

**SECOND AMENDMENT TO AGREEMENT  
WITH  
OCCUPATIONAL HEALTH CENTERS OF THE SOUTHWEST, P.A., P.C.  
d/b/a/ Concentra Medical Centers**

**THIS SECOND AMENDMENT TO THE AGREEMENT (“2<sup>ND</sup> Amendment”)** is entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“City”), and **Occupational Health Centers of the Southwest, P.A., P.C. d/b/a Concentra Medical Centers**, a Texas foreign corporation registered to conduct business in the State of Colorado, whose principal mailing address is P.O. Box 9008, Broomfield, Colorado 80021 (“**Contractor**”), who shall be individually referred to herein as a “Party” and jointly as the “Parties”.

**RECITALS**

**WHEREAS**, the Parties previously entered into an agreement dated December 19, 2013, Denver Contract Control Number FINAN-201313774-00 (“**Original Agreement**”); and

**WHEREAS**, the Parties previously modified the Original Agreement by entering into a first amendment to the Original Agreement dated December 15, 2014, Denver Contract Control Number FINAN-201313774-01 (“**1<sup>st</sup> Amendment**”)(collectively referred to as the “**Agreement**”); and

**WHEREAS**, the Parties desire amend the Agreement to extend the contract term and to increase the maximum contract amount as set forth below, so that the Contractor can provide services as described herein.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and agreements contained in the Agreement and hereinafter set forth, the Parties agree as follows:

1. Modification of Term. The first sentence of Paragraph 3 of the Agreement (entitled “**Term**”) is hereby amended to read as follows:

“3. **TERM:** The term of the Agreement is from January 1, 2014 and shall expire at midnight, December 31, 2018, or shall expire when the Maximum Contract Amount specified sub-section 4.d below, is expended and all of the tasks specified in Exhibit A have been satisfactorily performed, whichever is sooner, unless this Agreement

is terminated earlier as provided herein, or is extended as provided in a separate amendment to this Agreement (“**Term**”).

2.     Modification of Compensation and Payment. The first sentence of paragraph 4.d of the Agreement is hereby deleted and re-stated to read as follows:

“4.     **COMPENSATION AND PAYMENT:**

    d.     **Maximum Contract Amount:** Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **FOUR MILLION, TWO-HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$4,200,000.00)** (the “Maximum Contract Amount”).”

3.     This 2<sup>ND</sup> Amendment may be executed in counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument.

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

**[SIGNATURE PAGES 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-201313774-02

**Contractor Name:** OCCUPATIONAL HLTH CTRS OF THE SW PA  
PC

By: DocuSigned by:  
Robert G. Hassett, D.O., MPH  
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Name: Robert G. Hassett, D.O., MPH  
(please print)

Title: President, Treasurer and Corporate Secretary  
(please print)

**ATTEST: [if required]**

By: DocuSigned by:  
Wendy Gibbons  
8D0E3FB47BF343B...

Name: wendy A. Gibbons  
(please print)

Title: Senior Paralegal  
(please print)

