

FIFTH AMENDATORY AGREEMENT

This **FIFTH 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 **MARSH CLEARSIGHT LLC**, a Delaware limited liability company, whose address is 540 West Madison Street, Suite 1200, Chicago, IL 60661 ("Vendor"), jointly "the Parties."

WITNESSETH:

WHEREAS, the Parties 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, and a Fourth Amendatory Agreement on December 19, 2016, 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 April 30, 2019."

2. Article 5.A. of the Agreement entitled "**Fee**" is amended by inserting the following additional fee:

Extension Fees

Fee for Extension Period 1/1/19 – 4/30/19: \$60,000"

3. 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 **NINE HUNDRED FORTY-NINE THOUSAND EIGHT HUNDRED TWENTY-SIX DOLLARS AND ZERO CENTS (\$949,826.00)**. 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."

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

5. This Fifth 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-201311634-06

Contractor Name: MARSH 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: FINAN-201311634-06

Contractor Name: MARSH CLEARLIGHT LLC

By: DocuSigned by
Kevin Tobin
10A71E6AAB30485 _____

Name: Kevin Tobin
(please print)

Title: President and CEO Marsh Insurance Services
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

