AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Task Order Amendment #1; Colorado Department of Pu

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: BOCC & CO Dept. Public Health & Environ.

Term Begins: Feb 19, 2017 **Term Ends:** 2/28/2018 **Grant Contract #:**

Summary:

This is add'l funding to 5 yr. contract that will add $5,000 and extend contract by 6 mos. This is for Women's Wellness Connection (WWC) for cancer screening.

Fiscal Impact: $5,000

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

Finance Review: (●) Required ( ) Not Required

Comments:
If approved, will complete a budget amendment request to add revenue and expense to 2017 budget. No concerns. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 2/9/2017

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

Comments:
ok - gs

Reveiwed by: GUNCOUNTY1\gstuhr Discharge Date: 2/13/2017 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/16/2017

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

Agenda Date: 2/21/2017

Revised April 2015

DEPARTMENT OR AGENCY NAME
COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT
FHLA - HSCB

DEPARTMENT OR AGENCY NUMBER
FAAA

TASK ORDER AMENDMENT ROUTING NUMBER
17-96074
To Original Task Order Routing Number
13-54767

TASK ORDER AMENDMENT #1

This Task Order Amendment is made this **29th** day of **January**, **2017**, by and between the State of Colorado, acting by and through the **DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT**, whose address or principal place of business is **4300 Cherry Creek Drive South, Denver, Colorado 80246**, hereinafter referred to as the "State"; and, **BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY (a political subdivision of the state of Colorado), 200 East Virginia Avenue, Gunnison, Colorado 81230-2297, for the use and benefit of the Gunnison County Department of Health and Human Services,** whose address or principal place of business is **225 North Pine Street, Suite E, Gunnison, Colorado 81230-2333**, hereinafter referred to as the "Contractor".

FACTUAL RECITALS

The parties entered into a Master Contract dated **January 17, 2012**, with contract routing number **13 FAA 00023.**

Pursuant to the terms and conditions of the Master Contract the parties entered into a Task Order Contract dated **March 29, 2013**, with encumbrance number **CT FHLA2015000000000538**, and task order contract routing number **13 FLA 54767**, hereafter referred to as the **"Original Task Order Contract"**, whereby the Contractor was to provide to the State the following:

> Perform work for the Women's Wellness Connection (WWC) Program Service Delivery Initiative to conduct breast and cervical cancer screenings for eligible women.

The State promises to **increase** the amount of funds to be paid to the Contractor by **Five Thousand Dollars ($5,000.00)** during the current term of the Original Task Order Contract in exchange for the promise of the Contractor to perform the **increased** work under the Original Task Order Contract.

NOW THEREFORE, in consideration of their mutual promises to each other, stated below, the parties hereto agree as follows:

1. Consideration for this Task Order Amendment to the Original Task Order Contract consists of the payments and services that shall be made pursuant to this Task Order Amendment, and promises and agreements herein set forth.

2. It is expressly agreed to by the parties that this Task Order Amendment is supplemental to the Original Task Order Contract, contract routing number **13 FLA 54767**, **as amended by** Grant Funding Change Letter 1 routing number 14 FLA 66069, Grant Funding Change Letter 2 routing number 15 FHLA 72386, Grant Funding Change Letter 3 routing number 15 FHLA 75566, Grant Funding Change Letter 4 routing number 15 FHLA 79573, Grant Funding Change Letter 5 routing number 16 FHLA 87411, and Grant Funding Change Letter 6 routing number 16 FHLA 90264, **collectively** referred to herein as the Original Task Order Contract, which is by this reference incorporated herein. All terms, conditions, and provisions thereof, unless specifically modified herein, are to apply to this Task Order Amendment as though they

were expressly rewritten, incorporated, and included herein.

3. It is expressly agreed to by the parties that the Original Task Order Contract is and shall be modified, altered, and changed in the following respects only:

A. The Contractor Representative in the Original Contract, contract routing number **13 FLA 54767**, dated **March 29, 2013**, is hereby changed from **Randy Morgan** to **Carol Worrall, Director of Public Health.**

B. The **period of performance** of the **current** term is hereby **extended** by **six (6) months**, changing the current ending date from **August 31, 2017 to February 28, 2018**. The revised **period of performance** is **June 30, 2013** through and including **February 28, 2018**.

a. The following information shall be added as a supplement to page 1 of the Task Order Contract:
   i. Contractor DUNS: 133115220

C. This Task Order Amendment is issued pursuant to paragraph **5** of the Original Task Order Contract. This Task Order Amendment is for the **current term** of **June 30, 2013**, through and including **February 28, 2018**. This Task Order Amendment **modifies the Additional Provisions in Exhibit A, the specifications of the original Statement of Work in Exhibit B and the period of performance** on Page One of the Original Task Order Contract.

