AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Amendment for Task Order #2; Colorado Department o

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: BOCC & CO Dept Public Health & Environment

Term Begins: Oct. 1, 2014 **Term Ends:** 9/30/2015 **Grant Contract #:**

Summary:

This is an amendment to current contract for add'l funds for: training expenses, new scanner and computer as per request. See Exhibit K.

Fiscal Impact: $4,803

Submitted by: C Worrall **Submitter's Email Address:** cworrall@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
Finance has reviewed, no concerns.

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 4/29/2015

County Attorney Review: ( ) Required (●) Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required Yes ( ) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 4/29/2015

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted:

Agenda Date: 5/5/2015

Revised April 2015

Colorado Department of Public Health & Environment
Instructions for Contract Processing

(New Contract OR Amendment used for any type of modification)

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Intergovernmental Entities/Local Health Agencies

I. Contract Document

☐ **Print** – 3 copies of the PDF contract document attached to the email. Double sided printing is encouraged but optional. Single sided copies will be accepted.

☐ **Signatures** – Each of the 3 contract documents must be signed by the signature authority for your organization. Original signatures are required. Please use blue ink if possible.

II. Signature Authority

***Attention Local Health Agencies:** Some agencies have signature authority letters on file with CDPHE. If your agency does not, please read and comply with the following instructions*

If the **individual signing your contract document is NOT listed below** as the signature authority for your entity type, you must provide **1 copy** of a **Signature Authority Letter** or other regulatory document (resolution, charter, ordinance, etc) confirming the individual has the authority to enter into contracts on behalf of the organization.

- **Counties** – Board of County Commissioners Chairperson or Executive Director
- **County or District Board of Health** – Board of Health President or Executive Director
- **County or District Board of Social Services** – Board of Social Services Chairperson
- **Cities and Towns** – Mayor
- **Cities and Towns** – City Manager (if city manager structure)
- **School District** – School District Superintendent

III. Submission

☐ **Return** all 3 original signed contract documents and the Signature Authority documentation (if applicable) to the address below.

You may hand deliver your documents, send them by mail, or use a courier or delivery service such as FedEx or UPS. The use of a delivery service allows for overnight shipping if needed and provides tracking and delivery confirmation information. Hand delivery may be made to the CDPHE Mail Room in Building B between the hours of 7:30am – 5:00pm, Monday through Friday. Deliveries outside of those times will not be accepted. You will be provided a receipt for your delivery.

Colorado Department of Public Health & Environment
PSD-WIC-A4
Attn: Cyril Padilla
4300 Cherry Creek Drive South
Denver, CO 80246-1530

IV. Fully Executed Contract

You are not authorized to begin work until the contract is fully executed (signed by all parties). You will be notified of the date work can begin under this contract.

DEPARTMENT OR AGENCY NAME
COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT
PSD-WIC

DEPARTMENT OR AGENCY NUMBER
FHLA

CONTRACT ROUTING NUMBER
15-78195

AMENDMENT FOR TASK ORDERS #2

This Amendment is made this **10th** day of **April**, **2015**, by and between the State of Colorado, acting by and through the **DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT**, whose address or principal place of business is **4300 Cherry Creek Drive South, Denver, Colorado 80246**, hereinafter referred to as the "State"; and, **BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY, (a political subdivision of the state of Colorado)**, whose address or principal place of business is **200 East Virginia Avenue, Gunnison, Colorado, 81230-2297, for the use and benefit of the GUNNISON COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES, whose address or principal place of business is 225 North Pine Street, Suite E, Gunnison, Colorado, 81230-2333,** hereinafter referred to as the "Contractor".

FACTUAL RECITALS

The parties entered into a Master Contract, dated January 17, 2012, with contract routing number **13 FAA 00023**.

Pursuant to the terms and conditions of the Master Contract, the parties entered into a Task Order Contract, dated **August 20, 2012,** with encumbrance number **PO FLA WIC1347905,** and contract routing number **13 FLA 47905, as amended by** Grant Funding Change Letter #**1**, contract routing number **13 FLA 57375**, Amendment for Task Order #**1**, contract routing number **14 FLA 58765**, Grant Funding Change Letter #**2**, contract routing number **14 FLA 69221**, and Option Letter #**1**, contract routing number **15 FHLA 71883**, collectively referred to herein as the "Original Task Order Contract, whereby the Contractor was to provide to the State the following:

> **Conduct and administer a component of the Special Supplemental Nutrition Program for Women, Infants, and Children, hereinafter referred to as the "WIC Program", within an approved service area. Service includes, but not limited to, nutrition education and the provision of certain nutrition foods to pregnant, lactating and postpartum women, infants, and children under five (5) years of age, whose income falls below specified levels and have an identifiable nutrition risk factor, as described in 7 CRS, Part 246, and the State's WIC Program Manual.**

The State promises to **increase** the amount of funds to be paid to the Contractor by **Four Thousand Eight Hundred Three Dollars**, **($4,803.00)** during the current term of the Original Task Order Contract in exchange for the promise of the Contractor to perform the work under the Original Task Order Contract.

NOW THEREFORE, in consideration of their mutual promises to each other, stated below, the parties hereto agree as follows:

1. Consideration for this Amendment to the Original Task Order Contract consists of the payments and services that shall be made pursuant to this Amendment, and promises and agreements herein set forth.

