ADAMS COUNTY, COLORADO SECOND ADDENDUM TO SERVICE AGREEMENT

THIS SECOND ADDENDED TO SERVICE AGREEMENT ("Second Addendum") is entered into this day of 2015, 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 jail-based 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 term of the agreement expired on June 30 2015; and,

WHEREAS, the County and the Contractor mutually desire to extend the Service Agreement beginning July 1, 2015 through June 30, 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 reimburse the Contractor for the work provided under this Second Addendum in accordance with Section IV of the Service Agreement. Beginning July 1, 2015 through June 30, 2016, Adams County will pay Community Reach Center a sum not to exceed two hundred fifty-two thousand four hundred seventy-four dollars (\$252,474.00.)
- 2. The term of the Service Agreement is extended through June 30, 2016.
- 3. 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.
- 4. The Recitals contained in this Second Addendum are incorporated into the body hereof and accurately reflect the intent and agreement of the parties.

2015.461 Community Reach Center/Jail Based Behavioral Services

- This Second Addendum may be executed in multiple counterparts, each of which 5. shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.
- Nothing expressed or implied in this Second Addendum is intended or shall be 6. 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.
- If any provision of this Second Addendum is determined to be unenforceable or 7. 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.
- Each party represents and warrants that it has the power and ability to enter into this 8. Second Addendum, to grant the rights granted herein, and to perform the duties and obligations herein described.

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IN WITNESS WHEREOF, the County and the Con	itractor have caused their names to be affixed
BOARD OF COUNTY COMMISSIONERS ADAMS COUNTY, COLORADO	
Chairman Tables	10-6-15 Date
ATTEST: STAN MARTIN CLERK AND RECORDER	
\mathcal{M}	Approved as to form:
COMMUNITY REAGH CENTER	Adams County Attorney's Office
Director	9-18-15 Date
Signed and sworn to before me on this $\frac{18^{th}}{2}$ day of	of <u>September</u> , 2015 by
Mick Doncet. Chick Esports Notary Public	
My commission expires on: ///03/20/8	
2015.461 Community Reach Center/Jail Based Be	naviorai Services

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

CONTRACTOR

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	9/18/15 Date
Name (Print or Type) Signature	
<u>CEO</u> 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: April	Original Contract CMS #: 14 IID	Option Letter # 2	CMS Routing # 16 IHJA
14, 2015	55056		78730

- 1) OPTIONS:
 - a. Option to renew for an additional term.
- 2) REQUIRED PROVISIONS.
 - a. In accordance with Exhibit C, Paragraph 8 of the Original Contract between the State of Colorado, Colorado Department of Human Services, and Adams County Sheriff's Department, the State hereby exercises its option for an additional term beginning July 1, 2015 and ending on June 30, 2016 at the same rate(s) as specified in Exhibit B.
 - b. The amount of the current Fiscal Year contract value is increased by \$252,474 to a new contract value of \$252,474 as consideration for services ordered under the contract for the current fiscal year 2015-16. 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 \$690,422 (FY14 \$185,474, FY15 \$252,474, FY16 \$252,474).
- 3) Effective Date. The effective date of this Option Letter is upon approval of the State Controller or July 1, 2015, whichever is later.

STATE OF COLORADO John W. Hickenlooper, Governor Department of Human Services Reggie Bicha Executive Director By: Andrew Martinez, CFO Community Programs -23-15

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

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 hercunder.

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

Clint Woodruff Valri Gimple
Date: 6/11/2015

COMMUNITY REACH CENTER

STATEMENT OF OPERATIONS 07/01/15 - 06/30/16

FY16 BUDGET **EXPENSES** COMPENSATION Salaries \$ 170,873 **Benefits** 39,301 **TOTAL COMPENSATION** 210,173 **OPERATING** Office Supplies 750 Office Equip < \$5,000 **Printing** 120 Travel 2,745 Meals & Meeting Supplies 140 **Recovery Support - Bus Passes** 9,500 **TOTAL OPERATING** 13,255 **TOTAL DIRECT EXPENSES** 223,428 Management Fee/Administrative Fees 29,046 In Kind Transfer to (from) Affilliate **TOTAL EXPENSES** 252,474 Compensation 1 licensed Masters level, Clinical Staff 62,872 .75 Clinician Masters Level 40,485 1 Case Manager 35,350 1 Case Manager 32,166 Total 170,873 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.