# AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

**Agenda Item:** Ratification of Cty Manager's Signature; Contract

**Action Requested:** County Manager Signature

**Parties to the Agreement:**

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

**Summary:**

Requesting County Manager's signature on the CDPHE Contract Amendment ASAP in order to expedite contract; will ratify on the 6/18 agenda

**Fiscal Impact:**

**Submitted by:** Liz Mense for Joni Reynolds **Submitter's Email Address:** EMense@gunnisoncounty.org

**Finance Review:** (●) Required ( ) Not Required

Comments:
No concerns, ongoing funding. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 6/7/2019

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

Comments:
ok db 6/10/19

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 6/10/2019 Certificate of Insurance Required

Yes ( ) No (●)

**County Manager Review:**

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/10/2019

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

Agenda Date: 6/18/2019

*Revised April 2015*

# CONTRACT AMENDMENT #1

## SIGNATURE AND COVER PAGE(S)

| | |
|---|---|
| State Agency :<br>**Colorado Department Of Public Health and Environment**<br>**PSD/WWC- Cancer Prevention Early Detection**<br>**4300 Cherry Creek Drive South**<br>**Denver, CO 80246** | Original Contract Number<br>**18 FHLA 104210** |
| Contractor<br>**Board of County Commissioners of Gunnison County**<br>**200 East Virginia Avenue, Gunnison, Colorado 81230-2297 for the use and benefit of the Gunnison County Department of Health and Human Services**<br>**225 North Pine Street, Suite E, Gunnison, Colorado 8230-2333** | Amendment Contract Number<br>**2018*1760 Amendment #1** |
| Contract Performance Beginning Date :<br>**The later of the Effective date or January 1, 2018** | Current Contract Expiration Date :<br>**June 29, 2020** |

**CONTRACT MAXIMUM AMOUNT TABLE**

| Document Type | Contract Number | Federal Funding Amount | State Funding Amount | Other Funding Amount | Term (dates) | Total |
|---|---|---|---|---|---|---|
| Original Contract | 18 FHLA 104210 | $965.00 | $18,219.00 | $0 | 1/1/18 - 6/29/18 | $19,184.00 |
| GFCL #1 | 18 FHLA 110106 | $27,281.00 | $3,804.00 | $0 | 6/30/18 - 6/29/19 | $31,085.00 |
| Option Letter #1 | 2018*1760 Option Letter #1 | ($2,245.60) | ($5,951.40) | $0 | 4/1/19 - 6/29/19 | ($8,197.00) |
| Contract Amendment #1 | 2018*1760 Amendment #1 | $3,815.00 | $17,942.00 | $0 | 6/30/19 – 6/29/20 | $21,757.00 |
| | | | | | **Current Contract Maximum Cumulative Amount** | $63,829.00 |

## 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** | **STATE OF COLORADO** |
|---|---|
| **Gunnison County Department of Health and Human Services** | Jared S. Polis, Governor<br>**Colorado Department Of Public Health and Environment**<br>Jill Hunsaker Ryan, MPH<br>Executive Director |
| By: Print Name & Title<br>Date: _____ | By: Lisa McGovern, Procurement and Contracts Section Director, CDPHE<br>Date: _____ |

| PROGRAM APPROVAL<br>Colorado Department of Public Health and Environment | In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.<br><br>**STATE CONTROLLER**<br>**Robert Jaros, CPA, MBA, JD** |
|---|---|
| By: _____<br>Signature of Authorized CDPHE Program Approver<br><br>Date: _____ | By: _____<br>David Norris, Controller, CDPHE<br><br>Amendment Effective Date: _____ |

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 under the State Controller Signature. 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 **§3.B** 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 under the State Controller Signature or **June 30, 2019**, whichever is later and shall terminate on the termination of the Contract or **June 29, 2020**, whichever is earlier.

4. **PURPOSE**

The Parties entered into the agreement that serves to implement strategies to address cancer prevention and early detection at one or more levels of the socio-ecological framework, depending on the needs of the underserved population served by and living within the service area.

