

**FIRST AMENDMENT TO THE  
PROFESSIONAL SERVICES AGREEMENT**

**THIS FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT** is entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “**City**”) and **CLAIMS MANAGEMENT RESOURCES, INC.**, an Oklahoma corporation, registered to conduct business in the State of Colorado, whose address is 726 West Sheridan Avenue, Oklahoma City, Oklahoma 73102 (“**Consultant**”), who shall be individually referred to herein as a “**Party**” and jointly as the “**Parties**”.

**RECITALS:**

**A.** The Parties entered into a Professional Services Agreement dated February 13, 2019, (the “**Agreement**”), to produce all the deliverables described in the Scope of Services and Technical Requirements, more particularly described in Exhibit A and incorporated herein by this reference, to the City’s satisfaction.

**B.** The Parties wish to amend the Agreement to extend the term, increase the maximum amount, update paragraph 11-Examination of Records, update section 21-No Discrimination in Employment, and update section 27-No Employment of Illegal Aliens.

**NOW THEREFORE**, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. Section 2 of the Agreement entitled “**TERM:**” is hereby deleted in its entirety and replaced with:

“**2. TERM:** The term of the Agreement is from **January 1, 2019** through **December 31, 2025**, or until the Maximum Contract Amount specified in subsection 3.A. below is expended and all of the tasks specified in subsection 1.A above have been satisfactorily performed, whichever is sooner, unless this Agreement is terminated earlier as provided in this Agreement or is extended as provided in a separate amendment to this Agreement (“**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. Section 3 of the Agreement entitled “**COMPENSATION AND PAYMENT:**”, subsection A entitled “**Maximum Contract Amount:**”, is hereby deleted in its entirety and replaced with:

“**3. COMPENSATION AND PAYMENT:**

**A. Maximum Contract Amount:** The Maximum Contract Amount to be paid by the City to the Consultant for the performance of the work set out in subsection 1.A above shall in no event exceed the sum of **ONE MILLION FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$1,500,000.00)**, unless this Agreement is modified to increase said amount by a duly authorized and written amendment to this Agreement executed by the Parties in the same manner as this Agreement.”

3. Section 11 of the Agreement entitled “**EXAMINATION OF RECORDS:**” is hereby deleted in its entirety and replaced with:

“**11. EXAMINATION OF RECORDS AND AUDITS:** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine, copy and retain copies, at City’s election in paper or electronic form, any pertinent books, documents, papers and records related to Consultant’s performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Consultant shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audit pursuant to this paragraph shall require Parties to make disclosures in violation of state or federal privacy laws. Parties shall at all times comply with D.R.M.C. 20-276.”

4. Section 21 of the Agreement entitled “**NO DISCRIMINATION IN EMPLOYMENT**” is hereby deleted in its entirety and replaced with:

“**21. NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under the Agreement, the Consultant may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise

qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Consultant shall insert the foregoing provision in all subcontracts.”

5. Section 27 of the Agreement entitled “**NO EMPLOYMENT OF ILLEGAL ALIENS:**” is hereby deleted in its entirety and replaced with:

**“27. [RESCINDED].”**

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

7. This First Amendment to the Professional Services 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.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]**

**Contract Control Number:** FINAN-202371009-01 /201845580-01  
**Contractor Name:** CLAIMS MANAGEMENT RESOURCES, INC.

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-202371009-01 /201845580-01  
CLAIMS MANAGEMENT RESOURCES, INC.

DocuSigned by:  
*J. Taylor Fudge*  
By: 7FBAF1E66741428...

Name: J. Taylor Fudge  
(please print)

Title: JTF  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)