

SEVENTH AMENDATORY AGREEMENT

This **SEVENTH AMENDATORY AGREEMENT** is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **RISKONNECT CLEARSIGHT LLC**, a Delaware limited liability company, whose address is 1701 Barrett Lakes Blvd., Suite 500, Kennesaw, GA 30144 (“Vendor”), successor to **MARSH CLEARSIGHT LLC**, jointly “the Parties.”

WITNESSETH:

WHEREAS, the City and Vendor, entered into an Agreement effective November 01, 2013, and Amendatory Agreement on April 14, 2015, a Second Amendatory Agreement on January 14, 2016, a Third Amendatory Agreement on March 31, 2016, a Fourth Amendatory Agreement on December 19, 2016, a Fifth Amendatory Agreement dated October 11, 2018, and a Sixth Amendatory Agreement dated May 17, 2019 relating to maintenance services and support for STARS™ software, including Federal Medicare reporting (the “Agreement”); and

WHEREAS, the Parties wish to amend the Agreement to extend the term and increase funding.

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

1. Article 4 of the agreement entitled “**TERM**” is amended to read as follows:

“4. **TERM**: The term of the Agreement is from November 1, 2013 (the “Effective Date”) through December 31, 2020. Notwithstanding the foregoing, the City may terminate the Agreement as of January 31, 2020, provided that: i) implementation of the Ventiv system is successful; and ii) notice of termination is received by Vendor not later than December 31, 2019.”

2. Article 5. D. (i) of the Agreement entitled “**Maximum Contract Liability**” is amended to read as follows:

“5. COMPENSATION AND PAYMENT:

D. Maximum Contract Liability:

(i) Any other provision of this Agreement notwithstanding, in no event shall the City be liable for payment for services rendered and expenses incurred by the Vendor under the terms of this Agreement for any amount in excess of the sum of **ONE MILLION TWO HUNDRED FIFTY-SEVEN THOUSAND SIX HUNDRED TWENTY-SIX DOLLARS AND ZERO CENTS (\$1,257,626.00)**. The Vendor acknowledges that any work performed by Vendor beyond that specifically

authorized by the City is performed at Vendor's risk without authorization under this Agreement.”

3. Except as herein amended, the Agreement is affirmed and ratified in each and every particular.

4. This Seventh Amendatory Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

[SIGNATURE PAGES FOLLOW

Contract Control Number: FINAN-201951895-00 Alfresco 201311634-7
Contractor Name: RISKONNECT CLEARSIGHT 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:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

FINAN-201951895-00 Alfresco 201311634-7
RISKONNECT CLEARSIGHT LLC

By:  _____
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Name: Teri McEvily
(please print)

Title: CFO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)