The revised Additional Provisions, and specifications to the original Statement of Work, are incorporated herein by this reference and identified as **"Revised Exhibit A"** and **"Revised Exhibit B."**

D. This Task Order Amendment is issued pursuant to paragraph **5** of the Original Task Order Contract. This Task Order Amendment is for the **current term** of **June 30, 2013**, through and including **February 28, 2018**. The maximum amount payable by the State for the work to be performed by the Contractor during this **current term is increased** by **Five Thousand Dollars ($5,000.00)** for an amended financial obligation of the State for the **current term** of **Seventeen Thousand Dollars ($17,000.00)** and for an amended **total** contract financial obligation of the State of **Sixty Eight Thousand One Hundred Forty Six Dollars ($68,146.00)**.

Of the **increased** amount for the **current term Five Thousand Dollars ($5,000.00)** are attributable to a funding source of the State of Colorado and **Zero Dollars, ($0.00)** are attributable to a funding source of the United States Government.

Of the amended **total financial obligation** of the State referenced above **Thirty One Thousand Dollars and Forty Seven Cents ($31,000.47)** are attributable to a funding source of the State of Colorado and **Thirty Seven Thousand One Hundred Forty Five Dollars and Fifty Three Cents ($37,145.53)** are attributable to a funding source of the United States Government. (see Catalog of Federal Domestic Assistance (CFDA) number **93.752**).

The revised **specifications** to the original **Budget**, if any, are incorporated herein by this reference and identified as "**Exhibit C**".

F. Changes were required to modify Exhibit A, Additional Provisions and Exhibit B, Statement of Work in the Original Task Order Contract, add Exhibit C, Budget, and to extend the period of performance within the current term of the Original Task Order Contract.

1. Due to the extent of the revisions the Additional Provisions, Exhibit A, and Statement of Work, Exhibit B, are hereby replaced in their entirety with Additional Provisions, Revised Exhibit A and Statement of Work, Revised Exhibit B.

2. The following **exhibits are hereby added:**
    a. Exhibit C, Budget.
    b. Exhibit D, Option Letter.

The Original Task Order Contract is modified accordingly. All other terms and conditions of the Original Task Order Contract are reaffirmed.

4. The Effective Date of this Task Order Amendment is **February 19, 2017**, or upon approval of the State Controller, or an authorized delegate thereof, whichever is later.

5. Except for the General Provisions and Special Provisions of the Original Task Order Contract, in the event of any conflict, inconsistency, variance, or contradiction between the terms and provisions of this Task Order Amendment and any of the terms and provisions of the Original Task Order Contract, the terms and provisions of this Task Order Amendment shall in all respects supersede, govern, and control. The Special Provisions shall always control over other provisions of the Original Task Order Contract or any subsequent Task Order Amendments thereto. The representations in the Special Provisions to the Original Task Order Contract concerning the absence of personal interest of state of Colorado employees are presently reaffirmed.

6. FINANCIAL OBLIGATIONS OF THE STATE PAYABLE AFTER THE CURRENT FISCAL YEAR ARE CONTINGENT UPON FUNDS FOR THAT PURPOSE BEING APPROPRIATED, BUDGETED, AND OTHERWISE MADE AVAILABLE.

IN WITNESS WHEREOF, the parties hereto have executed this Task Order Amendment on the day first above written.

*** Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.**

CONTRACTOR:

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY (a political subdivision of the state of Colorado) for the use and benefit of the Gunnison County Department of Health and Human Services

_____
Signature of Authorized Officer

_____
Date

_____
Print Name of Authorized Officer

_____
Print Title of Authorized Officer

STATE:

STATE OF COLORADO
John W. Hickenlooper, Governor

By: _____
For the Executive Director
DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT

PROGRAM APPROVAL:

By: _____

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____

Date: _____

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ADDITIONAL PROVISIONS
To Task Order Contract Dated 03/29/2013 CMS Task Order Routing Number 17 FHLA 96074

These provisions are to be read and interpreted in conjunction with the provisions of the Task Order Contract specified above.