The Parties now desire to renew for an additional term and change current Contract Maximum Total for the following reason: updating additional provisions, updating statement of work and adding funding for FY20's services and operational costs for this project.

## 5. MODIFICATIONS

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

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

B. The Contract Initial Contract Expiration Date on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Expiration Date shown on the Signature and Cover Page for this Amendment.

C. The Amendment and all prior amendments thereto, if any, are modified as follows:

i. The Parties now agree to modify Exhibit: A, Additional Provisions of the agreement. Exhibit A, Additional Provision is deleted and replaced in its entirety with Exhibit G Additional Provisions, changes were made to align with revised program requirements.

ii. The Parties now agree to modify Exhibit: B, Statement of Work of the agreement. Exhibit B, Statement of Work is deleted and replaced in its entirety with Exhibit H, Statement of Work for an additional term.

iii. The Parties now agree to modify Exhibit: Revised Exhibit F, Budget of the agreement. Revised Exhibit F, Budget is deleted and replaced in its entirety with Exhibit I, Budget to renew for an additional term.

## 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.

**ADDITIONAL PROVISIONS**
**To Contract Dated –09/27/2017 - To Original Contract Routing Number 18 FHLA 104210**
**Contract Routing Number 2018*1760 Amendment #1**

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

1. This Contract contains federal and state funds (see Catalog of Federal Domestic Assistance (CFDA) numbers 93.898 and 93.800).

2. The United States Department of Health and Human Services ("USDHHS"), through the Centers for Disease Control and Prevention ("CDC") has awarded as of 07/20/2017 anticipated federal funds of **$3,476,055.00** under Notice of Cooperative Agreement Award, hereinafter "NCAA", number **1 NU58DP006347-01-00**, to perform the following – Colorado Cancer Prevention and Control.

   The United States Department of Health and Human Services ("USDHHS"), through the Centers for Disease Control and Prevention ("CDC") has awarded as of 06/26/2017 anticipated federal funds of **$2,191,193.00** under Notice of Cooperative Agreement Award, hereinafter "NCAA", number **5 NU58DP006082-03-00**, to perform the following – Organized Approaches to Increase Colorectal Cancer Screenings.

   If the underlying Notice of Cooperative Agreement Award "NCAA" authorizes the State to pay all allowable and allocable expenses of a Contractor as of the Effective Date of that NCAA, 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 Contract. If the underlying NCAA does not authorize the State to pay all allowable and allocable expenses of a Contractor as of the Effective Date of that NCAA, 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 Contract, with such Effective Date being the later of the date specified in this Contract or the date the Contract is signed by the State Controller or delegee.

3. To receive compensation under the 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 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 the Statement of Work and Budget.

   Scan the completed and signed CDPHE Reimbursement Invoice Form into an electronic document. Email the scanned invoice and Expenditure Details page to: Cancer Prevention and Early Detection Contracts Monitor via email at cdphe_Cancer@state.co.us

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

   Unless otherwise provided for in the 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.

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

If applicable, the Contractor shall be reimbursed for the purchase of allowable HealthNavigation and Clinical Services supplies/operating costs identified in the Women's Wellness Connection (WWC) *Health Navigation and Clinical Services Allowable Purchases* document. This document is located at the following website www.cdphecancer.org and is incorporated and made part of this Contract by reference.

To receive compensation for Health Navigation and Clinical Services provided to eligible individual clients as identified in the Statement of Work under this Contract, the Contractor shall:

a. Navigate eligible low-income women to timely and complete breast and cervical cancer screening procedures (HealthNavigation); and/or,
b. Provide CDPHE-funded breast and cervical cancer screening and/or diagnostic procedures (Clinical Services), to eligible clients.

**Colorectal cancer screening and diagnostic services are not eligible for health navigation or clinical services reimbursement.**

The Contractor shall be paid for Health Navigation or Clinical Services to individual clients in accordance with rates as outlined in the Cancer Prevention and Early Detection Bundled Payment System for Health Navigation with or without the Clinical Services.

