH DENVER WAGE LAWS:** To the extent applicable to the Contractor’s provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City’s Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City’s Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.”

4. Effective upon execution, a new Section 54, titled “**ACCESSIBILITY AND ADA WEBSITE COMPLIANCE**,” is hereby added to the Agreement and shall read as follows:

“54. **ACCESSIBILITY AND ADA WEBSITE COMPLIANCE**: The Contractor shall comply with, and the Work provided under this Agreement shall be in compliance with, all applicable provisions of §§ 24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established pursuant to Section § 24-85-103 (2.5), C.R.S. (collectively, the “Guidelines”), to the extent required by law. The Contractor shall also comply with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.”

5. Except as amended here, the Agreement is affirmed and ratified in each and every particular.

6. This Fourth Amendatory Agreement is not 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.

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**Contract Control Number:** CSAHR-202475764-04 [201627646-04]  
**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:

\_\_\_\_\_

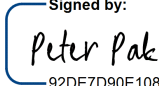
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By:

\_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

CSAHR-202475764-04 [201627646-04]  
QCERA INC

Signed by:  
  
By: 92DE7D90E10845F...

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

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

ATTEST: [if required]

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

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

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