AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Contract; Family Planning Title X

Action Requested: Board of County Commissioners' Signature

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

Term Begins: 11/01/2018 **Term Ends:** 6/30/2019 **Grant Contract #:**

Summary:

Renewal contract for Family Planning services ($32,884) including add'l funds for STD testing ($15,212).

Fiscal Impact: Total award $48,096

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

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns, included in budget. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 10/8/2018

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

Comments:
ok db 10/10/18

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 10/10/2018 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 10/10/2018

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

Agenda Date: 10/16/2018

Revised April 2015

CONTRACT AMENDMENT #2

SIGNATURE AND COVER PAGES

State Agency: **Colorado Department Of Public Health and Environment** **4300 Cherry Creek Dr S** **Denver, CO 80246**	Original Contract # **15 FLA 66972** Amendment Contract # **19 FHLA 113532**
Contractor: **Board of County Commissioners of Gunnison County** **200 East Virginia Avenue** **Gunnison, Colorado 81230-2297** **for the use and benefit of the Gunnison County Department of Health and Human Services** **225 North Pine Street, Suite E** **Gunnison, Colorado 81230-2333**	CORE Encumbrance # **CT FAAA FHLA 201700000042**
Contract Performance Beginning Date: **July 1, 2014**	Current Contract Expiration Date: **June 30, 2019**

CONTRACT MAXIMUM AMOUNT TABLE

Document Type	CMS Routing #	Federal Funding Amount	State Funding Amount	Other Funding Amount	Term (dates)	Dollar Amount
Original Contract	15 FLA 66972	$50,741.00	$21,732.00	$28,197.00	7/1/14-6/30/15	$100,670.00
GFCL #1	15 FHLA 77314	$0.00	$0.00	$8,565.00	3/2/15-6/30/15	$8,565.00
GFCL #2	16 FHLA 79230	$23,154.50	$10,407.00	$0.00	7/1/15-12/31/15	$33,561.50
GFCL #3	16 FHLA 84201	$0.00	$0.00	$16,380.00	11/1/15-06/30/16	$16,380.00
Amendment # 1	16 FHLA 84913	$23,154.50	$10,406.00	$13,210.00	1/1/16-06/30/16	$46,770.50
GFCL #4	16 FHLA 85931	$0.00	$0.00	$15,852.00	4/1/16-06/30/16	$15,852.00
Option Letter # 1	17 FHLA 86945	$54,451.00	$22,827.00	$0.00	7/1/16-6/30/17	$77,278.00
GFCL #5	17 FHLA 94803	$0.00	$38,639.00	$0.00	10/20/16-6/30/17	$38,639.00
Option Letter #2	18 FHLA99177	$51,598.00	$71,975.00	$0.00	7/1/17-6/30/18	$123,573.00
Option Letter #3	19 FHLA 110391	$0.00	$63,816.00	$0.00	7/1/18-6/30/19	$63,816.00
GFCL #6	19 FHLA 110855	$8,600.00	$0.00	$0.00	7/1/18-8/31/18	$8,600.00
Amendment #2 (CFFP)	19 FHLA 113532	$32,884.00	$0.00	$0.00	11/1/18-3/31/19	$32,884.00
Amendment #2 (STD)	19 FHLA 113532	$0.00	$0.00	$15,212.00	11/1/18-6/30/19	$15,212.00
* Federal Funds attributed to United States Government funding source Catalog of Federal Domestic Assistance (CFDA) Number) 93.217.				**Current Contract Maximum Amount (Year To Date)**		$581,801.00

SIGNATURE AND COVER PAGES

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

CONTRACTOR **Board of County Commissioners of Gunnison County** _____ By: Print Name & Title Date: _____	**STATE OF COLORADO** John W. Hickenlooper, Governor **Colorado Department Of Public Health and Environment** Executive Director _____ By: Lisa McGovern Director, Procurement and Contracting Section Date: _____
PROGRAM APPROVAL By:_____ Jody Camp, Family Planning Program Unit Manager Date:_____	In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate. **STATE CONTROLLER** **Robert Jaros, CPA, MBA, JD** By:_____ David Norris, Controller Amendment Effective Date:_____

1. PARTIES

This Amendment (the "Amendment") to the Original Contract shown on the Signature and Cover Pages for this Amendment (the "Contract") is entered into by and between the Contractor, and the State.

2. TERMINOLOGY

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Contract shall be construed and interpreted in accordance with the Contract.

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown under the State Controller Signature. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred under this Amendment either before or after of the Amendment term shown in **§3.B** of this Amendment.

B. Amendment Term

The Parties' respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown under the State Controller Signature and shall terminate on the termination of the Contract.

4. PURPOSE

The Parties entered into the agreement to reduce unintended pregnancy by insuring access to quality reproductive health services to all Coloradans.

The Parties now desire to change Exhibit A, Additional Provisions, to change Exhibit B, Statement of Work, and to increase funding for the following reason: To align the Contract with current federal and state requirements.

5. MODIFICATIONS

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

A. The Contract Maximum Amount listed on the Contract's Signature and Cover Pages is hereby deleted and replaced with the Current Contract Maximum Amount shown on the Signature and Cover Pages for this Amendment.

B. Paragraph 1, Section 2, Exhibit A, Additional Provisions, is amended by replacing 6 FPHPA080079-43 with 1 FPHPA006323-01-00 (Colorado Family Planning Program).

C. Section 11, Exhibit A, Additional Provisions, is deleted and replaced in its entirety with:

a. All money received by the Contractor from the State under this Task Order Contract shall be used by the Contractor to provide contraceptive services to qualified family planning clients. The Contractor shall use the amount for Amendment #2 (STD) shown on the Signature and Cover Pages for this Amendment to provide services related to sexually transmitted diseases as specified in Exhibit B, Statement of Work.

D. Section 13, Exhibit A, Additional Provisions, is deleted and replaced in its entirety with:

The Contractor agrees to follow the Colorado Constitution and the Title X rules and regulations incorporated and made part of this Contract by reference and available on the following websites:

a. Title X Legislative Mandates: https://www.hhs.gov/opa/title-x-family/planning/about-title-x-grants/legislative-mandates/index.html

b. Title X Statutes and Regulations: https://www.hhs.gov/opa/title-x-family-planning/about-title-x-grants/statutes-and-regulations/index.html

c. Title X Program Guidelines: https://www.hhs.gov/opa/guidelines/program-guidelines/index.html

d. In accordance with the Colorado Constitution, Article V, Section 50, Contractor agrees that no requests for direct or indirect reimbursement or payment will be submitted for the performance of any induced abortions.

E. Section II.10.a., Exhibit B, Statement of Work is deleted and replaced in its entirety with:

Expenditure Revenue Reports: The Contractor shall provide CDPHE with a Monthly Family Planning Expenditure/Revenue Report. The Monthly Family Planning Expenditure/Revenue Report must be submitted no later than forty-five (45) calendar days after the end of each monthly billing period for which services were rendered in conjunction with the CDPHE Monthly Fee for Service Reimbursement Invoice identified in Section 4, Exhibit A, Additional Provisions. The Monthly Family Planning Expenditure/Revenue Report form is incorporated and made part of this Contract by reference and available on the following website: https://www.colorado.gov/pacific/cdphe/title-x-fiscal-forms

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments or other modifications to the Contract, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Contract, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract or any prior modification to the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Contract to the extent that this Amendment specifically modifies those Special Provisions.