1. This Task Order Contract contains state and federal funds (see Catalog of Federal Domestic Assistance (CFDA) number 93.752).

2. The United States Department of Health and Human Services ("USDHHS"), through the Centers for Disease Control and Prevention ("CDC") has awarded as of 06/06/2016 anticipated federal funds of **$3,428,415.00** under Notice of Cooperative Agreement Award, hereinafter "NCAA", number **5 NU58DP003868-05-00**, to perform the following – CANCER PREVENTION & CONTROL PROGRAM FOR THE COLORADO DEPT OF HEALTH & ENVIRONMENT

   If the underlying Award authorizes the State to pay all allowable and allocable expenses of a Contractor as of the Effective Date of that Award, then the State shall reimburse the Contractor for any allowable and allocable expenses of the Contractor that have been incurred by the Contractor since the proposed Effective Date of this Task Order Contract. If the underlying Award does not authorize the State to pay all allowable and allocable expenses of a Contractor as of the Effective Date of that Award, then the State shall only reimburse the Contractor for those allowable and allocable expenses of the Contractor that are incurred by the Contractor on or after the Effective Date of this Task Order Contract, with such effective date being the later of the date specified in this Task Order Contract or the date the Task Order Contract is signed by the State Controller or delegee.

3. To receive compensation for screening services under this Task Order Contract, the Contractor shall provide Women's Wellness Connection Clinical Services approved breast and cervical cancer screening services to eligible women during the term of this Task Order Contract. The Contractor shall also provide approved diagnostic services to women who meet the criteria in accordance with this Statement of Work. The Contractor shall be paid for approved screening and diagnostic services in accordance with rates as outlined in the WWC Clinical Services Bundled Payment System.

   Data entered into eCaST is the basis for calculating reimbursement for each client screened. To be considered for payment, all Women's Wellness Connection 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 outcome of the case; therefore, cases must be clinically complete or administratively closed before reimbursement occurs. The Contractor shall be paid in accordance with rates as outlined in the WWC Clinical Services Bundled Payment System. This document is incorporated and made part of this Task Order Contract by reference and is available on the following WWC website under "Billing and Reimbursement" 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. Detailed reimbursement policies can be found in the WWC Toolkit in the "Agency Reimbursement" section on the following WWC website: https://www.colorado.gov/cdphe/wwc-toolkit, incorporated and made part of the Task Order Contract by reference.

   The Contractor may be reimbursed for the purchase of allowable supplies/operating, and travel listed in the Women's Wellness Connection Clinical Services Allowable Purchases document. To receive

compensation for non-eCaST purchases under the Task Order Contract, the Contractor shall submit a signed Monthly CDPHE Reimbursement Invoice Form. This form is accessible from the CDPHE internet website https://www.colorado.gov/pacific/cdphe/standardized-invoice-form-and-links and is incorporated and made part of this Task Order Contract by reference. CDPHE will provide technical assistance in accessing and completing the form. The CDPHE Reimbursement Invoice Form and Expenditure Details page must be submitted no later than **forty-five (45)** calendar days after the end of the billing period for which services were rendered. Expenditures shall be in accordance with this Statement of Work and Budget.

Scan the completed and signed CDPHE Reimbursement Invoice Form into an electronic document. Email the scanned invoice with the Excel workbook containing the Expenditure Details page to the WWC Section Manager via email at cdphe_wwc@state.co.us.

Final billings under the Task Order Contract must be received by the State within a reasonable time after the expiration or termination of the Task Order Contract; but in any event no later than **forty-five (45)** calendar days from the effective expiration or termination date of the Task Order Contract.

Unless otherwise provided for in the Task Order Contract, "Local Match", if any, shall be included on all invoices as required by funding source.

The Contractor shall not use federal funds to satisfy federal cost sharing and matching requirements unless approved in writing by the appropriate federal agency.

