

## FIFTH AMENDATORY AGREEMENT

**THIS FIFTH AMENDATORY AGREEMENT** is made by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, (the “City”), and **HEALTH SYSTEMS INTERNATIONAL, LLC**, an Indiana limited liability corporation, with its principal place of business and mailing address at 5975 Castle Creek Parkway, Suite 100, Indianapolis, Indiana 46250 f/k/a **IMED, LLC**, (the “Consultant”), collectively “the parties.”

### RECITALS:

**WHEREAS**, the City and the Consultant previously entered into an Agreement dated December 15 2009, amended September 21, 2010, amended December 7, 2010, amended January 11, 2012 and amended December 10, 2012 (jointly, the “Agreement”) for pharmacy management program benefits; and

**WHEREAS**, the City and the Consultant now desire to amend the Agreement to extend the term for an additional year, and to increase the total compensation to be paid to the Consultant for such extended term.

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

1. Section 3 of the Agreement, entitled “**TERM**,” is deleted its entirety and replaced with:

“3. **TERM**: The Agreement will commence on January 1, 2010 and will expire on December 31, 2014 (the “Term”). Subject to the Director’s prior written authorization, the Consultant shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Director.”

2. Section 4(d) of the Agreement, entitled “**Maximum Contract Amount**:” is hereby deleted in its entirety and replaced with:

“d. **Maximum Contract Amount**:

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **TWO MILLION NINE HUNDRED EIGHTY THOUSAND DOLLARS AND 00/100 (\$2,980,000.00)** (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 Consultant beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at Consultant’s risk and without authorization under the Agreement.

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

**(SIGNATURE PAGE TO 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 \_\_\_\_\_

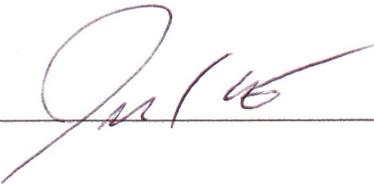
By \_\_\_\_\_

By \_\_\_\_\_



**Contract Control Number:** FINAN-CE05007-05

**Contractor Name:** HEALTH SYSTEMS INTERNATIONAL LLC

By: 

Name: Jeffrey L. Martin  
(please print)

Title: CFO  
(please print)

**ATTEST: [if required]**

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

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

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

