

SECOND AMENDATORY AGREEMENT

THIS SECOND AMENDATORY AGREEMENT is made and entered into this _____ day of _____, 2010, by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, (the "City"), and **IMED, LLC**, a Colorado limited liability corporation, with its principal place of business located at 4343 South Buckley Road, Suite 260, Aurora, Colorado 80015 (the "Consultant"), collectively "the parties."

RECITALS:

WHEREAS, The City and the Consultant previously entered into an Agreement dated December 15, 2009, as amended September 21, 2010, (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 hereby amended to read in its entirety as follows:

"3. **TERM**: The Agreement will commence on January 1, 2010 and will expire on December 31, 2011 (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. The following subsections of Section 4 of the Agreement, entitled "**COMPENSATION AND PAYMENT**," are hereby amended to read in their entirety as follows:

"a. **Fee**: The City shall pay and the Consultant shall accept as the sole compensation for services rendered and costs incurred under the Agreement \$1,080,000.00. Amounts billed may not exceed the rates set forth in Exhibit B."

"d. **Maximum Contract Amount**:

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **ONE MILLION, EIGHTY THOUSAND DOLLARS (\$1,080,000.00)** (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.

(2) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and 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.

(Remainder of Page Left Blank Intentionally)

IN WITNESS WHEREOF, the City and the Consultant have executed, through their respective lawfully empowered representatives, this Second Amendatory Agreement as of the day and year first above written.


ATTEST:

CITY AND COUNTY OF DENVER:

By: _____
STEPHANIE Y. O'MALLEY, Clerk and Recorder, Ex-Officio Clerk of the City and County of Denver

By: _____
JOHN W. HICKENLOOPER, Mayor

RECOMMENDED AND APPROVED:

By: 
Director of Risk Management

APPROVED AS TO FORM:
DAVID R. FINE, Attorney
For the City and County of Denver

REGISTERED AND COUNTERSIGNED:

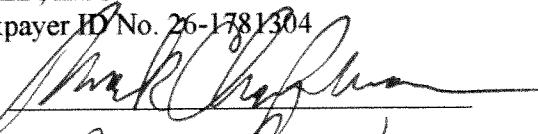
By: _____
Assistant City Attorney

By: _____
Manager of Finance
Contract Control No. CE05007(2)

By: _____
DENNIS GALLAGHER, Auditor of the City and County of Denver

"CITY"

IMED, LLC
Taxpayer ID No. 26-1781304

By: 
Title: President

"CONSULTANT"