4. Time Limit For Acceptance Of Deliverables.

   a. Evaluation Period. The State shall have **fifteen (15)** calendar days from the date a deliverable is delivered to the State by the Contractor to evaluate that deliverable, except for those deliverables that have a different time negotiated by the State and the Contractor.

   b. Notice of Defect. If the State believes in good faith that a deliverable fails to meet the design specifications for that particular deliverable, or is otherwise deficient, then the State shall notify the Contractor of the failure or deficiencies, in writing, within **fifteen (15)** calendar days of: 1) the date the deliverable is delivered to the State by the Contractor if the State is aware of the failure or deficiency at the time of delivery; or 2) the date the State becomes aware of the failure or deficiency. The above time frame shall apply to all deliverables except for those deliverables that have a different time negotiated by the State and the Contractor in writing pursuant to the State's fiscal rules.

   c. Time to Correct Defect. Upon receipt of timely written notice of an objection to a completed deliverable, the Contractor shall have a reasonable period of time, not to exceed **thirty (30)** calendar days, to correct the noted deficiencies. If the Contractor fails to correct such deficiencies within thirty (30) calendar days, the Contractor shall be in default of its obligations under this Task Order Contract and the State, at its option, may elect to terminate this Task Order Contract or the Master Contract and all Task Order Contracts entered into pursuant to the Master Contract.

5. Health Insurance Portability and Accountability Act (HIPAA) Business Associate Determination.

   The State has determined that this Contract does not constitute a Business Associate relationship under HIPAA.

6. This award does not include funds for Research and Development.

7. The Contractor shall request prior approval in writing from the Women's Wellness Connection Section Manager for any modifications to the eCaST budget line item.

9. The Contractor shall request prior approval in writing from the State for all modifications to the Statement of Work/Work Plan or for any modification to the direct costs of supplies/operating and travel in excess of twenty-five percent (25%) of the total budget for direct costs. Any request for modifications to the Budget in excess of twenty-five percent (25%) of the total budget for direct costs shall be submitted to the State at least ninety (90) days prior to the end of the contract period and may require an amendment in accordance with *General Provisions,* Section 5, *Contract Modifications,* of this Task Order Contract.

10. Contractor agrees to provide services to all Program participants and employees in a smoke-free environment in accordance with Public Law 103-227, also known as "the Pro-Children Act of 1994", (Act). Public Law 103-227 requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee.

11. Contractor affirms that it maintains no affiliations or contractual relationships, direct or indirect, with tobacco companies, owners, affiliate, subsidiaries, holding companies, or companies involved in any way in the production, processing, distribution, promotion, sales, or use of tobacco.

12. The State of Colorado, specifically the Colorado Department of Public Health and Environment, shall be the owner of all equipment as defined by Federal Accounting Standards Advisory Board (FASAB) Generally Accepted Accounting Principles (GAAP) purchased under this Contract. At the end of the term of this Contract, the State shall approve the disposition of all equipment.

13. Contractor shall not use State funds provided under this Task Order Contract for the purpose of lobbying as defined in Colorado Revised Statutes (C.R. S.) 24-6-301(3.5)(a).

14. Option to Increase or Decrease Quantities and Total Price

    The State may increase or decrease the quantity of goods/services described in **Revised Exhibit B** based upon the rates established in the Task Order Contract. If the State exercises the option, it will provide written notice to Contractor as least 1 day prior to the end of the current Task Order Contract term in a form substantially equivalent to **Exhibit D**. Delivery/performance of the goods/service shall continue at the same rates and terms. If exercised, the provisions of the Option Letter shall become part of and be incorporated into the original Contract.

STATEMENT OF WORK
To Original Contract Routing Number 13 FLA 54767
Contract Amendment #1 Routing Number 17 FHLA 96074

These provisions are to be read and interpreted in conjunction with the provisions of the contract specified above.

I. Project Description:

Program Overview: Women's Wellness Connection (WWC) provides breast and cervical cancer screening (clinical breast exams, mammograms, pelvic examinations, and Pap tests) to eligible women through multiple statewide providers.

Program Purpose and Mission: The purpose and mission of the Women's Wellness Connection (WWC) is to provide, promote and ensure quality breast and cervical cancer screenings for underserved women in Colorado and to connect them to resources.

Beneficiaries: Direct beneficiaries are women residing in Colorado who are uninsured or underinsured; and who meet age, income and lawful presence requirements of the program. Target populations include women of diverse ethnic backgrounds, women living in geographically isolated and medically underserved areas, those who are rarely or never screened for breast and/or cervical cancer.

Project Period: Date of fully executed contract – June 30, 2013 through February 28, 2018.

Period for Clinical Service Delivery: Date of fully executed contract – June 30, 2013 through June 29, annually through 2017. For the final year, June 30, 2017 through December 31, 2017. For each annual Period for Clinical Service Delivery, cases not clinically complete by June 29 shall not be paid. For the final year, cases not clinically complete by December 31, 2017 shall not be paid.

