SECOND AMENDMENT TO AGREEMENT BETWEEN THE CITY AND COUNTY OF DENVER AND UNITED HEALTHCARE SERVICES, INC.

THIS SECOND AMENDMENT TO THE AGREEMENT ("Second Amendment") is entered into by and between the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado ("City"), and United HealthCare Services, Inc., 185 Asylum Street, Hartford, CT 06103-0450 ("Insurance Company"), jointly ("the Parties").

RECITALS

WHEREAS, the Parties previously entered into an agreement dated February 2, 2023 (contract number CSAHR 202265732-00) and and amended that agreement in writing (contract number CSAHR 202265732-01) (collectively referred to as the "**Agreement**"), for the Insurance Company to provide services described therein; and,

WHEREAS, the Parties desire amend the Agreement to increase the maximum contract amount as set forth below.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained in the Agreement and hereinafter set forth, the Parties agree as follows:

1. <u>Modification of Compensation and Payment</u>. Article 5, paragraph b. of the Original Agreement is hereby amended to read as follows:

"5. COMPENSATION AND PAYMENT:

b. <u>Maximum Contract Amount</u>: Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **TWO HUNDRED SIXTY-FIVE MILLION DOLLARS AND NO CENTS** (\$265,000,000.00) (the "Maximum Contract Amount"). The amount and frequency of billing and the detail required on each periodic bill shall be as agreed with the Executive Director. The City is not obligated to execute an agreement or any amendments for any further services, including any services performed by Insurance Company beyond that specifically described in the **Exhibits**. Any services performed beyond those in the **Exhibits** are performed at Insurance Company's risk and without

authorization under the Agreement."

3. This Second Amendment may be executed in counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument.

4. Except as herein amended, the Agreement is affirmed and ratified in each and every particular.

[THIS SPACE INTENTIONALLY LEFT BLANK]

Contract Control Number:

Contractor Name:

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:

CSAHR-202265732-02

United HealthCare Services, Inc.

Contract Control Number: Contractor Name:

CSAHR-202265732-02 United HealthCare Services, Inc.

	Signed by:
Ву:	Holly Durinica
<i>-</i>	833Z4CUE9DF04ZB
	Holly Durinick
Name	:
_ ,	(please print)
Title:	Regional Contract Manager
	(please print)
ATTE	ST: [if required]
By:	
Name	:
rvanic	(please print)
	(please print)
Title:	
	(please print)