

ADAMS COUNTY, COLORADO
SERVICE AGREEMENT
FOURTH ADDENDUM

THIS FOURTH ADDENDUM ("Addendum Four") is made this 25 day of OCTOBER 2016, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and **TRI-COUNTY HEALTH DEPARTMENT**, located at 6162 South Willow Drive, #100, Greenwood Village, Colorado 80111, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

RECITALS

WHEREAS, on June 9, 2015, the County entered into Addendum Two #2015.246 with **Tri-County Health Department** to provide Early Crisis Intervention for families referred by the Adams County Human Services Department, pursuant to the Colorado Family Preservation Act §§26 5-101, et seq., C.R.S., and in compliance with the state rules and County Plan, policies, and procedures and CDHS Volume VII 7.303, and,

WHEREAS, the County and the Contractor mutually desire to amend the Service Agreement, in accordance with Section XII Change Orders or Extensions, effective July 1, 2016.

NOW, THEREFORE, for the consideration set forth herein, the sufficiency of which is mutually acknowledged by the parties, the County and the Contractor agree as follows:

1. The County shall pay the Contractor for the services furnished under Addendum Four in accordance with **Section 3 Payment and Fee Schedule of the Service Agreement** for a sum not to exceed twenty-eight thousand, seven hundred eighty dollars and fifty cents (\$28,780.00).
2. The term of the Service Agreement is extended through September 30, 2016.
3. The Service Agreement, Addendum One, Addendum Two, Addendum Three and Addendum Four contain the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by both parties. Any terms, conditions, or provisions of the Service Agreement that are not amended or modified by Addendum Four shall remain in full force and effect. In the event of any conflicts between the terms, conditions, or provisions of the Service Agreement, Addendum One, Addendum Two, Addendum Three and Addendum Four the terms, conditions, and provisions of Addendum Four shall prevail.
4. The Recitals contained in Addendum Four are incorporated into the body hereof, and accurately reflect the intent and agreement of the parties.
5. Addendum Four may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

6. Nothing expressed or implied in Addendum Four is intended or shall be construed to confer upon or to give to, any person other than the parties, any right, remedy, or claim under or by reason of Addendum Four or any terms, conditions, or provisions hereof. All terms, conditions, and provisions in Addendum Four by and on behalf of the County and the Contractor shall be for the sole and exclusive benefit of the County and the Contractor.
7. If any provision of Addendum Four is determined to be unenforceable or invalid for any reason, the remainder of Addendum Three shall remain in effect, unless otherwise terminated in accordance with the terms contained in the Service Agreement.
8. Each party represents and warrants that it has the power and ability to enter into Addendum Four, to grant the rights granted herein, and to perform the duties and obligations herein described.

IN WITNESS WHEREOF, the County and the Contractor have caused their names to be affixed.

**BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO**

By: *Stewart J. Scaris*
Chair

Date 10/25/16

**CONTRACTOR:
TRI-COUNTY HEALTH DEPARTMENT**

By: John M. Douglas, Jr., M.D.
Executive Director
Name (Print or Type)

Date 10/16/16 gms 10/17/16

John M. Douglas Jr.
Authorized Signature

Title

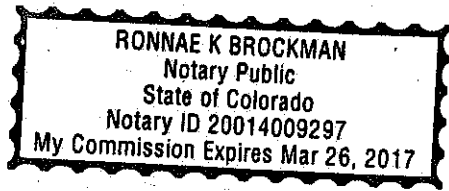
ATTEST:
Stan Martin
Clerk and Recorder

APPROVED AS TO FORM
Adams County Attorney's Office

Channah

By: *D. Coetz*
Attorney Signature

NOTARIZATION:
COUNTY OF Arapahoe)
STATE OF COLORADO) SS.



Signed and sworn to before me this 17th day of October, 2016,

by John M. Douglas Jr., M.D., Executive Director
Notary Public

My commission expires on: 3/26/2017

Ronnae Brockman
Notary Public