

FOURTH AMENDATORY AGREEMENT

THIS FOURTH 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 January 1, 2010, amended September 21, 2010, amended December 7, 2010 and amended January 11, 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, 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. 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 THREE HUNDRED THIRTY THOUSAND DOLLARS AND 00/100 (\$2,330,000.00)** (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-CE05007-04

Contractor Name: HEALTH SYSTEMS INTERNATIONAL LLC

By: Anthony J. Browne

Name: Anthony J. Browne
(please print)

Title: President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

