AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment of County Manager Signature; Statem

Action Requested:

Parties to the Agreement:

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

Summary:

To reduce breast & cervical cancer morbidity & mortality rates in Colorado, by providing care coordination (patient navigation & case management) for breast & cervical cancer screening services to eligible clients.

Fiscal Impact: $1,584

Submitted by: Kathy Ashwood **Submitter's Email Address:** kashwood@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
Start-up costs, no concerns.

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 6/9/2016

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

Comments:
ok - gs

Reveiwed by: GUNCOUNTY1\gstuhr Discharge Date: 6/8/2016 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/9/2016

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

Agenda Date: 6/21/2016

Revised April 2015

Gunnison County
COLORADO

Gunnison County Board of County Commissioners
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STATEMENT OF WORK

I. Entity Name: Gunnison County Department of Health and Human Services

II. Project Description:
This project serves to increase care coordination services to ensure access to breast and cervical cancer screening among women who have or are eligible for health insurance, including Medicaid, and who meet Women's Wellness Connection's (WWC) age, income and legal presence criteria.

III. Definitions:

1. Care Coordination: For the purposes of this funding program, Care Coordination includes two (2) services, patient navigation and case management.
2. Case Management: Individualized assistance offered to clients to help overcome healthcare system barriers and facilitate timely access to quality diagnostics as well as initiation of treatment services for persons diagnosed with cancer. Case management of clinical services is based on WWC's clinical guidelines as outlined in the *WWC Toolkit*. This information is available online at www.colorado.gov/cdphe/wwc-toolkit.
3. CCGP: Care Coordination Grant Program
4. eCaST: Colorado Department of Public Health and Environment's (CDPHE) Electronic Cancer Surveillance Tracking data system
5. Patient Navigation: Individualized assistance offered to clients to help overcome healthcare system barriers and facilitate timely access to quality screening.
6. WWC: Women's Wellness Connection

IV. Work Plan:

Goal #1: To reduce breast and cervical cancer morbidity and mortality rates in Colorado.	
Objective #1: No later than the expiration date of the Contract, provide patient navigation services for initial breast and/or cervical cancer screenings to eligible clients.	
Primary Activity #1	1. The Contractor shall enroll eligible clients into the Care Coordination Grant Program.
Primary Activity #2	1. The Contractor shall provide patient navigation services to eligible clients for breast and/or cervical cancer screenings.
Objective #2: No later than the expiration date of the Contract, provide case management services to eligible clients who have an abnormal breast and/or cervical screening.	
Primary Activity #1	1. The Contractor shall provide case management services to Care Coordination Grant Program-eligible clients who have an abnormal breast and/or cervical screening up to the point of a final cancer diagnosis.
Primary Activity #2	1. The Contractor shall refer clients with breast and/or cervical cancers or pre-cancers to treatment.
Standards and Requirements	1. The Contractor shall use required forms and comply with the requirements in the WWC Provider Resources section of the website, incorporated and made part of this contract by reference and made available on the following website www.colorado.gov/cdphe/wwc-provider-resources. 2. The Contractor shall enter client demographics, information to determine program eligibility (including income, insurance status and lawful presence status), breast and cervical cancer screening services, follow up, diagnostic services, and referral data into the eCaST data system. 3. The Contractor shall comply with the requirements stated in the Care Coordination

	Grant Program section of the *WWC Provider Toolkit*. This document is incorporated and made part of this contract by reference and is available at the following website www.colorado.gov/cdphe/wwc-toolkit. 4. The Contractor shall have at least one representative attend required meetings or conference calls hosted by WWC staff. Contractors can make up attendance by reviewing meeting minutes or a recorded version at a later time. 5. The Contractor shall not subcontract for patient navigation or case management services. 6. The Contractor shall report all changes to the staffing in the Contractor's Care Coordination Grant Program contacts during the Contract term to WWC no later than fifteen (15) calendar days of the staff change, via email to WWC Program Coordinator or in another format specified by WWC. 7. The Contractor shall enter all Women's Wellness Connection Care Coordination Grant Program services into eCaST within thirty (30) days of the service being performed, and ongoing throughout the term of the Contract. 8. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The Contractor shall monitor documents and website content for updates and comply with all updates. 9. The Contractor shall complete the *WWC Contacts Update Survey*. This form is incorporated and made part of this Contract by reference and is available on the following WWC website www.colorado.gov/cdphe/wwc-training-and-technical-assistance.	
Expected Results of Activity(s)	Clients complete breast and cervical cancer screenings, diagnostic services and treatment for identified breast or cervical cancer or pre-cancers.	
Measurement of Expected Results	Data from eCaST that demonstrates the number of women receiving patient navigation and case management services and the number of women referred to treatment.	
		Completion Date
Deliverables	1. The Contractor shall submit via mechanism provided by CDPHE the *WWC Contacts Update Survey*, or another form provided by WWC.	No later than ten (10) business days after effective date of contract and July 1, annually.

