AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Care Coordination Grant Contract; Women's Wellness

Action Requested: County Manager Signature

Parties to the Agreement: BOCC & CO Dept Public Health & Environment

Term Begins: 6/30/17 **Term Ends:** 12/31/2017 **Grant Contract #:**

Summary:

This provides care coordination for breast & cervical cancer to a very small number of Women's Wellness Connection clients (approx. 6/yr.). Reimbursement related to number of clients seen and services provided.

Fiscal Impact: Pending clients seen (last year approx $1,584)

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

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 6/2/2017

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

Comments:
ok db 6/16/17

Reveiwed by: Discharge Date: Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\jost Discharge Date: 6/16/2017

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

Agenda Date: 6/20/2017

Revised April 2015

STATEMENT OF WORK

I. Project Description:

The purpose of the Care Coordination Grant Program is 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.

Beneficiaries: Direct beneficiaries are women residing in Colorado who are insured 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: June 30, 2017 through February 28, 2018.

Period for Care Coordination Delivery: June 30, 2017 through June 29, annually through 2017. For the final year, June 30, 2017 through December 31, 2017.

II. 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** – Case management services are provided to eligible clients who have an ***abnormal*** breast and/or cervical screening from the first abnormal result through the point of a final cancer diagnosis. This includes helping clients understand their abnormal result(s). Case management of clinical services is based on WWC's clinical guidelines as outlined in the WWC Toolkit: 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** – Services provided to eligible clients who have ***normal*** breast and/or cervical screening outcomes to assist clients through the screening process. In general, navigation services assist clients to move through a complex health care and health insurance system.
6. **WWC** – Women's Wellness Connection

III. 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 appropriate patient navigation services to eligible clients for breast and/or cervical cancer screenings (screening mammogram and / or Pap test with or without human Papilloma virus (HPV) co-testing).

Objective #2: No later than the expiration date of the Contract, the Contractor shall provide case management services to eligible clients who have an abnormal breast and/or cervical screening.	
Primary Activity #1	1. Case management services shall be provided 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 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. 2. The Contractor shall use 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 https://www.colorado.gov/cdphe/wwc-provider-resources 3. The Contractor shall enter initial, follow up, and referral data into the eCaST data system. 4. The Contractor shall comply with the requirements stated in the Care Coordination Grant 5. 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 6. www.colorado.gov/cdphe/wwc-toolkit. 7. Changes to basic eligibility requirements of the program may not be made by the Contractor without WWC approval. 8. The Contractor shall provide a clinical assessment of the need for breast and/or cervical cancer screening for each woman based on nationally recognized screening guidelines published by entities such as the United States Preventative Services Taskforce, the American College or Gynecology, the American Cancer Society, the National Cancer Institute, and the American Society for Colposcopy and Cervical Pathology. 9. Abnormal breast and/or cervical screening up to the point of a final cancer determination shall be based on nationally recognized screening guidelines published by entities such as the United States Preventative Services Taskforce, the American College or Gynecology, the American Cancer Society, the National Cancer Institute, and the American Society for Colposcopy and Cervical Pathology. 10. Attendance requirements: a minimum of one (1) representative from the Contractor shall participate in conference calls or webinars live, or listen to a recorded version 11. Attendance requirements: a minimum of one (1) representative from the Contractor shall participate in other meetings or trainings, as required by WWC, on an as needed basis. 12. The Contractor shall not subcontract for patient navigation or case management services. 13. All changes in the Contractor's Care Coordination Grant Program Contacts during the Contract term shall be reported to WWC no later than fifteen (15) calendar days of the staff change. The Contractor shall submit the WWC Contacts Update Form, or another form provided by WWC, via email to WWC Program Coordinator. 14. Women's Wellness Connection Care Coordination Grant Program services must be entered into eCaST within thirty (30) days of service being performed ongoing throughout the term of the Contract.
Expected Results of Activity(s)	Clients complete breast and cervical cancer screenings and get needed treatment.

Measurement of Expected Results	Data from eCaST, to include 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 the *WWC Contacts Update Form*, or another form provided by WWC, via email to WWC Program Coordinator.	July 15, 2017

IV. Additional Provisions:

To receive compensation under this Contract, the Contractor shall provide care coordination for breast and cervical cancer screening services to eligible women during the term of this Interagency Agreement in accordance with the Statement of Work. In order to receive reimbursement for patient navigation and case management services, the Contractor shall provide required services as stated in the Care Coordination Grant Program section of the WWC Provider Toolkit. The Contractor shall be paid in accordance with rates as outlined this Contract

To be considered for payment, all Women's Wellness Connection Care Coordination Grant Program services must be entered into eCaST within **30** days of service being performed. This includes clinical breast and cervical cancer screening and diagnostic procedures. Breast and cervical cancer screening cases that exceed **60** calendar days in screening length 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 amount reimbursed per client is based upon the level of clinical services needed for each case. Contractors are reimbursed more for cases requiring case management versus patient navigation alone. The WWC program pays separately for care coordination of breast and cervical services. Reimbursement will occur according to the WWC Care Coordination Bundled Payment System, found at: www.colorado.gov/cdphe/wwc-provider-resources, and incorporated herein by this reference. Reimbursement rates may be revised or updated during the period this statement of work is in effect. Cases may not be paid if the data in not entered completely or accurately into the eCaST data system. Cases closed in eCaST as Lost to Follow-Up or Refused will be paid at the highest level achieved as long as evidence of contact attempts is documented in the case management module of eCaST. If applicable, the Contractor shall comply with the "Lost to Follow Up/Refused Service Policy." This document is incorporated and made part of this Exhibit by reference and is available on the following WWC website under "Screening and Diagnostic Services:" www.colorado.gov/cdphe/wwc-toolkit.

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.

It is expected that reimbursement will cover costs associated with: Enrollment of women into the WWC Care Coordination Grant Program (including determining eligibility for the program); Patient navigation and case management services; Administration of the program; and Entry of all information into eCaST.

Data entered into eCaST are the basis for calculating reimbursement for each client screened. One reimbursement for all completed screenings that have met data and quality standards will be sent to the Contractor each month, except for the first month of the fiscal year (July). WWC will generate Contractor grant activity statements based on data entered into eCaST each month on the 15th or next business day thereafter. WWC will only provide reimbursement for cases that are clinically complete and correctly entered into eCaST between June 30 and December 31. Contractors are given a data entry grace period from from January 1 through January 30th. WWC will run a final billing for the current fiscal year on the last business day in January, and will implement grant funding change letters in February, to assure all WWC funding is spent by February 28th.

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

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:	Contractor

The United States Department of Health and Human Services ("USDHHS"), through the Centers for Disease Control and Prevention ("CDC") has awarded as of 0/0/2016 $3,428,415.00 federal funds under Notice of Cooperative Agreement Award, hereinafter "NCAA", number **5 NU58DP003868-05-00.** 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. **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.

V. Monitoring:

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

VI. Resolution of Non-Compliance:

The Contractor will be notified in writing within thirty (30) calendar 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.

VII. 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.

_____

Contractor Name (Print) and Title

_____

Contractor Signature

_____

Date