

FOURTH AMENDATORY AGREEMENT

THIS FOURTH AMENDATORY AGREEMENT is made and entered into this _____ day of _____, 2010, by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, (the "City"), and **OCCUPATIONAL HEALTH CENTERS OF THE SOUTHWEST, P.A., d/b/a CONCENTRA HEALTH SERVICES**, (the "Consultant") a Texas corporation, whose address is 7401 Church Ranch Boulevard, Westminster, Colorado 80021.

RECITALS:

WHEREAS, The City and the Consultant, collectively the ("Parties"), previously entered into an Agreement dated January 8, 2008, as amended on June 3, 2008, January 6, 2009, and December 8, 2009 ("Agreement") for Occupational Medical Services as they relate to Workers Compensation; and

WHEREAS, the City desires to exercise its option to extend the Agreement for an additional one-year renewal term, and the Parties desire to amend the Agreement to extend the term through December 31, 2011; and

WHEREAS, the Parties now desire to increase the budget for such extended term; and

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

1. Paragraph 2, "**TERM**" is hereby amended to read in its entirety as follows:

"2. **TERM**: The term of the Agreement is from January 1, 2008 through December 31, 2011, unless terminated earlier pursuant to the provisions of this agreement."

2. Subparagraph D of Paragraph 3, "**COMPENSATION AND PAYMENT**", is hereby amended to read in its entirety as follows:

"D. Maximum Contract Liability:

(i) Any other provision of this Agreement notwithstanding, in no event shall the City be liable to pay for services rendered and expenses incurred by the Consultant under the terms of this Agreement for any amount in excess of **\$839,000** (the "Maximum Contract Amount"). The Consultant acknowledges that the City is not obligated to execute an amendment to this Agreement for any services and that any services performed by Consultant beyond that specifically described herein are

performed at Consultant's risk and without authorization under this Agreement.

(ii) The Parties agree that the City's payment obligation, whether direct or contingent, shall extend only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of this Agreement. The Parties agree that (i) the City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years and (ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City."

3. Except as herein amended, the Agreement is affirmed and ratified.

(Remainder of Page Left Blank Intentionally)

IN WITNESS WHEREOF, the City and the Consultant have executed, through their respective lawfully empowered representatives, this Third Amendatory Agreement as of the day and year first above written.

ATTEST

STEPHANIE Y. O'MALLEY, Clerk
and Recorder, Ex-Officio Clerk of the
City and County of Denver

APPROVED AS TO FORM:

DAVID R. FINE, Attorney for the
City and County of Denver

By: _____
Assistant City Attorney

CITY AND COUNTY OF DENVER

By: _____
Mayor

RECOMMENDED AND APPROVED:

By: _____
Director of Risk Management

REGISTERED AND COUNTERSIGNED:

By: _____
Manager of Finance
Contract Control No. CE81011(4)

By: _____
Auditor

"CITY"

**OCCUPATIONAL HEALTH CENTERS OF
THE SOUTHWEST, P.A., d/b/a/
CONCENTRA HEALTH SERVICES**
Taxpayer (IRS) Identification No. _____

By: _____

Name: W. Tom Fogarty, M.D.

Title: President

"CONSULTANT"