V. Budget

$1,584.00 for Fiscal Year 2017

VI. Additional Provisions:

1. To receive compensation under this Purchase Order, the Contractor shall provide **care coordination (patient navigation and case management) for breast and cervical cancer** screening services to eligible clients during the term of this Contract. The Contractor shall be paid in accordance with rates as outlined in the WWC Care Coordination Grant Program Bundled Payment System.

   Data entered into eCaST are the basis for calculating reimbursement for care coordination services for each client screened. To be considered for payment, all WWC Care Coordination services, including clinical breast and cervical cancer screening and diagnostic services, must be entered into eCaST within thirty (30) days of service being performed. Breast and cervical cancer screening cases that exceed sixty (60) calendar days in screening length and negatively affect the program's Core Performance Indicators may or may not be reimbursed at the discretion of the State. Contractors shall only be paid for cases that meet eligibility, performance and data requirements. Reimbursement is determined by the clinical outcome of the case; therefore, services become eligible for reimbursement when the service is clinically complete and data has been entered accurately into eCaST. The WWC program will only pay one Contractor for care coordination services provided to one woman. CDPHE will not be responsible for covering any costs associated with breast and/or cervical cancer screening or diagnostic procedures or treatment. The Contractor shall be paid

in accordance with rates as outlined in the WWC Care Coordination Grant Program Bundled Payment System. This document is incorporated and made part of this Contract by reference and is available on the following WWC website under "Care Coordination Grant Program forms and information" at https://www.colorado.gov/cdphe/wwc-provider-resources. Rates may be revised or updated during the period this statement of work is in effect. The Contractor shall be paid for services entered into eCaST via a grant activity statement that is generated by CDPHE staff directly from eCaST. Detailed reimbursement policies can be found in the WWC Toolkit in the "Care Coordination Grant Program" section on the following WWC website: https://www.colorado.gov/cdphe/wwc-toolkit, incorporated and made part of the Contract by reference.

ADDITIONAL PROVISIONS – FEDERAL FUNDS

This award does not include funds for Research and Development.

Procurement Method:	Request for Application
Contractor DUNS:	133115220
Contractor Entity Type:	Political Subdivision
Classification:	Subrecipient

The United States Department of Health and Human Services ("USDHHS"), through the Centers for Disease Control and Prevention ("CDC") has awarded as of 06/29/2017 $2,729,974.00 federal funds under Notice of Cooperative Agreement Award, hereinafter "NCAA", number **6 NU58DP003868-04-01.** The Purchase Order contains federal funds under CFDA number 93.752 and incorporates the following additional provisions for federal awards

The following terms and conditions are in addition to the standard purchase order terms and conditions and are to be read and interpreted in conjunction with the provisions of the purchase order. Wherever used in the following federal provisions, "Contractor" and "Vendor" shall have the same meaning. Contractor and/or Vendor – any party to which a Purchase Order is issued.

1. Conformance with Law. If this Contract involves federal funds or compliance is otherwise federally mandated, the Contractor and its agent(s) shall at all times during the term of this contract strictly adhere to all applicable federal laws, state laws, Executive Orders and implementing regulations as they currently exist and may hereafter be amended. Without limitation, these federal laws and regulations include:

    a. Office of Management and Budget Circulars and The Common Rule for Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, as applicable;
    b. the "Hatch Act" (5 U.S.C. 1501-1508) and Public Law 95-454, Section 4728
    c. when required by Federal program legislation, the "Davis-Bacon Act", as amended (40 U.S.C. 3141-3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction");
    d. when required by Federal program legislation, the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building of Public Work Financed in Whole or in Part by Loans or Grants from the United States").
    e. 42 U.S.C. 6101 *et seq.*, 42 U.S.C. 2000d, 29 U.S.C. 794 (regarding discrimination);
    f. the "Americans with Disabilities Act" (Public Law 101-336; 42 U.S.C. 12101, 12102, 12111 - 12117, 12131 - 12134, 12141 - 12150, 12161 - 12165, 12181 - 12189, 12201 - 12213 and 47 U.S.C. 225 and 47 U.S.C. 611);
    g. if the Contractor is acquiring an interest in real property and displacing households or businesses in the performance of this Contract, then the Contractor is in compliance with the "Uniform Relocation Assistance and Real Property Acquisition Policies Act", as amended, (Public Law 91-646, as amended, and Public Law 100-17, 101 Stat. 246 - 256);
    h. when applicable, the Contractor shall comply with the provisions of the "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (Common Rule);
    i. Section 2101 of the Federal Acquisition Streamlining Act of 1994, Public Law 103-355; and

