SEVENTH AMENDMENT PUBLIC CONTRACT FOR SERVICES

- THIS SEVENTH AMENDMENT TO THE PUBLIC CONTRACT FOR SERVICES (The "Seventh Amendment") is made and entered into this 1st day of January 2025, by and between the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO (the "County"), and HEALTH ADVOCATE SOLUTIONS, INC.
- **WHEREAS**, the County and the Consultant entered into a certain Public Contract for Services Agreement effective July 1, 2018.
- WHEREAS, the County and the Consultant originally agreed to a Maximum Contract Expenditure for services in the amount of FIFTEEN THOUSAND DOLLARS (\$15,000.00) for fiscal year 2018; and;
- **WHEREAS**, the County and the Consultant amended the Contract on January 1, 2019 ("First Amendment") increasing the Maximum Expenditure in the amount of SEVENTEEN THOUSAND DOLLARS (\$17,000.00) and extending the term; and
- **WHEREAS**, the County and the Consultant amended the Contract on January 1, 2020 ("Second Amendment") increasing the Maximum Expenditure in the amount of FIFTEEN THOUSAND DOLLARS (\$15,000.00) and extending the term; and
- WHEREAS, the County and the Consultant amended the Contract on January 1, 2021 ("Third Amendment") increasing the Maximum Expenditure in the amount of TWENTY THOUSAND DOLLARS (\$20,000.00) and by extending the term; and
- WHEREAS, the County and the Consultant amended the Contract on January 1, 2022 ("Fourth Amendment") increasing the Maximum Contract Expenditure in the amount of TWENTY THOUSAND DOLLARS (\$20,000.00) and by extending the term and
- **WHEREAS**, the County and the Consultant amended the contract on January 1, 2023 ("Fifth Amendment") increasing the Maximum Contract Expenditure by an additional FORTY THOUSAND DOLLARS (\$40,000.00) and by extending the term; and
- **WHEREAS**, the County and the Consultant amended the contract on January 1, 2024? ("Sixth Amendment") increasing the Maximum Contract Expenditure by an additional FORTY THOUSAND DOLLARS (\$40,000.00) and by extending the term; and
- WHEREAS, the County and the Consultant hereby desire to further amend the contract Maximum Contract Expenditure by an additional THIRTY EIGHT THOUSAND SIX HUNDRED DOLLARS (\$38,600.00) for fiscal year 2025 and by extending the term to December 31, 2025; and

WHEREAS, The County has budgeted and appropriated the necessary funds to satisfy the financial obligations set forth in the Contract.

NOW, THEREFORE, the parties hereto mutually agree as follows:

- 1. MAXIMUM CONTRACT EXPENDITURE: Any other provision of this Contract notwithstanding and pursuant to Section 29-1-110, C.R.S., the total amount of funds appropriated for this Contract is TWO HUNDRED FIVE THOUSAND SIX HUNDRED DOLLARS (\$205,600.00). The funds appropriated for this Seventh Amendment is THIRTY EIGHT THOUSAND SIX HUNDRED Dollars (\$38,600.00) for fiscal year 2025. In no event shall the County be liable for payment under this Contract for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Contract, nor is anything set forth herein a limitation of liability for Consultant. Any potential expenditure for this Contract outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.
- 2. TERM: It is mutually agreed by the parties that the term of this Contract shall commence as of 12:01 a.m. on July 1, 2018 and terminate at 12:00 a.m. on December 31, 2025. This Contract and/or any extension of its original term shall be contingent upon annual funding being appropriated, budgeted and otherwise made available for such purposes and subject to the County's satisfaction with all products and services received during the preceding term.
- **3. Scope of service** to include original Plan Sponsor Agreement for Advocacy and the Employee Assistance Program added to the original agreement as of January 1, 2023.
 - 4. The remainder of the Contract shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the County and Consultant have executed this Amendment as of the date first above written.

[HEALTH ADVOCATE SOLUTIONS, INC.]

BY:	David Vandeveer				
TITLE:	Executive Vice President				
DATE:	02/13/2025		,		
Signature of	Notary Public Required:				
STATE OF	Florida				
COUNTY O	F Miami-Dade				
The foregoing	g instrument was acknowledg	ged before me th	is <u>13th</u> d	lay of February	_, 20_25
Witne	ess my hand and official seal	Notary Public	;		-
My commiss	ion expires: <u>11/12/2028</u>	Minimum	OF E.	JOSE CARABALLO Notary Public - State of Commission # HH 6116 Expires on November	Florida 33

Notarized remotely online using communication technology via Proof.

THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, COLORADO

Ву:			
Abe Laydon			
Chair			
ATTEST:			
Ву:			
Hayley Hall			
Clerk to the Board, Clerk & Recorder			
APPROVED AS TO CONTENT:	APPROVED AS TO CONTENT:		
Ву:	Ву:		
Laura Leary	Doug DeBord		
Human Resources Director	County Manager		
DATE:	DATE:		
APPROVED AS TO FISCAL CONTENT:	APPROVED AS TO LEGAL CONTENT		
Ву:	Ву:		
Andrew Copland	Christopher Pratt		
Director of Finance	County Attorney		
DATE:	DATE:		