STATE OF COLORADO CONTRACT MODIFICATION CONTRACT AMENDMENT #4

State Agency

Department of Health Care Policy and Financing Contractor «County» Original Contract Number «Original_Contract» Amendment Contract Number

«Current_Amendment»

Contract Performance Beginning Date July 1, 2020 **Current Contract Expiration Date** June 30, 2025 **Current Contract Maximum Amount** Initial Term State Fiscal Year 2021 \$«FY21» Extension Terms State Fiscal Year 2022 \$«FY22» State Fiscal Year 2023 \$«FY23» State Fiscal Year 2024 \$«FY24» State Fiscal Year 2025 \$«FY25» **Total** for all State Fiscal Years **\$«TOTAL»**

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

«County»

STATE OF COLORADO

Jared S. Polis, Governor Department of Health Care Policy and Financing Kim Bimestefer, Executive Director

Date:

Date:

STATE CONTROLLER Robert Jaros, CPA, MBA, JD Department of Health Care Policy and Financing Jerrod Cotosman, Controller

Amendment Effective Date:_____

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

1. PARTIES

This Amendment (the "Amendment") to the Original Contract shown on the Signature and Cover Page 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 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 Contractor for any Work performed or expense incurred under this Amendment either before or after of the Amendment term shown in <u>§3.B</u> 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 on the Signature and Cover Page for this Amendment.

4. PURPOSE

To modify the Contract Maximum Amount for State Fiscal Year 2025.

5. MODIFICATIONS

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

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

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.