

### THIRD AMENDATORY AGREEMENT

**THIS THIRD AMENDATORY AGREEMENT** is made by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, (the "City"), and **IMED, LLC**, a Colorado limited liability corporation, with its principal place of business located at 4343 South Buckley Road, Suite 260, Aurora, Colorado 80015 (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, and amended December 7, 2010 (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, adjust the rates paid to the Consultant for the extended term and add funding.

**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 hereby amended to read in its entirety as follows:

"3. **TERM**: The Agreement will commence on January 1, 2010 and will expire on December 31, 2012 (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. The following subsections of Section 4 of the Agreement, entitled "**COMPENSATION AND PAYMENT**," are hereby amended to read in their entirety as follows:

"a. **Fee**: The City shall pay and the Consultant shall accept as the sole compensation for services rendered and costs incurred under the Agreement \$1,730,000.00. Amounts billed may not exceed the rates set forth in **Exhibit B-1**."

"d. **Maximum**:

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **ONE MILLION SEVEN HUNDRED AND THIRTY THOUSAND DOLLARS (\$1,730,000.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an

Agreement or any amendment for any further services, including any services performed by Consultant beyond those 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.

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

3. The following paragraph 35 concerning electronic signatures and records is added to the Agreement.

**35. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:**

Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

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

**(SIGNATURE PAGE TO FOLLOW)**

**Contract Control Number:**      FINAN-CE05007-02

**Vendor Name:**                      IMED, LLC

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:

DOUGLAS J. FRIEDNASH, Attorney  
for the City and County of Denver

By\_\_\_\_\_

By\_\_\_\_\_

By\_\_\_\_\_



**Contract Control Number:**     FINAN-CE05007-02

**Vendor Name:**                    IMED, LLC

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

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

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

**ATTEST: [if required]**

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

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

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





**EXHIBIT  
B-1**

**PHYSICIAN DISPENSING ADDENDUM TO EXISTING CONTRACT BETWEEN  
CITY AND COUNTY OF DENVER AND iMed Cost Containment Solution®**

**Effective Date:**

This addendum shall be effective as of the 1st day of January, 2012 and follow the exact terms of the existing contract for the exception of Concentra Clinic dispensing.

**Concentra Clinic Pricing:**

Where current State Law and Fee Schedule pricing applies, City and County of Denver will pay **iMed Cost Containment Solution®** the state fee schedule amount (as set forth in, and administer pursuant to law and rules of the state of jurisdiction for the Clinic Prescription being billed) that **iMed Cost Containment Solution®** would otherwise be entitled to for the Clinic Prescription less 10%.

Where no Fee Schedule applies, City and County of Denver will pay **iMed Cost Containment Solution®** the amount of the billed charges for the Clinic Prescription less 10%.

All Concentra Clinic dispensed medications will include a \$4.00 dispensing fee, which will be included in the total cost and payable to **iMed Cost Containment Solution®**.

All other PBM pricing will remain in effect for the current executed contract.

Pharmacy Benefit Management Costs	
Retail Network	
Brand	AWP -8% + \$3.50
Generic	AWP-15%+ \$3.50
Mail Order	
Brand	AWP -10% + \$3.50
Generic	AWP-25%+ \$3.50

**CITY AND COUNTY OF DENVER**

By

**IMED, LLC**

**dba iMed Cost Containment Solution®**

By

National Sales Office . 5525 Trail Point . Fort Collins . CO . 80524 . [www.imedcostcontainment.com](http://www.imedcostcontainment.com)  
PH: (970) 407-1312 . M: (970) 443-7998 . FX: (866) 542-0288

\_\_\_\_\_  
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date

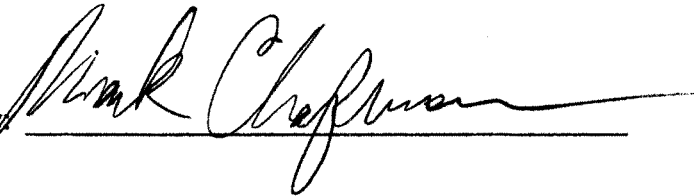
\_\_\_\_\_/\_\_\_\_\_  
Sherry Timmons date  
Partner & VP of Business & Product  
Development and Acquisitions  
[stimmons@imed.us.com](mailto:stimmons@imed.us.com)

\_\_\_\_\_  
\_\_\_\_\_/\_\_\_\_\_  
date

*Sherry Timmons*  
*by Mark Chapman* 12/14/11  
Sherry Timmons / Mark Chapman date  
Partner & VP of Business & Product  
Development and Acquisitions  
[stimmons@imed.us.com](mailto:stimmons@imed.us.com)

**Contract Control Number:** FINAN-CE05007-02

**Vendor Name:** IMED, LLC

By: 

Name: Mark K CHAPMAN  
(please print)

Title: President  
(please print)

**ATTEST: [if required]**

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

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

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

