

ADAMS COUNTY, COLORADO
SECOND ADDENDUM TO
SERVICE AGREEMENT

THIS SECOND ADDENDUM TO SERVICE AGREEMENT ("Second Addendum") is entered into this 9th day of December, 2014, by and between the Board of County Commissioners of Adams County, Colorado, located at 4430 South Adams County Parkway, Brighton, CO 80601, and Community Reach Center, located at 8931 Huron St., Thornton, CO 80260, hereinafter referred to as the "Contractor."

RECITALS

WHEREAS, on July 1, 2013, the County entered into a Service Agreement with Community Reach Center to provide jailbased behavioral health assessment, treatment and case management pursuant to Adams County's current contract (Addendum A) with the State of Colorado, Department of Human Services; and,

WHEREAS, the term of the agreement expired on June 30, 2014; and,

WHEREAS, the County and the Contractor extended the Service Agreement beginning July 1, 2014 through June 30, 2015; and,

WHEREAS, the County and the Contractor mutually desire to amend the agreement to increase the agreement amount an additional forty-two thousand dollars (\$42,000.00).

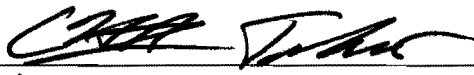
NOW, THEREFORE, for the consideration set forth herein, the sufficiency of which is mutually acknowledged by the parties, the County and the Contractor agree as follows:

1. The County shall reimburse the Contractor for the work provided under this Second Addendum in accordance with Section IV of the Service Agreement. Beginning July 1, 2014 through June 30, 2015, Adams County will pay Community Reach Center an additional forty-two thousand dollars (\$42,000.00). The total agreement amount shall not to exceed two hundred fifty-two thousand four hundred seventy-four dollars (\$252,474.00.)
2. The Service Agreement and this Second 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 Second 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 Second Addendum, the terms, conditions, and provisions of this Second Addendum shall control.
3. The Recitals contained in this Second Addendum are incorporated into the body hereof and accurately reflect the intent and agreement of the parties.
4. This Second 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.

5. Nothing expressed or implied in this Second 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 Second Addendum or any terms, conditions, or provisions hereof. All terms, conditions, and provisions in this Second 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.
6. If any provision of this Second Addendum is determined to be unenforceable or invalid for any reason, the remainder of the Second Addendum shall remain in effect, unless otherwise terminated in accordance with the terms contained in the Service Agreement.
7. Each party represents and warrants that it has the power and ability to enter into this Second 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.

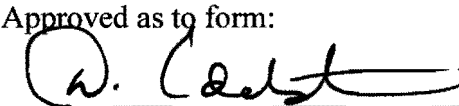
BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO


Chairman


12-9-14
Date

ATTEST:
KAREN LONG
CLERK AND RECORDER


Deputy Clerk

Approved as to form:

Adams County Attorney's Office

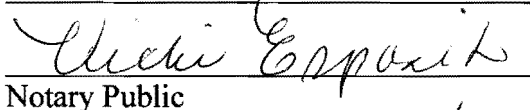
COMMUNITY REACH CENTER



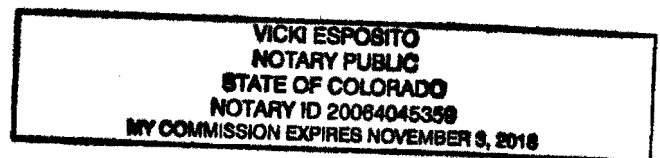
11-17-14
Date

Signed and sworn to before me on this 17th day of November, 2014 by

Rick Doucet


Notary Public

My commission expires on: 11/03/2018



CONTRACTOR'S CERTIFICATION OF COMPLIANCE

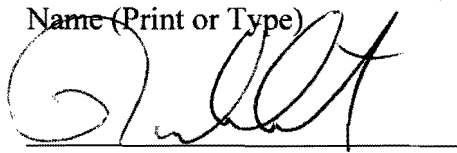
Pursuant to Colorado Revised Statute, § 8-17.5-101, et.seq., as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract 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:

Community Reach Center
Company Name

11-17-14
Date

Rick Doucet
Name (Print or Type)


Signature

CEO
Title

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

OPTION LETTER

Date: 9/2/2014	Original Contract CMS #: 14 IID 55056	Option Letter # 1	CMS Routing # 72955
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1) **OPTIONS:** Level of service change within current term.