Budget: The budget amount for the Clinical Service Delivery shall be determined on an annual basis and this contract shall be increased or decreased in accordance with the Additional Provisions.

For non-eCaST purchases, the Contractor shall comply with allowable purchases of supplies/operating and travel listed in the Women's Wellness Connection Clinical Services Allowable Purchases document. This information is located on the website https://www.colorado.gov/cdphe/wwc-provider-resources and is incorporated and made part of this Contract by reference.

Should the Contractor purchase gift cards or vouchers, the Contractor shall provide to CDPHE upon request the Contractor's written procedures related to gift card and voucher purchase and handling. At a minimum, the procedures must include the following:

a) How the gift card or voucher inventory is tracked and maintained.
b) Gift card or voucher storage and safeguards against theft.
c) The primary person responsible for securing and distribution of gift cards or vouchers.
d) A gift card or voucher distribution log that records each gift card or voucher number, dollar amount, and the printed name and signature of each gift card or voucher recipient.
e) Gift cards shall be distributed before the end of the contract term.

II. Work Plan:

1. Performance Requirements/Deliverables:

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.

A. <u>Administration:</u>

a. Contractor contact information shall be provided to WWC within fifteen (15) calendar days of the start of the fully executed contract. The Contractor shall use the "WWC Contacts Update Form" located under the "Other" heading on the website https://www.colorado.gov/cdphe/wwc-provider-resources and is incorporated and made part of this Contract by reference.
   1. The Contractor must identify and support a WWC Coordinator, Clinical Liaison, eCaST Coordinator, Agency Director, Contract Administrator, Signature Authority, Fiscal Payment Coordinator, Fiscal Manager, and Case Manager(s). The Contractor shall comply with the requirements stated in the "WWC Contacts Descriptions" document, which is located under the "Other" heading on the website https://www.colorado.gov/cdphe/wwc-provider-resources and is incorporated and made part of this Contract by reference.
   2. The Contractor shall complete the "New Contractor Checklist" form which will be provided by WWC within fifteen (15) calendar days of the start of the fully executed contract.

b. All staff changes during the contract period shall be reported to WWC within fifteen (15) calendar days. The Contractor shall use the "WWC Contacts Update Form" or another form provided by WWC.

c. Contractor shall enter data into the eCaST data system.
   1. CDPHE will provide training on the eCaST system to the Contractor, unless otherwise approved by the program.
      i. New data entry staff must be trained by WWC on eCaST within thirty (30) calendar days of hire, unless otherwise approved by the program.
   2. Any changes to Contractor staff responsible for WWC data entry must be reported to the WWC program within fifteen (15) calendar days.
   3. The Contractor shall renew eCaST users annually. The Contractor shall use the "WWC Contacts Update Form" or another form provided by WWC, and shall be submitted to WWC staff.
   4. It is expected that if a Contractor enrolls a client in WWC and provides initial cancer screening services, the same Contractor shall be responsible for entering all data in eCaST and assuring that clinically appropriate follow-up care is completed through case management services.
   5. Clients eligible for WWC may be enrolled in the program at any point in their screening or diagnostic cancer screening care prior to biopsy. Clients should be enrolled and noted as "referred in for diagnostics" in eCaST if they are enrolled in the WWC program for diagnostic services only.

d. When corresponding with the WWC Staff, Contractors must use all privacy and security measures to protect the client's personal health information.
   1. Accepted forms of communication include:
      i. WWC identification number used in unencrypted email conversations;
      ii. Mail or fax clearly marked "Confidential";
      iii. HIPAA compliant files transmitted via secure File Transfer Protocol (FTP) sites; and
      iv. Secure encrypted email.

   2. If a Contractor intends to use data from eCaST for publications, conference presentations, and/or research projects, the Contractor must notify and receive prior approval from the WWC Program.

e. At least one representative from the Contractor and/or its network provider sites shall attend 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.

1. The Contractor will attend WWC sponsored conference calls, meetings and trainings, including:
   i. 50% of WWC monthly Health Improvement Team (HIT) calls;
   ii. 50% of bimonthly eCaST Users Group Conference Calls;
   iii. 100% of WWC clinical webinars; and
   iv. Other meetings and trainings as needed.

f. The Contractor receives a contracted funding amount that they can use to provide services under the WWC program for the annual **Period for Clinical Service Delivery**. Once this funding cap has been reached, the WWC program will not pay for any additional expenses incurred by the Contractor.
   1. Contractors are responsible for management of funds including:
      i. Ensuring that all funds are fully spent by the end of the contract period;
      ii. Reviewing eCaST reports monthly (after the 15th of the month) to determine spending status;
      iii. Ensuring enough funds remains at the end of the contract year to pay for a woman in need of Health First Colorado BCCP.
      iv. Making programmatic changes as needed to adjust spend rate.