j. If the Contractor is a covered entity under the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. 1320d – 1320d-8, the Contractor shall comply with applicable HIPAA requirements. **If Contractor is a business associate under HIPAA, Contractor hereby agrees to, and has an affirmative duty to, execute the State's current HIPAA Business Associate Agreement. In this case, Contractor must contact the State's representative and request a copy of the Business Associate Agreement, complete the agreement, have it signed by an authorized representative of the Contractor, and deliver it to the State.**

k. The Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6062 of Public Law 110-252, including without limitation all data reporting requirements required there under. This Act is also referred to as FFATA.

l. Contractor shall comply with the provisions of Section 601 of Title VI of the Civil Rights Act of 1964, as amended.

m. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 comply with the equal opportunity clause provided under 41 CFR 60-1.3(b), in accordance with Executive Order 11246, "Equal Employment Opportunity: (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

n. where applicable, Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

o. if the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into an agreement with a small business firm or nonprofit organization, comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

p. the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.

q. if applicable, comply with the mandatory standards and policies on energy efficiency contained within the State of Colorado's energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. 6201.

2. Contractor Affirmation. If the Purchase Order involves federal funds or compliance is otherwise federally mandated, then by accepting the Purchase Order the Contractor affirmatively avers that:

a. the Contractor is in compliance with the requirements of the "Drug-Free Workplace Act" (Public Law 100-690 Title V, Subtitle D, 41 U.S.C. 701 et seq.);

b. the Contractor and all principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; the Contractor and all principals shall comply with all applicable regulations pursuant to Executive Order 12549 (3 CFR Part 1986 Comp., p. 189) and Executive Order 12689 (3 CFR Part 1989 Comp., p. 235), Debarment and Suspension; and,

c. the Contractor shall comply with all applicable regulations pursuant to Section 319 of Public Law 101-121, Guidance for New Restrictions on Lobbying, including, Certification and Disclosure, 29 C.F.R. 93.110(1990) and where applicable, the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

3. Annual Audits. If the Contractor expends federal funds from all sources (direct or from pass-through entities) in an amount of $750,000 or more during its fiscal year, then the Contractor shall have an audit of that fiscal year in accordance with Office of Management and Budget (OMB) Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations). If the Contractor expends federal funds received from the State in an amount of $750,000 or more during its fiscal year, then the Contractor shall furnish one (1) copy of the audit report(s) to the State's Internal Audit Office within thirty (30) calendar days after the Contractor's receipt of its auditor's report or nine (9) months after the end of the Contractor's audit period, whichever is earlier. If (an) instance(s) of noncompliance with federal laws and regulations occurs, then the Contractor shall take all appropriate corrective action(s) within six (6) months of the issuance of (a) report(s).

1. **BENEFITS DISCLOSURE**

Vendor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Vendor or

any of its agents or employees. Unemployment insurance benefits shall be available to Vendor and its employees and agents only if such coverage is made available by Vendor or a third party. Vendor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Vendor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

2. **ENTIRE AGREEMENT**
These Provisions together with the Purchase Order constitute the entire agreement between the parties, and supersedes all prior proposals, agreements or other communications between the parties.

VII. Monitoring:

CDPHE's monitoring of the purchase order for compliance with performance requirements will be conducted throughout the purchase order period by the WWC Section Manager. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports and fiscal and programmatic documentation as applicable. The Contractor's performance will be evaluated at set intervals and communicated to the contractor.

VIII. Resolution of Non-Compliance:

The Contractor will be notified in writing within **thirty (30)** calendar days of discovery of a compliance issue. Within **forty-five (45)** calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and time line for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the time line, the Contractor must email a request to the WWC Section Manager and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure time lines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the Terms and Conditions of this Purchase Order.

IX. Attestation:

The Vendor agrees to perform services in accordance with the terms and conditions of the Purchase Order to include Statement of Work and Budget.

Matthew Birnie, County Manager
Contractor Name (Print) and Title

Contractor Signature

6/13/2016
Date