2) **REQUIRED PROVISIONS.**

a. In accordance with Exhibit C, Paragraph 8 of the Original Contract between the State of Colorado, Department of Human Services, Office of Behavioral Health, and Adams County Sheriff's Department, the State hereby exercises its option for an increase in the amount of services at the same rate(s) as specified in Exhibit B.

b. The amount of the current Fiscal Year contract value is increased by \$42,000 to a new contract value of \$252,474 as consideration for services ordered under the contract for the current fiscal year 2014-15. All relevant parts of the contract, including Exhibit B, are hereby modified accordingly. The total contract value including all previous amendments, option letters, etc. is \$437,948 (FY14 \$185,474, and FY15 \$252,474).

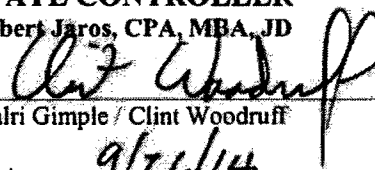
3) **Effective Date.** The effective date of this Option Letter is upon approval of the State Controller or September 3, 2014, whichever is later.

<p>STATE OF COLORADO John W. Hickenlooper, Governor Colorado Department of Human Services, Office of Behavioral Health</p>  <hr/> <p>By: Andrew Martinez, CFO Community Programs</p> <p>Date: <u>9-19-14</u></p>

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

<p>CRS §24-30-202 requires the State Controller to approve all State contracts. This Option Letter is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.</p>
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STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: 
Valri Gimple / Clint Woodruff

Date: 9/26/14

Exhibit B - Budget as revised by Option Letter #1

COMMUNITY REACH CENTER

STATEMENT OF OPERATIONS

07/01/14 - 06/30/15

	ORIGINAL FY15 BUDGET	ADDITIONAL FY15 FUNDS	TOTAL FY15 BUDGET
EXPENSES			
COMPENSATION			
Salaries	\$ 123,000.00	\$ 32,308.00	\$ 155,308.00
Benefits	\$ 36,900.00	\$ 9,692.00	\$ 46,592.00
TOTAL COMPENSATION	\$ 159,900.00	\$ 42,000.00	\$ 201,900.00
OPERATING			
Office Supplies	\$ 1,000.00	\$ -	\$ 1,000.00
Printing	\$ 120.00	\$ -	\$ 120.00
Travel	\$ 2,625.00	\$ -	\$ 2,625.00
Meals & Meeting Supplies	\$ 70.00	\$ -	\$ 70.00
TOTAL OPERATING	\$ 3,815.00	\$ -	\$ 3,815.00
TOTAL DIRECT EXPENSES	\$ 163,715.00	\$ 42,000.00	\$ 205,715.00
Management Fee/Administrative Fees In Kind	\$ 21,759.00	\$ -	\$ 21,759.00
Transfer to (from) Affiliate	\$ -	\$ -	\$ -
TOTAL EXPENSES	\$ 185,474.00	\$ 42,000.00	\$ 227,474.00

Compensation

1 licensed Masters level, Clinical Staff

.75 Clinician Masters Level

2 case manager

Management Fee/Administrative Fees

Per OMB A-122 Indirect costs should be statistically allocated to all cost centers.

Indirect Costs are those costs associated with the Executive Director, IT, Finance HR & Payroll.

EXPENSES

JBBS Recovery Support Services	\$ 25,000.00	\$ -	\$ 25,000.00
TOTAL EXPENSES	\$ 25,000.00	\$ -	\$ 25,000.00

We have no history to break out how much we estimate using for each individual service. The following is our service selection:

Emergency Housing

Medications

Bus Pass

Food Assistance

Backpacks

Education Costs (Books, Supplies & Fees)

Total for JBBS Program and Recovery Support Services

\$ 210,474.00 \$ 42,000.00 \$ 252,474.00