   2. Contractors who are under spent in their budgets may have funds taken back and reallocated to other Contractors at any time during the contract period.

g. Changes to basic eligibility requirements of the program may not be made by the Contractor without WWC approval including:
   1. Age requirements;
   2. Income requirements;
   3. Insurance status; and
   4. Legal presence requirements.

B. <u>Provision of Clinical Services:</u>

a. The Contractor shall perform basic breast and cervical cancer screening services on-site at the contractor's place of business. Basic screening services include clinical breast exams, pelvic exams and Pap tests.

b. The Contractor shall provide screening services to women and have entered qualifying procedures into eCaST no later than July 29th, annually and for the final year, January 30th.

c. The Contractor shall provide all services referenced on the "Current Procedural Technology (CPT) Code List" directly or through a subcontractor agreement. The Contractor shall not charge WWC for services not listed on the CPT Code List. This form is located under the "Screening and Diagnostic Services" heading of the WWC website, located at https://www.colorado.gov/cdphe/wwc-provider-resources and is incorporated and made part of this Contract by reference.

d. Contractors shall ensure all steps involved in the breast and cervical screening and diagnostic process can be performed within 60 calendar days of the first abnormal finding.
   1. For services that cannot be provided on-site, the Contractor must maintain a network of subcontractors. Contractors shall complete and forward a "Subcontractor Form" within 15 calendar days of the fully executed contract to WWC Data Specialist. This form is located at the following WWC website https://www.colorado.gov/cdphe/wwc-provider-resources and is incorporated and made part of this Contract by reference.
   2. All subcontractor changes during the contract period shall be reported to WWC within fifteen (15) calendar days of occurrence using the "Subcontractor Form"

above or another form provided by WWC.

3. Subcontracts must be secured with local providers to the extent possible. Women should not be required to travel more than 60 miles for any service unless a highly specialized service (breast surgery, stereotactic biopsy, etc.) is required and is not available at any facility in that radius. Any subcontracts for services beyond 60 miles must receive WWC staff approval.
4. Services performed by subcontractors shall:
    i. Be performed in an outpatient setting to the extent possible.
    ii. Not exceed the Medicare reimbursement rate as established in the annual CPT Code List**.** Rates in the CPT Code List included as part of this scope of work shall be the rates that Contractors use through the entire annual **Period for Clinical Service Delivery**.
    iii. Only perform and charge the Contractor for procedures in the CPT Code List.
    iv. Not be charged to WWC eligible women unless services are performed that are not on the CPT Code List. Women may be charged for services outside the CPT Code List, but should be notified before services are performed and be told how much the services will cost.
    v. If services outside of the CPT Code List are required, arrangements for completing and paying for services should be specified in the subcontractor agreement.
    vi. Be agreed upon in writing through the use of a signed contract which includes the period of service.

e. The Contractor shall comply with the requirements stated in the WWC Provider Toolkit. This document is located on the following WWC website https://www.colorado.gov/cdphe/wwc-provider-resources and is incorporated and made part of this Contract by reference.

f. The Contractor shall comply with requirements stated in a) the most current American Society for Colposcopy and Cervical Pathology (ASCCP) consensus guidelines for cervical cancer screening services, b) the California Department of Health Services Breast Cancer Diagnosis Algorithms for breast cancer screening services and c) the WWC Tobacco Use Assessment Policy. All three documents are available on the following WWC website https://www.colorado.gov/cdphe/wwc-provider-resources and are incorporated and made part of this Contract by reference.

g. The Contractor shall comply with the requirements of case management stated in the WWC Provider Toolkit. Clinical aspects of case management shall be provided by a Registered Nurse, Physician Assistant or Physician in good standing to provide healthcare in the state of Colorado.

h. The Contractor shall comply with the requirements of enrollment of eligible women with a Breast and Cervical Cancer Program (BCCP) eligible diagnosis into Breast and Cervical Cancer Program Medicaid. The "BCCP Enrollment Step List" is available on the following WWC website https://www.colorado.gov/cdphe/wwc-provider-resources and is incorporated and made part of this Contract by reference.

