## ADAMS COUNTY, COLORADO AMENDMENT TWO 2017-249 FOR HOME BASED INTERVENTION PROGRAM

## RECITALS

WHEREAS, on June 1, 2016, the County entered into a Professional/Purchase of Service Agreement 2016.418 with Contractor; and,

WHEREAS, the County and the Contractor mutually desire to amend the Service Agreement to renew the agreement and separate Home Based Level 2 and 3 from Home based level 1 agreement.

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 Service Agreement is hereby amended to renew the term of the Agreement for Home Based Level Two and Three for one additional year from June 1, 2017 to May 31, 2018 to align with the Core Services Program.
- 2. The fee schedule shall be in the not to exceed amount of two hundred ninety-six thousand six hundred thirty-nine dollars and zero cents (\$296,639.00).
- 3. The Service Agreement and this Amendment Two 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. Except as amended by this Amendment, and any prior amendment(s), the terms and conditions of the Agreement remain in full force and effect. In the event of any conflicts between the terms, conditions, or provisions of the Service Agreement and this Amendment Two, the terms, conditions, and provisions of this Amendment Two shall control.
- 4. The Recitals contained in this Amendment Two are incorporated into the body hereof and accurately reflect the intent and agreement of the parties.
- 5. This Amendment Two 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 Amendment Two 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 Amendment Two or any terms, conditions, or provisions hereof. All terms, conditions, and provisions in this Amendment Two 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 Amendment Two is determined to be unenforceable or invalid for any reason, the remainder of the Amendment Two 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 Amendment Two, 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.

ADAMS COUNTY, COLORADO BOARD OF COUNTY COMMISSIONERS	7-18-17
Chair	Date
Family Tree, Inc.	
Soil SHELDS Print Name	CHIEF EXECUTIVE OFFICEN Print Title
Signature	6/22/17 Date
ATTEST: STAN MARTIN	
CLERK AND RECORDER	APPROVED AS TO FORM:
Deputy Clerk	County Attorney
<del>-</del> •	County Licothey