

SIXTH AMENDATORY AGREEMENT

THIS SIXTH AMENDATORY AGREEMENT is made 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., P.C. d/b/a CONCENTRA MEDICAL CENTERS**, (the “Consultant”) a Texas professional association, 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, December 8, 2009, December 7, 2010 and January 11, 2012 (“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, 2013; 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, 2013, 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 **\$1,389,000.00** (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.

[SIGNATURE PAGE TP 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-CE81011-06

Contractor Name: CONCENTRA MEDICAL CENTER

By: W. Tom Fogarty 10/23/2012

Name: W. Tom Fogarty, M.D.
(please print)

Title: President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