C. Enrollment:

a. The Contractor shall comply with the WWC Program Eligibility Criteria in the WWC Provider Toolkit.
    1. The Contractor shall:
        i. Comply with Lawful Presence Requirements according to Colorado Department of Revenue guidelines. This information is located on the following Department of Revenue website https://www.colorado.gov/pacific/dmv/identification-requirement-charts and

is incorporated and made part of this Contract by reference.

ii. Shall annually obtain a signed lawful presence affidavit. The Contractor shall keep a copy in the patient's medical record before services are rendered. This form is located at the following WWC website https://www.colorado.gov/cdphe/wwc-provider-resources and is incorporated and made part of this Contract by reference, and

iii. Shall check the "Verified Legal Presence" box in the electronic record in eCaST.

2. The Contractor shall complete the WWC Consent Form. This form is available at the following website at: https://www.colorado.gov/cdphe/wwc-provider-resources and is incorporated and made part of this Contract by reference.
3. CDPHE contractors shall offer clients printed resource and referral materials that direct them to the nearest community Medicaid and Connect for Health Colorado enrollment location(s), including online enrollment options.
4. Printed resource and referral materials for Medicaid and Connect for Health Colorado enrollment shall be available for clients with Limited English Proficiency (LEP). Contractors that routinely offer enrollment services on-site are exempt from this requirement because the services provided go beyond this minimum requirement.
5. Information on enrollment resources, referral locations, LEP and outreach and promotional materials is available at https://www.colorado.gov/cdphe/wwc-provider-resources and is incorporated and made a part of this contract by reference.

D. Clientele Data

a. Contractor shall protect the confidentiality of all applicant or recipient records and other materials that are maintained in accordance with this Contract. Except for purposes directly connected with the administration of this Contract, no information about or obtained from any applicant or recipient shall be disclosed in a form identifiable with the applicant or recipient without the prior written consent of the applicant or recipient, or the parent or legal guardian of a minor applicant or recipient with the exception of information protected by Colorado Statute as it applies to confidentiality for adolescent services in which case the adolescent minor and not the parent or legal guardian must provide consent or as otherwise properly ordered by a court of competent jurisdiction. Contractor shall have written policies governing access, duplication, and dissemination of all such information. Contractor shall advise its employees, agents, servants, and any subcontractors that they are subject to these confidentiality requirements.

III. Monitoring:

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract 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 other fiscal and programmatic documentation as applicable. The Contractor's performance will be evaluated at set intervals and communicated to the contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

IV. Resolution of Non-Compliance:

The Contractor will be notified in writing within **fifteen (15)** calendar days of discovery of a compliance issue. Within **thirty (30)** 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 Remedies section of the General Provisions of this contract.

COLORADO
Department of Public Health & Environment

PREVENTION SERVICES DIVISION- BUDGET JUSTIFICATION FORM
Contract Routing # 17 FHLA 96074

Contractor Name	Gunnison County Department of Health and Human Services	**Program Contact Name, Title, Phone and Email**	Kelly Meldrum, Program Coordinator, (970) 641-0209, kmeldrum@gunnisoncounty.org
Budget Period	upon execution of amendment - -6/29/2017	**Fiscal Contact Name, Title, Phone and Email**	Linda Nienheuser, Fiscal Manager, (970)641-7622, lnienhueser@gunnisoncounty.org & Jody Wise , Fiscal Manager, (970) 641-7679, jwise@gunnisoncounty.org
Project Name	WWC Clinical Services	**Contract/Encumbrance Number**	CT-FHLA2015*538

Expenditure Categories		**Budget Totals**			
Personal Services Salaried Employees		**Original Contract Budget**	**Current Revised Budget**	**Modification to Budget in Amendment/ GFCL/Option Letter**	**Total Amount Requested from CDPHE**
Position Title	**Description of Work and Justification for Revision**				
Personal Services Hourly Employees		**Original Contract Budget**	**Current Revised Budget**	**Modification to Budget in Amendment/ GFCL/Option Letter**	**Total Amount Requested from CDPHE**
Position Title	**Description of Work and Justification for Revision**				
Total Personal Services (including fringe benefits)		**$0.00**	**$0.00**	**$0.00**	**$0.00**
Supplies & Operating Expenses		**Original Contract Budget**	**Current Revised Budget**	**Modification to Budget in Amendment/ GFCL/Option Letter**	**Total Amount Requested from CDPHE**
Item	**Description of Item and Justification for Revision**				
Clinical Services	Billed in eCaST	$12,000.00			$12,000.00
Operating/supplies	Allowable purchase of supplies/operating listed on the WWC Clinical Services allowable purchase document on the WWC website: https://www.colorado.gov/cdphe/wwc-provider-resources			$2,500.00	$2,500.00
Total Supplies & Operating Expenses		**$12,000.00**	**$0.00**	**$2,500.00**	**$14,500.00**
Travel		**Original Contract Budget**	**Current Revised Budget**	**Modification to Budget in Amendment/ GFCL/Option Letter**	**Total Amount Requested from CDPHE**
Item	**Description of Item and Justification for Revision**				
Travel Costs	Allowable purchase of travel costs listed on the WWC Clinical Services allowable purchase document on the WWC website: https://www.colorado.gov/cdphe/wwc-provider-resources			$2,500.00	$2,500.00