2. It is expressly agreed to by the parties that this Amendment is supplemental to the Original Task Order Contract, contract routing number **13 FLA 47905**, as amended by Grant Funding Change Letter #**1**, contract routing number **13 FLA 57375**, Amendment for Task Order #**1**, contract routing number **14 FLA 58765**, Grant Funding Change Letter #**2**, contract routing number **14 FLA 69221**, and Option Letter #**1**, contract routing number **15 FHLA 71883**, collectively referred to herein as the Original Contract, which is by this reference incorporated herein. All terms, conditions, and provisions thereof, unless specifically modified herein, are to apply to this Amendment as though they were expressly rewritten, incorporated, and

included herein.

3. It is expressly agreed to by the parties that the Original Task Order Contract is and shall be modified, altered, and changed in the following respects only:

A. This Contract Amendment is issued pursuant to paragraph **5** of the Original Task Order Contract identified by contract routing number 13 FLA 47905. This Amendment is for the **current term** of **October 1, 2014**, through and including **September 30, 2015**. This Amendment modifies the Original Task Order Contract by adding descriptive elements. The following provision modifications are incorporated herein by this reference.

i. The following information shall be added as a supplement to page 1 of the Task Order Contract:
   a Contractor DUNS: 133115220
   b Classification: Subrecipient

ii. The following information shall be added as a supplement to Exhibit A, Additional Provisions, of the Task Order Contract:
   a This award does not include funds for Research and Development.
   b The United States Department of Agriculture ("USDA"), through its Food and Nutrition Services ("FNS") has awarded as of 10/01/2014 anticipated federal funds of $22,400,532.00 under Notice of Cooperative Agreement Award, hereinafter "NCAA", number 3C0700701, to perform the following – to operate the Special Supplemental Nutrition Program for Woman, Infants, and Children, officially known as the "WIC" Program.

B. This Amendment is issued pursuant to paragraph **5** of the Original Task Order Contract identified by contract routing number **13 FLA 47905**. This Amendment is for the **current term** of **October 1, 2014**, through and including **September 30, 2015**. The maximum amount payable by the State for the work to be performed by the Contractor during this **current term** is **increased** by **Four Thousand Eight Hundred Three Dollars**, **($4,803.00)** for an amended financial obligation of the State for the **current term** of **Fifty Six Thousand Eight Hundred Twenty Four Dollars**, (**$56,824.00**) and an amended **total** financial obligation of the State of **ONE HUNDRED SEVENTY SEVEN THOUSAND NINE HUNDRED TWENTY FOUR DOLLARS ($177,924.00).** Of the amended financial obligation for the **current term Zero Dollars, ($0.00)** are attributable to a funding source of the State of Colorado and **Fifty Six Thousand Eight Hundred Twenty Four Dollars, ($56,824.00)** are attributable to a funding source of the United States Government (see Catalog of Federal Domestic Assistance (CFDA) number **10.5570**). Of the amended **total** financial obligation of the State referenced above **Zero Dollars, ($0.00)** are attributable to a funding source of the State of Colorado and **ONE HUNDRED SEVENTY SEVEN THOUSAND NINE HUNDRED TWENTY FOUR DOLLARS, ($177,924.00)** are attributable to a funding source of the United States Government. The revised **Budget** is incorporated herein by this reference and identified as "**Exhibit K**".

The Original Task Order Contract is modified accordingly. All other terms and conditions of the Original Task Order Contract are reaffirmed.

4. The Effective Date of this Amendment is **May 22, 2015**, or upon approval of the State Controller, or an authorized delegate thereof, whichever is later.

5. Except for the Special Provisions and other terms and conditions of the Master Contract and the General Provisions of the Original Task Order Contract, in the event of any conflict, inconsistency, variance, or contradiction between the terms and provisions of this Amendment and any of the terms and provisions of the Original Task Order Contract, the terms and provisions of this Amendment shall in all respects supersede, govern, and control. The Special Provisions and other terms and conditions of the Master

Contract shall always control over other provisions of the Original Task Order Contract or any subsequent amendments thereto. The representations in the Special Provisions to the Master Contract concerning the absence of personal interest of state of Colorado employees and the certifications in the Special Provisions relating to illegal aliens are presently reaffirmed.

6. FINANCIAL OBLIGATIONS OF THE STATE PAYABLE AFTER THE CURRENT FISCAL YEAR ARE CONTINGENT UPON FUNDS FOR THAT PURPOSE BEING APPROPRIATED, BUDGETED, AND OTHERWISE MADE AVAILABLE.

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day first above written.

*** Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.**

CONTRACTOR:

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY
(a political subdivision of the state of Colorado)
for the use and benefit of the
GUNNISON COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES

_____
Signature of Authorized Officer

_____
Date

_____
Print Name of Authorized Officer

_____
Print Title of Authorized Officer

STATE:

STATE OF COLORADO
John W. Hickenlooper, Governor

By: _____
For the Executive Director
DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT

PROGRAM APPROVAL:

By: _____

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____

Date: _____

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EXHIBIT K

BUDGET
To Task Order Contract Dated 08/20/2012 - Contract Routing Number 13 FLA 47905
Amendment for Task Order #2 Routing Number 15 FHLA 78195

Task Order - FFY 2013 Budget (October 1, 2012 – September 30, 2013)	$63,101.00
Grant Funding Letter #1 - Regional Training Funds Increase	$318.00
Amendment #1 - FFY 2014 Budget (October 1, 2013 – September 30, 2014)	$55,836.00
Grant Funding Letter #2 – Funding Formula Funds Increase	$1,000.00
Grant Funding Letter #2 – LMS Training Travel Funds Increase	$845.00
Option Letter #1 - FFY 2015 Budget (October 1, 2014 – September 30, 2015)	$52,021.00
Amendment #2 – Additional Funds Request Increase	**$3,803.00**
Amendment #2 – Computer Purchase Funds Increase	**$1,000.00**
TOTAL CONTRACT	**$177,924.00**