

AMENDATORY AGREEMENT

THIS 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**, a Texas corporation, whose principal address is 5080 Spectrum Drive, 1200 W. Tower, Addison, Texas 75001 (the “Consultant”).

RECITALS:

A. The City and the Consultant entered into an Agreement dated December 19, 2013, relating to medical services for the City’s Workers Compensation claimants (the “Agreement”); and

B. The City and the Consultant wish to amend the Agreement, to amend the terms and to add additional funds;

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

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

“**3. Term.** The term of this Agreement shall commence on January 1, 2014, and shall expire on December 31, 2016, unless sooner terminated pursuant to Section 6 of the Agreement, or extended by written amendment. Subject to the Director’s prior written authorization, the Consultant shall complete any work in progress as of the expiration date and the term will extend until the work is complete or earlier terminated by the Director.”

2. Paragraph 4.d of the Agreement, entitled “**Maximum Contract Amount**”, is hereby deleted in entirety and replaced with:

“**4.d Maximum Contract Amount.** Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed One Million Eight Hundred Thousand and No/100 Dollars (\$1,800,000.00) (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 those specifically described in Exhibit A (Exhibit A-1, Exhibit A-2 and Exhibit A-3 collectively referred to as “Exhibit A”). Any Services performed beyond those set forth in Exhibit A are performed at Consultant’s risk and without authorization under the Agreement.”

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

[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CONSULTANT

By: _____

Name: W. Tom Fogarty, M.D.

Title: President

Date: _____

CITY

By: _____

Name: _____

Title: _____

Date: _____

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 _____



IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CONSULTANT

By: W. Tom Fogarty

Name: W. Tom Fogarty, M.D.

Title: President

Date: November 24, 2014

CITY

By: _____

Name: _____

Title: _____

Date: _____