PREVENTION SERVICES DIVISION- BUDGET JUSTIFICATION FORM
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Project Name	WWC Clinical Services	**Contract/Encumbrance Number**	CT-FHLA2015*538

	Total Travel	**$0.00**	**$0.00**	**$2,500.00**	**$2,500.00**
Contractual (payments to third parties or entities)		**Original Contract Budget**	**Current Revised Budget**	**Modification to Budget in Amendment/ GFCL/Option Letter**	**Total Amount Requested from CDPHE**
Item	**Subcontractor Entity Name and/or Description of Item**				
	Total Contractual	**$0.00**	**$0.00**	**$0.00**	**$0.00**
	SUB-TOTAL BEFORE INDIRECT	**$12,000.00**	**$0.00**	**$5,000.00**	**$17,000.00**
Indirect		**Original Contract Budget**	**Current Revised Budget**	**Modification to Budget in Amendment/ GFCL/Option Letter**	**Total Amount Requested from CDPHE**
Item	**Description of Item**				
Federal Negotiated Indirect cost rate					$0.00
CDPHE Negotiated Indirect Cost Rate					$0.00
De minimis Indirect Cost Rate					$0.00
	Total Indirect	**$0.00**	**$0.00**	**$0.00**	**$0.00**
	TOTAL	**$12,000.00**	**$0.00**	**$5,000.00**	**$17,000.00**

OPTION LETTER

Date:	State Fiscal Year:	Option Letter No.	CMS Routing #
			CORE Encumbrance #

1) **OPTIONS:** Choose all applicable options listed in §1 and in §2 and delete the rest.
   - **a.** Option to renew only *(for an additional term)*
   - **b.** Change in the amount of goods within current term
   - **c.** Change in amount of goods in conjunction with renewal for additional term
   - **d.** Level of service change within current term
   - **e.** Level of service change in conjunction with renewal for additional term
   - **f.** Option to initiate next phase of a contract

2) **REQUIRED PROVISIONS**. All Option Letters shall contain the appropriate provisions set forth below:
   - **a.** **For use with Options 1(a-e):** In accordance with Section(s) of the Original Contract routing number between the State of Colorado, Insert Name of Department or Higher Ed Institution **,** and Contractor's Name, the State hereby exercises its option for an additional term beginning Insert start date and ending on Insert ending date at a cost/price specified in Section , AND/OR an increase/decrease in the amount of goods/services at the same rate(s) as specified in Identify the Section, Schedule, Attachment, Exhibit etc.
   - **b.** **For use with Option 1(f), please use the following:** In accordance with Section(s) of the Original Contract routing number between the State of Colorado, Insert Name of Department or Higher Ed Institution **,** and Contractor's Name, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc for the term beginning Insert start date and ending on Insert ending date at the cost/price specified in Section .
   - **c.** **For use with all Options 1(a-f):** The amount of the current Fiscal Year contract value is increased/decreased by $ amount of change to a new contract value of Insert New $ Amt to as consideration for services/goods ordered under the contract for the current fiscal year indicate Fiscal Year. The first sentence in Section is hereby modified accordingly. The total contract value including all previous amendments, option letters, etc. is Insert New $ Amt.

3) **Effective Date**. The effective date of this Option Letter is upon approval of the State Controller or , whichever is later.

STATE OF COLORADO John W. Hickenlooper, GOVERNOR Department of Public Health and Environment	PROGRAM APPROVAL:
_____ By: Lisa McGovern, Purchasing & Contracts Section Director Date: _____	By: _____

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____

Date: _____