

SECOND AMENDMENT TO  
ADAMS COUNTY, COLORADO PURCHASE OF SERVICE AGREEMENT

THIS SECOND AMENDMENT TO ADAMS COUNTY, COLORADO PURCHASE OF SERVICE AGREEMENT ("Second Amendment") is entered into this 31<sup>st</sup> day of March, 2014 (the "Second Amendment Effective Date"), by and between the Board of County Commissioners of Adams County, Colorado, located at 4430 South Adams Parkway, Brighton, CO 80601, hereinafter referred to as the "County," and Children's Hospital Colorado, located at 13123 E. 16th Ave. Box B240 Aurora, CO 80045, hereinafter referred to as "Contractor," individually referred to as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, on August 24, 2011, the County entered into a Purchase of Service Agreement with Contractor which was amended by the Parties on March 6, 2013 to extend the service one year (collectively, the "Agreement"); and,

WHEREAS, the County and Contractor mutually desire to amend the Service Agreement to extend the term for one additional year.

NOW, THEREFORE, for the consideration set forth herein, the sufficiency of which is mutually acknowledged by the Parties, the County and Contractor agree as follows:

AGREEMENT

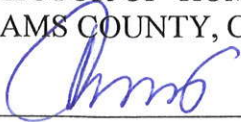
1. The Agreement is hereby amended to extend the term of the Agreement through August 31, 2014. Section 3.1 is hereby deleted in its entirety and replaced with the following:
  - 3.1 Term of Agreement. The term of this Agreement shall begin on the Second Amendment Effective Date and end at 11:59 pm on August 31, 2014 (the "Term").
2. The fee schedule described in Section 4.1 of the Agreement will remain at Twenty-Two Thousand Five Hundred Dollars (\$22,500.00) for the Term.
3. The Agreement and this Second Amendment 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 Agreement that are not amended or modified by this Second Amendment shall remain in full force and effect. In the event of any conflicts between the terms, conditions, or provisions of the Agreement and this Second Amendment, the terms, conditions, and provisions of this Second Amendment shall control.

4. The Recitals contained in this Second Amendment are incorporated into the body hereof and accurately reflect the intent and agreement of the Parties.
5. This Second Amendment 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 Amendment 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 Amendment or any terms, conditions, or provisions hereof. All terms, conditions, and provisions in this Second Amendment by and on behalf of the County and Contractor shall be for the sole and exclusive benefit of the County and Contractor.
7. If any provision of this Second Amendment is determined to be unenforceable or invalid for any reason, the remainder of the Second Amendment shall remain in effect, unless otherwise terminated in accordance with the terms contained in the Agreement.
8. Each Party represents and warrants that it has the power and ability to enter into this Second Amendment, to grant the rights granted herein, and to perform the duties and obligations herein described.

[Signatures on following page.]

IN WITNESS WHEREOF, the County and Contractor have caused their names to be affixed as of the Second Amendment Effective Date.

CHRIS KLINE  
DIRECTOR OF HUMAN SERVICES  
ADAMS COUNTY, COLORADO



Signature

3-31-14

Date

ATTEST:  
KAREN LONG

CLERK AND RECORDER

APPROVED AS TO FORM:



Adams County Attorney's Office

Deputy Clerk

CHILDREN'S HOSPITAL COLORADO

Christopher J. Martin, VP Ambulatory  
Printed Name and Title

3/24/14

Date



Signature

