

ADAMS COUNTY, COLORADO
FOURTH ADDENDUM TO
SERVICE AGREEMENT WITH SYNERGY DAY TREATMENT

THIS FOURTH ADDENDUM TO SERVICE AGREEMENT ("Fourth Addendum") is entered into this 5th day of MAY, 2015, by and between the Board of County Commissioners of Adams County, Colorado, located at 4430 South Adams County Parkway, Brighton, CO 80601, hereinafter referred to as the "County," acting in its capacity as the Adams County Board of Human Services, and The University of Colorado Denver, a public institution of higher education created under the constitution and law of the State of Colorado, d/b/a Synergy Day Treatment located at 3738 W. Princeton Circle, Denver, CO 80236, hereinafter referred to as the "Contractor."

RECITALS

WHEREAS, on June 1, 2011, the County entered into a Service Agreement with Synergy Day Treatment to provide Substance Abuse, Mental Health and Day Treatment Services for 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 County and the Contractor previously agreed to extend the Service Agreement beginning June 1, 2014 through May 31, 2015; and,

WHEREAS, the County and the Contractor mutually desire to amend the Service Agreement as follows:

1. Effective November 21, 2014, Synergy will no longer provide Day Treatment Services as set forth in Section 1.A, 1.B and 1.D of the Service Agreement and Section B of the Core Services Application Form.
2. The Fee Schedule line item for Day Treatment shall be deleted in it's entirety as of November 21, 2014.
3. The Fee Schedule and Section B of the Core Services Application are amended to reflect Multisystemic Therapy for June 2014 through May 31, 2015 at the monthly rate of \$1,800.
4. Section VIII – Insurance of the Service Agreement shall be revised to reflect that the maximum amounts recoverable are now (a) \$350,000 for any injury to one person in a single occurrence, and (b) \$990,000 for any injury to two or more people in a single occurrence, except in such instance no person may recover in excess of \$350,000.

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 Fourth Addendum in accordance with the agreed upon changes in Addendum Four. Beginning June 1, 2014 through May 31, 2015, Adams County will pay Synergy Day

2. The Service Agreement and the First through the Fourth Addenda 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 and previous addenda that are not amended or modified by this Fourth 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 Fourth Addendum, the terms, conditions, and provisions of this Fourth Addendum shall control.
3. The Recitals contained in this Fourth Addendum are incorporated into the body hereof and accurately reflect the intent and agreement of the parties.
4. This Fourth 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.
5. Nothing expressed or implied in this Fourth 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 Fourth Addendum or any terms, conditions, or provisions hereof. All terms, conditions, and provisions in this Fourth 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.
6. If any provision of this Fourth Addendum is determined to be unenforceable or invalid for any reason, the remainder of the Fourth Addendum shall remain in effect, unless otherwise terminated in accordance with the terms contained in the Service Agreement.
7. Each party represents and warrants that it has the power and ability to enter into this Fourth 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


Chairman

5/5/15
Date

ATTEST:
STAN MARTIN
CLERK AND RECORDER


Deputy Clerk

Approved as to form:


Adams County Attorney's Office

THE UNIVERSITY OF COLORADO DENVER,
d/b/a SYNERGY DAY TREATMENT

Shaun P. McMullin
Shaun McMullin, Deputy Controller

Date

4/21/15

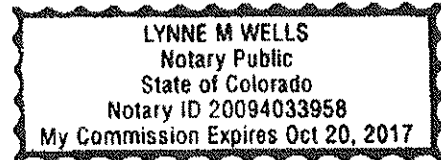
Signed and sworn to before me on this 21st day of April, 2015 by

Lynne M. Wells

Lynne M. Wells

Notary Public

My commission expires on: 10/20/17



CONTRACTOR'S CERTIFICATION OF COMPLIANCE

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:

Regents of the University of Colorado,
a body corporate, for and on behalf of,
the University of Colorado Denver

Company Name

4/20/15
Date

Shaun P. McMullin, Deputy Controller

Name (Print or Type)

Shaun McMullin

Signature

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