#  State of Colorado Grant Agreement Modification

## Grant Agreement Amendment [Insert Amendment Number]

### **State Agency**

#### [Insert Department’s or IHE’s Full Legal Name]

### **Grantee**

#### [Insert Grantee’s Full Legal Name]

### **Grantee** **UEI**

#### [Insert Grantee’s Unique Entity Identifier]

### **Original Agreement Number**

#### [Insert CMS or Other Agreement Number]

### **Amendment Agreement Number**

[Insert CMS or Other Agreement Number of this Amendment]

**Agreement Performance Beginning Date**

#### [The later of the Effective Date or Month Day, Year] **Current Agreement Expiration Date**

#### [Month Day, Year]

#### **Fund Expenditure End Date**

#### [Month Day, Year]

#### **Current Agreement** **Maximum Amount**

#### [Maximum Amount of Agreement]

### **Initial Term**

#### State Fiscal Year [20XX] [$0.00]

### **Extension Terms**

#### State Fiscal Year [20XX] [$0.00]

#### State Fiscal Year [20XX] [$0.00]

#### State Fiscal Year [20XX] [$0.00]

#### State Fiscal Year [20XX] [$0.00]

##### Total for all State Fiscal Years [$0.00]

### **Exhibits and Order of Precedence**

The following Exhibits and attachments are included with this Agreement:

1. Exhibit A, Statement of Work.
2. Exhibit B, Sample Option Letter.
3. Exhibit C, Budget.
4. Exhibit D, Federal Provisions.
5. Exhibit E, PII Certification
6. Exhibit F, HIPAA BAA

In the event of a conflict of inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. Exhibit F, HIPAA BAA
2. Exhibit D, Federal Provisions
3. Colorado Special Provisions in §18 of the main body of this Agreement.
4. The provisions of the other sections of the main body of this Agreement.
5. Exhibit A, Statement of Work.
6. Exhibit E, PII Certification
7. Exhibit B, Sample Option Letter.
8. Exhibit C, Budget.

##### **The Parties hereto have executed this agreement**

### **Each person signing this Amendment represents and warrants that the signer is duly authorized to execute this Amendment and to bind the Party authorizing such signature.**

### Grantee

#### [Insert Legal Name of Grantee]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

#### By: [Name & Title of Person Signing for Grantee]

#### Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_STATE OF COLORADO

### Jared S. Polis, Governor

#### [Insert Name of Agency or IHE]

#### [Insert Name & Title of Head of Agency or IHE]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

#### By: [Name & Title of Person Signing for Agency or IHE]

#### Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

#### STATE CONTROLLER

#### Robert Jaros, CPA, MBA, JD

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

#### By: [Name of Agency or IHE Delegate. Please delete if agreement will be routed to OSC for approval

#### Amendment Effective Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.

## Parties

This Amendment (the “Amendment”) to the Original Agreement shown on the Signature and Cover Page for this Amendment (The “Agreement”) is entered into by and between the Grantee, and the State.

## Terminology

Except as specifically modified by the Amendment, all terms used in this Amendment shown on the Signature and Cover Page for this Amendment (the “Agreement”) is entered into by and between the Grantee, and the State

## Amendment Effective Date and Term

### Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Grantee 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.

### Amendment Term

The Parties’ respective performances under this Amendment and the changes to the Agreement contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment or Month Day, Year, whichever is later and shall terminate on the termination of the Agreement or Month Day, Year, whichever is earlier.

## Purpose

Briefly describe the Amendment’s purpose.

## Modification

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

### The Agreement Initial Agreement Expiration Date on the Agreement’s Signature and Cover Page is hereby deleted and replaced with the Current Agreement Expiration Date shown on the Signature and Cover Page for this Amendment.

### The Agreement Maximum Amount field on the Agreement’s Signature and Cover Page is hereby deleted and replaced with the Current Agreement Maximum Amount field shown on the Signature and Cover Page for this Amendment.

### Include any Other Changes Here

## Limits of Effect and Order of Precedence

This Amendment is incorporated by reference into the Agreement, and the Agreement and all prior amendments or other modifications to the Agreement, if any, remain in full force and effect except as specifically modified in this Amendment Except for the Special Provisions contained in the Agreement, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Agreement or any prior modification to the Agreement, 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 Agreement to the extend that this Amendment specifically modifies those Special Provisions.