## ADAMS COUNTY, COLORADO THIRD ADDENDUM TO SERVICE AGREEMENT

THIS THIRD ADDENDUM TO SERVICE AGREEMENT ("Third Addendum") is entered into this day of \_\_\_\_\_\_\_\_, 2014, by and between the Board of County Commissioners of Adams County, Colorado, located at 4430 South Adams County Parkway, Brighton, CO 80601, hereinafter referred to as the "County," acting in its capacity as the Adams County Board of Human Services, and Aurora Mental Health Center, located 11059 Bethany Drive, Ste 200, Aurora, CO 80014, hereinafter referred to as the "Contractor."

## **RECITALS**

WHEREAS, on June 1, 2011, the County entered into a Service Agreement with Aurora Mental Health Center to provide Mental Health, Substance Abuse and Day Treatment families referred by Adams County Human Services Department (ACHSD) 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 term of the agreement expires on May 31, 2014, and,

WHEREAS, the County and the Contractor mutually desire to amend the Service Agreement to extend the term of the contract beginning June 1, 2014 through May 31, 2015.

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 reimburse the Contractor for the work provided under this Third Addendum in accordance with **Section IV of the Service Agreement**. Beginning June 1, 2014 through May 31, 2015, Adams County will pay Aurora Mental Health Center a sum not to exceed thirty-five thousand dollars (\$35,000.00).
- 2. The term of the Service Agreement is extended through May 31, 2015.
- 3. The Service Agreement and this Third Addendum 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 this Third Addendum shall remain in full force and effect. In the event of any conflicts between the terms, conditions, or provisions of the Service Agreement and this Third Addendum, the terms, conditions, and provisions of this Third Addendum shall control.
- 4. The Recitals contained in this Third Addendum are incorporated into the body hereof an accurately reflect the intent and agreement of the parties.
- 5. This Third Addendum 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 this Third Addendum 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 this Third Addendum or any terms, conditions, or provisions hereof. All terms, conditions, and provisions in this Third Addendum 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 this Third Addendum is determined to be unenforceable or invalid for any reason, the remainder of the Third Addendum 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 this Third Addendum, 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	i i
Com The	8-12-14
Chairman	Date
ATTEST:	
KAREN LONG CLERK AND RECORDER	
CLERK AND RECORDER	Approved as to form:
MIN	a. Codst -
Deputy Clerk	Adams County Attorney's Office
AURORA MENTAL HEALTWEENTER Randy Stith, CEO	7/32/14
Randy Stitin, CEO	Date
Signed and sworn to before me on this 30	day of July, 2014 by
Randy Stith.	
Aldra Maci	
Notary Public	DEBRA GRACE Notary Public
My commission expires on $6 - 11$	Notary Public State of Colorado Notary ID 19924006922 My Commission Expires Jun 11, 2016

## CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, et.seq., as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, et. seq. in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

## CONTRACTOR:

Randy Stith, Ph.D. - CEO
Aurora Mental Health Center Inc.

Aurora Menial Health Center Dr., Ste. 200 Aurora, CO 80014

303-617-2300 Fax # 6172397 Email: RandyStith@aumhc.org

Name (Print or Type)

Signature

1

Note: Registration for the E-Verify Program can be completed at: https://www.vis-dhs.com\employerregistration. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering