

**THIRD  
AMENDATORY AGREEMENT**

**THIS THIRD AMENDATORY AGREEMENT** is made and entered into by and between **THE CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“City”), and **CORVEL HEALTHCARE CORPORATION**, a California corporation doing business at, 6455 South Yosemite Street, Suite 700, Greenwood Village, Colorado 80111 (the “Consultant”), jointly “the parties”.

**WITNESSETH:**

**WHEREAS**, the Parties entered into an Agreement dated January 08, 2015, Contract number FINAN-201419255-00 (“Agreement”); and

**WHEREAS**, the Parties amended the Agreement by written amendment dated December 30, 2015, Contract number FINAN-201419255-02; and

**WHEREAS**, the Parties amended the Agreement by written amendment dated December 22, 2017, Contract number FINAN-201419255-03; and

**WHEREAS**, the Parties desire to amend the Agreement to both extend the term and increase the maximum contract amount of the Agreement only.

**NOW, THEREFORE**, in consideration of the premises, the mutual agreements herein contained, and subject to the terms and conditions hereinafter stated, the Parties agree as follows:

**1.** The first sentence of Article 3 of the Agreement entitled **Term** is hereby amended to read as follows:

**“3. TERM:** The Agreement will commence January 01, 2015 and shall expire at 11:59 p.m. on December 31, 2020 (the “Term”).”

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

2. Paragraph 4 of the Agreement entitled “**COMPENSATION AND PAYMENT**”, subsections (A) “Fee” and (C-1) “Maximum Contract Amount”, are hereby amended to read 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 an amount not to exceed **ONE MILLION SEVEN HUNDRED TWENTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$1,725,000.00)**. The rates set forth in Exhibit B will apply for the term of this Agreement including any extensions of the term by written agreement. The only reimbursable expenses allowed under the Agreement are those listed in Exhibit B.”

“c. **Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **ONE MILLION SEVEN HUNDRED TWENTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$1,725,000.00)** (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.”

3. This 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 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-201419255-04

**Contractor Name:** CORVEL HEALTHCARE CORPORATION

By: Richard Schwegge

Name: Richard Schwegge  
(please print)

Title: Treasurer  
(please print)

**ATTEST: [if required]**

By: Lori McAlister

Name: Lori McAlister  
(please print)

Title: Sr. Corporate Paralegal  
(please print)

