AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Contract; Healthy Communities; Public Health

Action Requested:

Parties to the Agreement: Gunnison County and Colorado Department of Public Health and Env

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Healthy Communities Grant for Regional Coverage

Fiscal Impact:

Submitted by: Randy Morgan **Submitter's Email Address:** rmorgan@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
Increased amount to support regional coverage, will monitor to request adjustment to 2020 adopted budget as necessary. No concerns. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 12/26/2019

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

Comments:
ok db 12/31/19

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 12/31/2019 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 1/3/2020

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 1/7/2020

Revised April 2015

CONTRACT AMENDMENT NO. 4

Original Contract Number 17-91687

1. PARTIES

This Amendment to the above-referenced Original Contract (hereinafter called the "Contract") is entered into by and between Gunnison County Public Health, (hereinafter called "Contractor"), and the STATE OF COLORADO, acting by and through the Department of Health Care Policy and Financing, 1570 Grant Street, Denver, Colorado 80203 (hereinafter called "Department" or "State.")

2. EFFECTIVE DATE AND ENFORCEABILITY

This Amendment shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the "Effective Date.") The Department shall not be liable to pay or reimburse Contractor for any performance hereunder, including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3. FACTUAL RECITALS

The Parties entered into the Contract to provide Early and Periodic Screening, Diagnosis and Treatment (EPSDT) services for Gunnison and Hinsdale counties.

The purpose of this Amendment is to add counties for which the Contractor will serve as the Healthy Communities Contractor and add funding by increasing the maximum amount payable table for State Fiscal Year 2020.

4. CONSIDERATION

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Amendment.

5. LIMITS OF EFFECT

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments thereto, if any, remain in full force and effect except as specifically modified herein.

6. MODIFICATIONS

The Contract and all prior amendments thereto, if any, are modified as follows:

A. Section 5, Term, Subsection A, Initial Term, is hereby deleted in its entirety and replaced as follows:

Initial Term

The parties' respective performances under this Contract shall commence on the later of July 1, 2019 or the effective date. This Contract shall expire June 30, 2020, unless sooner terminated or further extended as specified elsewhere herein.

B. Section 7, Payments to Contractors, Subsection G, Maximum Amount, is hereby deleted in its entirety and replaced as follows:

G. Maximum Amount

The maximum amount payable under this Contract to Contractor by the Department is shown in the following table, as determined by the Department from available funds. Payments to Contractor are limited to the unpaid obligated balance of the Contract. The maximum amount payable by the Department to Contractor is:

State Fiscal Year 2016-2017	$20,000.00
State Fiscal Year 2017-2018	$20,000.00
State Fiscal Year 2018-2019	$20,000.00
State Fiscal Year 2019-2020	$54,884.15
Total for All State Fiscal Years	**$114,884.15**

C. Exhibit A3, Statement of Work, SECTION 5. PROJECT REQUIREMENTS, subsection 5.1., is hereby deleted and replaced with the following:

5.1. The Contractor shall serve as the Healthy Communities Contractor for the following counties: Gunnison County, Hinsdale County, Montrose County, Ouray County and San Miguel County.

7. START DATE

This Amendment shall take effect on its Effective Date.

8. ORDER OF PRECEDENCE

Except for the Special Provisions and the HIPAA Business Associates Addendum, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The most recent version of the Special Provisions incorporated into the Contract or any amendment shall always control other provisions in the Contract or any amendments.

9. AVAILABLE FUNDS

Financial obligations of the state payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, or otherwise made available to the Department by the federal government, state government and/or grantor.

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THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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:
Gunnison County Public Health

By: _____
Signature of Authorized Officer

Date: _____

_____
Printed Name of Authorized Officer

_____
Printed Title of Authorized Officer

STATE OF COLORADO:
Jared Polis, Governor

By: _____
Kim Bimestefer
Executive Director
Department of Health Care Policy and Financing

Date: _____

LEGAL REVIEW:
Phil Weiser, Attorney General

By: _____

Date: _____

ALL CONTRACTS REQUIRE APPROVAL 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: _____
Department of Health Care Policy and Financing

Date: _____