Contractors shall only be paid for cases that meet eligibility, performance, and data requirements. Rates may be revised or updated during the contract term. Reimbursement policies are defined in the Cancer Prevention and Early Detection Program Manual. This manual is located at the following website www.cdphecancer.org and is incorporated and made part of this Contract by reference.

Data entered into the electronic cancer surveillance and tracking (eCaST) data system are the basis for calculating reimbursement for each client receiving Health Navigation or Clinical Services. To be considered for payment, all Cancer Prevention and Early Detection Health Navigation and Clinical Services related cancer screening and diagnostic procedures shall be entered into eCaST within **thirty (30)** days of service being performed. Health Navigation or Clinical Services cases that exceed sixty (60) calendar days in screening length and negatively affect WWC's Performance Indicators may not be reimbursed at the discretion of the State.

Reimbursement is determined by the clinical outcome of each case; therefore, cases must be clinically complete or administratively closed before reimbursement occurs.

The Contractor shall receive a contracted eCaST funding amount each fiscal year to provide Health Navigation or Clinical Services to individual clients. Once the eCaST funding cap is reached, the Cancer Prevention and Early Detection Program will not pay for additional expenses incurred by Contractor unless CDPHE opts to increase funding. Based on performance, the Cancer Prevention and Early Detection Program may unilaterally change the groups of eligible clients who may be served with eCaST funding.

The Contractor shall not charge the Cancer Prevention and Early Detection program for Clinical Services not listed on the *CPT Code List*. This document is incorporated and made part of this Contract by reference and is available on the following website: www.cdphecancer.org.

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 **fifteen (15)** calendar days, to correct the noted deficiencies.

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 State, at its discretion, shall have the option to extend the term under this Contract beyond the Initial Term for a period or for successive periods, of 1 year at the same rates and under the same terms specified in the Contract. In order to exercise this option, the State shall provide written notice to Contractor in as form substantially equivalent to **Exhibit D**. If exercised, the provisions of the Option Letter shall become part of and be incorporated in the original contract. The total duration of this contract shall not exceed 5 years.

8. The State, at its discretion, shall have the option to increase or decrease the statewide quantity of Goods and/or Services based upon the rates established in this Contract, and increase the maximum amount payable accordingly. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to **Exhibit D**. Delivery of Goods and/or performance of Services shall continue at the same rates and terms as described in this Contract.

9. The State, at its discretion, may unilaterally increase or decrease the total funds available under this Grant, the funds available under the Grant during any State fiscal Year or the funds available for any specific line items described in this Grant. In order to exercise this right, the State shall provide written notice to Grantee in a form substantially equivalent to **Exhibit E**. The exercise of this right shall not be valid until it has been approved by the contractor.

10. Notwithstanding the terms contained in *General Provisions*, Section 8, *Insurance-Contractor*, of this Contract, the parties agree to add the following language to the end of Paragraph 8:

    j. The Contractor agrees to maintain in full force and effect a Professional Liability Insurance Policy in the minimum amount of $1,000,000 per occurrence and $1,000,000 in the aggregate, written on an occurrence form that provides coverage for its work undertaken pursuant to this Contract. If a policy written on an occurrence form is not commercially available, the claims-made policy shall remain in effect for the duration of this Contract and for at least two (2) years beyond the completion and acceptance of the work under this Contract, or, alternatively, a two (2) year extended reporting period must be purchased.

11. If Contractor indicates full expenditure of funds under this Contract by March 29 of each grant year and the full expenditure does not occur, CDPHE has the option to reduce current or upcoming Contract by said amount or a percent deemed reasonable by CDPHE. CDPHE will notify the Contractor of the potential need to decrease the current or upcoming budget. If the Contractor indicates at a later date than March 29 of each grant year an expectation of surplus of funds or inability to fully expend said funds for unforeseen

circumstances that Contractor had not anticipated by March 29, CDPHE will reallocate unspent funds without any penalties to the Contractor.

