

ADAMS COUNTY, COLORADO  
THIRD ADDENDUM TO  
SERVICE AGREEMENT

THIS THIRD ADDENDUM TO SERVICE AGREEMENT ("Third Addendum") is entered into this 15 day of April, 2015, 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 Denver Area Youth Services, located at 1530 W. 13<sup>th</sup> Ave., Denver, CO 80204, hereinafter referred to as the "Contractor."

RECITALS

WHEREAS, on July 11, 2013, the County entered into a Service Agreement with the Contractor, Denver Area Youth Services to provide Home Based Intervention and Life Skills services for clients referred to and by Adams County Human Services Department (ACHSD) for services 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 was extended through July 11, 2015; and,

WHEREAS, the County and the Contractor mutually desire to amend the Service Agreement and add additional funds to the Agreement in the amount of ninety thousand dollars (\$90,000).

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. Denver Area Youth Services, shall provide Home Based Intervention and Life Skills services for clients referred to and by Adams County Human Services Department (ACHSD) for services 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.
2. The County shall reimburse the Contractor for the work provided under this Third Addendum in accordance with **Section V of the Service Agreement**. Adams County will pay Denver Area Youth Services according to the treatment packages and pricing structure described in "Exhibit "A" attached hereto. An additional ninety thousand dollars (\$90,000) is added to agreement for a total not to exceed amount of one hundred and fifty thousand dollars (\$150,000).
3. The Service Agreement and the First through Third Addenda 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 and previous Addenda 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 and 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.

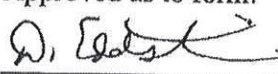
BOARD OF COUNTY COMMISSIONERS  
ADAMS COUNTY, COLORADO

  
Chairman


04-21-15  
Date

ATTEST:  
KAREN LONG  
CLERK AND RECORDER

  
Deputy Clerk

Approved as to form:  
  
Adams County Attorney's Office

DENVER AREA YOUTH SERVICES

  
Signature

4-15-15  
Date

Signed and sworn to before me on this 15 day of April, 2015 by

  
  
Notary Public

My commission expires on: Aug. 21, 2017

<p>AMY MARIE SLAUGHTER NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20134047861 COMMISSION EXPIRES AUG. 21, 2017</p>
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**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:

Denver Area Youth Services  
Company Name

4-15-15  
Date

Niel A Albertis  
Name (Print or Type)

Niel A Albertis  
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