

THIRD AMENDATORY AGREEMENT

THIS THIRD AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **CORVEL HEALTHCARE CORPORATION**, a California corporation doing business at 6455 South Yosemite Street, Suite 700, Greenwood Village, Colorado 80111 (the “Consultant”), collectively “the parties.”

RECITALS:

A. The City and the Consultant entered into an Agreement dated December 22, 2009, an Amendatory Agreement dated December 7, 2010 and a Second Amendatory Agreement dated January 11, 2012 for case management services on Workers’ Compensation cases (the “Agreement”);

B. The City and the Consultant desire to amend the Agreement to extend the term for an additional year and to increase the total compensation for such extended term;

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

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

“**3. TERM:** The Agreement shall commence on January 1, 2010 and will expire on December 31, 2013 (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. Paragraph 4(a) of the Agreement, entitled “**Fee:**,” is hereby deleted in its entirety and replaced with:

“**a. Fee:** The City shall pay and the Consultant shall accept as the sole compensation for services rendered and costs incurred under the Agreement **TWO MILLION EIGHT HUNDRED SEVENTY THOUSAND DOLLARS (\$2,870,000.00)**. Amounts billed may not exceed the rates set forth in Exhibit B.”

3. Paragraph 4(d)(1) 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 EIGHT HUNDRED SEVENTY THOUSAND DOLLARS (\$2,870,000.00)** (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.

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

[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-CE06002-03

Contractor Name: CORVEL CORPORATION

By: Chris Lyons

Name: CHRIS LYONS
(please print)

Title: AREA VP
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

