AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Colorado Department of Public Health and Environme

Action Requested: County Manager Signature

Parties to the Agreement: BOCC & CO Dpet. Public Health & Environment

Term Begins: June 2015 **Term Ends:** 6/30/2016 **Grant Contract #:**

Summary:

This is amendment to current Family Planning contract to increase funds. SOW and services remain unchanged.

Fiscal Impact: $46,770.50

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

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 12/17/2015

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

Comments:
ok - gs

Reveiwed by: GUNCOUNTY1\gstuhr Discharge Date: 12/18/2015 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/18/2015

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

Agenda Date: 12/22/2015

Revised April 2015

DEPARTMENT OR AGENCY NAME
COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT
FHLA-FPP

DEPARTMENT OR AGENCY NUMBER
FAAA

CONTRACT ROUTING NUMBER
16-84913

AMENDMENT FOR TASK ORDERS #1

This Amendment is made this **17th** day of **November**, **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, CO 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 **March 28, 2014,** with encumbrance number **PO FLA PSD1566972,** herein after encumbrance number **CT FHLA2015000000000737** and contract routing number **15 FLA 66972, as amended by Grant Funding Change Letter #1, routing number 15 FHLA 77314, Grant Funding Change Letter #2, routing number 16 FHLA 79230, and Grant Funding Change Letter #3, routing number 16 FHLA 84201**, collectively referred to herein as the "Original Task Order Contract, whereby the Contractor was to provide to the State the following:

> **Reduce unintended pregnancy by insuring access to quality reproductive health services to all Coloradans.**

The State hereby exercises "no cost" changes to the **Contract** and to the **Additional Provisions** within the **current term** of the Original Contract. The State promises to **increase** the amount of funds to be paid to the Contractor by **Forty Six Thousand Seven Hundred Seventy Dollars and Fifty Cents ($46,770.50)** during the **current term** of the Original Task Order Contract in exchange for the promise of the Contractor to perform the **increased** 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 **15 FLA 66972, as amended by Grant Funding Change Letter #1, routing number 15 FHLA 77314, Grant Funding Change Letter #2, routing number 16 FHLA 79230, and Grant Funding Change Letter #3, routing number 16 FHLA 84201,** 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 **15 FLA 66972**. This Amendment is for the **current term** of **July 1, 2014**, through and including **June 30, 2016**. 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.

iii. The following information located on page 1 of 5 of Exhibit A, Additional Provisions, Provision #3, is hereby deleted in its entirety: "Notwithstanding the terms contained in *General Provisions* of the Master Contract, Section 27, *Annual Audit*, for the purpose of this Task Order, the Contractor is a Vendor as defined by Office of Management and Budget (OMB) Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations)."

iv. The following provision is added as Provision #23 to Exhibit A, Additional Provisions, of the Task Order Contract: "Per the private funding source, The Colorado Trust (The Trust) expressly disclaims any obligation to employees or independent contractors hired or engaged by CDPHE to assist CDPHE in carrying out its obligations under the Grant Contract with The Colorado Trust. Employment or engagement of such third parties is referred to in this paragraph as "engagement." If CDPHE elects to engage third parties for such purpose, CDPHE will: (i) notify third parties that their engagement is subject to the terms and conditions of the Grant Contract between CDPHE and The Colorado Trust, particularly the right of The Trust to terminate its obligations under the Grant Contract between CDPHE and The Colorado Trust and discontinue funding; (ii) include the following language in any written agreement rights between CDPHE and any third party: ' third party Contractor hereby acknowledges that CDPHE's rights under this agreement are subject to all the terms and conditions of a Grant Contract with The Colorado Trust.'

B. This Amendment is issued pursuant to paragraph **5** of the Original Task Order Contract identified by contract routing number **15 FLA 66972**. This Amendment is for the **current term** of **July 1, 2014**, through and including **June 30, 2016**. The maximum amount payable by the State for the work to be performed by the Contractor during this **current term** is **increased** by **Forty Six Thousand Seven Hundred Seventy Dollars and Fifty Cents ($46,770.50)** for an amended financial obligation of the State for the **current term** of **Two Hundred Five Thousand Nine Hounded Forty Seven Dollars ($205,947.00)** and an amended **total** financial obligation of the State of **Ten Thousand Four Hundred Six Dollars ($10,406.00).** Of the amended financial obligation for the **current term Twenty Three Thousand Five Hundred Forty Three Dollars ($23,543.00)** are attributable to a funding source of the State of Colorado, **Fifty Three Thousand Five Hundred Ninety Seven Dollars ($53,597.00)** are attributable to a funding source of the United States Government (see Catalog of Federal Domestic Assistance (CFDA) number **93.217**), and **Sixty Nine Thousand One Hundred Ninety Three Dollars ($69,193.00)** are attributable to a private funding source. Of the amended **total** financial obligation of the State referenced

above **Twenty Three Thousand Five Hundred Forty Three Dollars ($23,543.00)** are attributable to a funding source of the State of Colorado, **Fifty Three Thousand Five Hundred Ninety Seven Dollars ($53,597.00)** are attributable to a funding source of the United States Government, and **Sixty Nine Thousand One Hundred Ninety Three Dollars ($69,193.00)** are attributable to a private funding source. The revised **specifications** to the original **Contract, Additional Provisions,** and the **Budget,** if any, are incorporated herein by this reference.

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 **January 1, 2016**, 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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