

**ADAMS COUNTY, COLORADO
SERVICE AGREEMENT**

AMENDMENT ONE

Nurse Home Visits, Prenatal, and Postnatal Education Program
TANF Program

THIS AMENDMENT ONE ("Amendment One") is made this 20 day of JUNE 2018, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and **TRI-COUNTY HEALTH DEPARTMENT**, located at 6162 S. Willow Drive, Suite 100, Greenwood Village, Colorado 80111, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

RECITALS

WHEREAS, on May 30, 2017, the County entered into Agreement #RFP 2017.304 with Tri-County Health Department to provide nurse home visits, prenatal, and postnatal education program TANF Program, and,

WHEREAS, the County and the Contractor mutually desire to amend the Service Agreement to extend the term for one additional year effective May 30, 2018 pursuant to **Section 3 TERM, Paragraph 3.2 Extension Options**.

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 pay the Contractor for the services furnished under this Amendment One in accordance with **Section 4 Payment and Fee Schedule** for an additional sum not to exceed three hundred twenty-three thousand, eight hundred and ninety-nine dollars and no cents (\$323,899.00) for the first option year.
2. The term of the Service Agreement is extended for one (1) additional year effective through May 29, 2019.
3. The Service Agreement, and Amendment One 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 Amendment One shall remain in full force and effect. In the event of any conflicts between the terms, conditions, or provisions of the Service Agreement, and Amendment One the terms, conditions, and provisions of Amendment One shall prevail.
4. The Recitals contained in Amendment One are incorporated into the body hereof, and accurately reflect the intent and agreement of the parties.
5. Amendment One 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 Amendment One 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 Amendment One or any terms, conditions, or provisions hereof. All terms, conditions, and provisions in Amendment One 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 Amendment One is determined to be unenforceable or invalid for any reason, the remainder of Amendment One 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 Amendment One, 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**

By:

Mary Hladky
Chair

6/26/18
Date

**CONTRACTOR:
TRI-COUNTY HEALTH DEPARTMENT**

By: John M. Douglas, Jr., M.D.
Executive Director

Name (Print or Type)

Date

[Signature]
Authorized Signature

Title

ATTEST:
Stan Martin
Clerk and Recorder

[Signature]

APPROVED AS TO FORM
Adams County Attorney's Office

By: [Signature]
Attorney Signature