

ADAMS COUNTY, COLORADO  
SECOND ADDENDUM TO  
SERVICE AGREEMENT

THIS SECOND ADDENDUM TO SERVICE AGREEMENT ("Second Addendum") is entered into this 10<sup>th</sup> day of JUNE, 2013, by and between the Board of County Commissioners of Adams County, Colorado, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," acting in its capacity as the Adams County Board of Human Services, and Signal Behavioral Health Network, located 455 Sherman Street, Suite 455, Denver, Colorado 80203, hereinafter referred to as the "Contractor."

RECITALS

WHEREAS, on June 1, 2011, the County entered into a Service Agreement with, Signal Behavioral Health Network to provide Substance Abuse Services to families referred by Adams County Human Services Department (ACHSD) 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 service agreement expires on May 31, 2013, and,

WHEREAS, the County and the Contractor mutually desire to amend the Service Agreement to extend the term of the contract beginning June 1, 2013 through May 31, 2014, and,

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 June 1, 2013 through May 31, 2014, Adams County will pay Signal Behavioral Health Network at the rates described in "Attachment A" of this Second Addendum a sum not to exceed one hundred fifty thousand dollars (\$150,000.00).
2. The term of the Service Agreement is extended through May 31, 2014.
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.
5. This Second 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 Second 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 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.
7. If any provision of this Second Addendum is determined to be unenforceable or 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.
8. Each party represents and warrants that it has the power and ability to enter into this Second 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

*Earl Henry*  
Chairman

6-10-13  
Date

ATTEST:  
KAREN LONG  
CLERK AND RECORDER



*Keisha Huso*  
Deputy Clerk

Approved as to form:  
*P. Covert*  
Adams County Attorney's Office

SIGNAL BEHAVIORAL HEALTH NETWORK

*Michael Jenet*  
Michael Jenet, CEO

5-24-13  
Date

Signed and sworn to before me on this 24<sup>th</sup> day of May, 2013 by

*Kristy Jordan*  
Notary Public

My commission expires on: 2/9/15



