

**ADAMS COUNTY, COLORADO  
AMENDMENT THREE 2019.624 FOR  
SUBSTANCE ABUSE TREATMENT SERVICES**

THIS AMENDMENT THREE TO PURCHASE OF SERVICE AGREEMENT 2016.414.05 is entered into this 29 day of JULY, 2019, 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," and Life Support Behavioral Institute, located at 7853 E. Arapahoe Street, Suite 3550, Centennial, Colorado 80112, hereinafter 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 2016.414.05 with Contractor; and,

WHEREAS, on May 22, 2017, the County renewed the Purchase of Service Agreement 2017.244 with Contractor to extend the agreement until May 31, 2018; and,

WHEREAS, on July 31, 2018, the County extended the Purchase of Service Agreement 2018.827 with Contractor until May 31, 2019; and,

WHEREAS, the County and the Contractor mutually desire to amend the Service Agreement to extend the agreement until May 31, 2020 to close out services for existing clients.

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, 2019 to May 31, 2020.
2. The fee schedule shall be in the not to exceed amount of seventy-five thousand dollars (\$75,000.00).
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 Three 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 Three, the terms, conditions, and provisions of this Amendment Three shall control.
5. The Recitals contained in this Amendment Three are incorporated into the body hereof and accurately reflect the intent and agreement of the parties.

6. This Amendment Three may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute Three and the same agreement.
7. Nothing expressed or implied in this Amendment Three 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 Three or any terms, conditions, or provisions hereof. All terms, conditions, and provisions in this Amendment Three 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 Three is determined to be unenforceable or invalid for any reason, the remainder of the Amendment Three 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 Three, 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.

ADAMS COUNTY, COLORADO  
COUNTY MANAGER

*Misha Guis*  
for Raymond H. Gonzales

07-29-2019  
Date

LIFE SUPPORT BEHAVIORAL INSTITUTE

Lisa Dunning, LMFT  
Print Name

President  
Print Title

Lisa Dunning, LMFT  
Signature

7-24-19  
Date

ATTEST: STAN MARTIN  
CLERK AND RECORDER

Etiamax  
Deputy Clerk

APPROVED AS TO FORM:

[Signature]  
County Attorney