

ADAMS COUNTY, COLORADO  
SERVICE AGREEMENT  
ADDENDUM FIVE

THIS ADDENDUM FIVE ("Addendum") is made this 18<sup>th</sup> day of August 2015, 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 the Regents of the University of Colorado, for and on behalf of, the **UNIVERSITY OF COLORADO DENVER, ADDICTION RESEARCH & TREATMENT SERVICES (ARTS)** located at 3738 W. Princeton Circle, Denver, CO 80236, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

RECITALS

WHEREAS, on September 26, 2014, the County entered into Addendum Four #2014.137-18 with **Synergy** to provide Home Based, MST and Substance Abuse Services for families referred by the Adams County Human Services Department, 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 mutually desire to amend the Agreement to add language for change orders and extensions, in addition to extending the last renewal of the Service Agreement effective June 1, 2015.

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. **Section III-Term. The below two paragraphs are added and read as follows:**

**Change Orders or Extensions:** The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision, or if no provision exists, pursuant to the terms of the Change Order.

**Extensions:** The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

2. The County shall pay the Contractor for the services furnished under this Addendum in accordance with **Section IV Payment and Fee Schedule of the Service Agreement** for a sum not to exceed seventy thousand dollars and no cents (\$70,000.00).
3. The term of the Service Agreement is extended for the last renewal year effective through May 31, 2016.
4. The Service Agreement, Addendum One, Addendum Two, Addendum Three, Addendum Four, and Addendum Five 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 Addendum Five shall remain in full force and effect. In the event of any conflicts between the terms, conditions, or provisions of the Service Agreement, Addendum One, Addendum Two, Addendum Three, Addendum Four, and Addendum Five the terms, conditions, and provisions of Addendum Five shall prevail.



