# ADAMS COUNTY, COLORADO AMENDMENT TWO 2018.830 FOR SUBSTANCE ABUSE TREATMENT SERVICES

THIS AMENDMENT TWO TO PURCHASE OF SERVICE AGREEMENT 2016.446 is entered into this \_/5/ day of \_\_\_\_\_\_\_\_\_, 2018, by and between the Board of County Commissioners of Adams County, Colorado, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinaster referred to as the "County," and The Regents of the University on behalf of the University of Colorado Denver, Addiction Research and Treatment Services d/b/a Synergy Day Treatment, located at 3738 W. Princeton Circle, Denver, Colorado 80236, hereinaster referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

#### RECITALS

WHEREAS, on December 15, 2016, the County entered into a Purchase of Service Agreement 2016.446 with Contractor; and,

WHEREAS, on May 30, 2017, the County renewed the Purchase of Service Agreement 2017.254 with Contractor to extend the agreement until May 31, 2018; and.

WHEREAS, the County and the Contractor mutually desire to amend the Service Agreement to extend the 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 extend the term of the Agreement for one additional year from June 1, 2018 to May 31, 2019.
- 2. The fee schedule shall be in the not to exceed amount of one hundred fifty-five thousand dollars (\$155,000.00).
- 3. This agreement is being paid with CORE grant funds. As a material term of this Agreement, and in order to receive payment for services rendered, Contractor shall submit all invoices within 30 days it provides services. No County funds have been or will be appropriated to pay for Contractor's services pursuant to this agreement. In the event the Contractor fails to submit invoices as required by this paragraph, Contractor understands that grant funds will no longer be available for payment, and the Contractor will be barred from receiving payment for its services. Invoices for fixed rate payments are due no later than the 8<sup>th</sup> of every month. Fee for service payments are due no later than the 10<sup>th</sup> of every month.
- 4. 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.

- 5. The Recitals contained in this Amendment Two are incorporated into the body hereof and accurately reflect the intent and agreement of the parties.
- 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 Two and the
  same agreement.
- 7. 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.
- 8. 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.
- 9. 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.

BOARD OF COUNTY COMMISSIONERS			
Thambled (	7/3/16		
Mary Hodge	Date		
THE UNIVERSITY COLORADO DENVI  Denise Queen Contracts Manager Office of Grants and Contracts	ER D/B/A SYNERGY		
Print Name  Signature	Print Title  7/1//8 Date		
ATTEST: STAN MARTIN CLERK AND RECORDER	APPROVED AS TO FORM:	g in a second	

ADAMS COUNTY COLORADO

### Nadia N. Barela

om:

Arguelles, Irene < Irene. Arguelles @ucdenver.edu>

Sent:

Tuesday, July 3, 2018 12:17 PM

To:

Nadia N. Barela

Cc:

Devine, Alexis; Marin-taylor, Gina

Subject:

Synergy revised rates

#### Nadia,

Thank-you to the county for the 1% increase. Below are new rates. Per our conversation by phone, we will resubmit June 2018 invoice and resubmit with below increased rates.

Service	2017-2018 rate	1% rate increase for 2018-2019
MST	\$1950.00/monthly	\$1969.50/monthly
ACRA	\$50.00 (daily)	\$50.50 (daily)
ACC	\$1500.00/monthly	\$1515.00/monthly

With gratitude,

## Irene G. Arguelles, LPC, CACIII | Director

Synergy Adolescent Services
Department of Psychiatry | Addiction Research and Treatment Services
University of Colorado Anschutz Medical Campus
0 283 3620 (office)

irene.arguelles@ucdenver.edu | artstreatment.com



Treatment Services



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