# State of Colorado Grant Agreement Assignment # [Insert Number]

## Cover Page

### **State Agency**

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

### **Original Grantee - Assignor**

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

### **Option Agreement Number**

#### [Insert CMS number or Other Agreement Number of this Option]

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

### **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]

### **Assignee**

#### [Insert Assignee’s Full Legal Name (including Inc., LLC.)

### **Assignee’s** **UEI**

### [Insert Assignee’s Unique Entity Identifier

### **Original Assignment Agreement Number**

[Insert CMS Number or Other Agreement Number for this Assignment]

**Agreement Performance Beginning Date**

#### [Month Day, Year]

### **Current Agreement Expiration Date**

#### [Month Day, Year]

## Signature Page

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

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

### 

### Original Grantee - Assignor

#### [Insert Legal Name of Original Grantee]

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

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

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

### Assignee

[Insert Legal Name of Assignee]

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

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

#### 2nd State Signature, if needed

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

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

#### 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.

#### 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]

#### Assignment Effective Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## PARTIES

This Assignment (the “Assignment”) of the Original Agreement shown on the Signature and Cover Page for this Assignment (the “Agreement”) is entered into by and between the Grantee, as defined in the Original Agreement (in this document called the “Assignor”), the Assignee shown on the Signature and Cover Page for this Assignment, and the State.

## TERMINOLOGY

Except as specifically modified by this Assignment, all terms used in this Assignment that are defined in the Agreement shall be construed and interpreted in accordance with the Agreement. Upon the date performance under this Assignment commences, as described in §3.B of this Assignment, the term “Grantee” in the Agreement and all modifications to the Agreement shall refer to Assignee.

## ASSIGNMENT EFFECTIVE DATE AND TERM

### Assignment Effective Date

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

### Assignment Term

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

## PURPOSE

The purpose of this Assignment is to replace Assignor under the Agreement and substitute Assignee to the extent provided for in this Assignment. Briefly describe any other changes included in this Assignment, if any

## EFFECT OF ASSIGNMENT

Upon the date performance under this Assignment commences, as described in §3.B of this Assignment, Assignee shall perform all duties and fulfill all obligations of Assignor under the Agreement as if it were the original Grantee, subject to the following provisions:

### Limitations to Assignment

Assignee shall perform all duties and fulfill all obligations of Assignor except to the extent limited by the agreement between Assignee and Assignor, which is attached hereto and incorporated herein as Attachment A.

### Assignor Obligations

Assignor shall not be liable for any further performance of any duties or fulfillment of any obligations under the Agreement except to the extent Assignee fails to properly perform, in which event, Assignor, if Assignor still exists as an entity following this Assignment, shall correct such performance if requested to do so by the State.

## MODIFICATIONS

In addition to the assignment of duties and obligations, 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 Assignment.

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

## LIMITS OF EFFECT AND ORDER OF PRECEDENCE

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

## WAIVER

Assignor hereby waives any and all rights and claims, known or unknown, it may have against the State, effective as of the Effective Date of this Assignment. All payments and reimbursements previously made by the State to Assignor, and all other previous actions taken by the State under the Agreement, shall be considered to have discharged any State obligations to Assignor thereunder. All payments made by the State after the Effective date of this Assignment in the name of or to Assignor shall have the same force and effect as if made to Assignee, and shall constitute a complete discharge of the State’s obligations under the Agreement to the extent of the amount paid.

## CONSENT TO ASSIGNMENT

The State hereby consents to the assignment of this Agreement between Assignor and Assignee subject to the provisions of this Assignment.