Upon receipt of timely written notice of an objection by the State for inability to fully expend funds, the Contractor shall have a reasonable period of time not to exceed ten (10) calendar days to respond to the action. If no dispute is received by the State within ten (10) calendar days, the State has the option to reduce the current budget for the current year and any upcoming budget for future contractual agreements.

12. The Contractor shall request prior approval in writing from the Cancer Prevention and Early Detection Program for any modification to the eCaST budget line item.

13. 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 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 16, *Contract Modifications,* of this Contract.

14. All data collected, used or acquired shall be used solely for the purposes of this Contract. The Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell, or otherwise make known any such data to unauthorized persons without the express prior written consent of the State or as otherwise required by law. This includes a prior written request by the Contractor to the State for submission of abstracts or reports to conferences, which utilize data collected under this Contract.

    Notwithstanding the foregoing, the Contractor shall be entitled to retain a set of any such data collected or work papers necessary to perform its duties under this Contract and in accordance with professional standards.

15. Neither the U.S. Department of Health and Human Services (HHS) nor the Centers for Disease Control (CDC) logo may be displayed on any conference materials if such display would cause confusion as to the conference source or give false appearance of Government endorsement. Use of the HHS name or logo is governed by U.S.C. 1320b-10, which prohibits misuse of the HHS name and emblem in written communication. A non-federal entity is unauthorized to use the HHS name or logo governed by U.S.C. 1320b-10. The appropriate use of the HHS logo is subject to review and approval of the Office of the Assistant Secretary for Public Affairs (OASPA).

16. The Contractor agrees to provide services to all Program participants and employees in a smoke-free environment in accordance with Public Law 103227, also known as "the ProChildren Act of 1994", (Act). Public Law 103227 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 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.

17. Notwithstanding the terms contained in the *General Provisions*, Section 10, *Confidential or Proprietary Information*, 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.

20. The 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.

21. 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.

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

STATEMENT OF WORK
To Original Contract Routing Number 18 FHLA 104210
Contract Amendment # 1 Routing Number 2018*1760 Amendment #1

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

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

II. **Project Description:**
This project serves to implement strategies to address cancer prevention and early detection at one or more levels of the socio-ecological framework, depending on the needs of the underserved population served by and living within the service area.

III. **Definitions:**

1. **Assessment and Planning Process:** The Assessment and Planning Process was used to identify: 1) the needs of the underserved population served by and living within the organization's service area, 2) ongoing activities and gaps related to promoting and improving prevention and early detection of cancer, and 3) a strategic plan for the organization to apply to continue, discontinue or include new Additional Strategies to improve cancer prevention and early detection based upon the Assessment and Planning Process results.
2. **Cancer screening data:** Data on the Contractor's breast, cervical and colorectal cancer screenings provided to their screening-eligible patient population.
3. **eCaST data system:** A program management and public health surveillance tool used by CDPHE to meet program reporting and documentation requirements.
4. **Individual or client-level data:** Data elements specific to each individual or client participating in the program.
5. **Health navigation:** Individualized assistance offered to clients to help overcome health care system barriers and facilitate timely access to quality screening and diagnostics as well as initiation of treatment services for persons diagnosed with cancer.
6. **Service area:** Geographic area served by the organization.
7. **Socio-ecological framework**: A systems framework with multiple bands of influence (illustrated by a rainbow-like figure) in which the core of the model is the individual, surrounded by four bands of influence representing the interpersonal, organizational, community, and policy levels.

IV. **Work Plan:**

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| **Goal #1:** Reduce breast, cervical and colorectal cancer health disparities, and morbidity and mortality rates, in Colorado. | |
| **Objective #1:** No later than the expiration date of the contract, promote and improve prevention and early detection of breast, cervical and colorectal cancer among underserved Coloradans served by and living within the service area of the Contractor. | |
| | |
| **Primary Activity #1** | The Contractor shall navigate eligible low-income women to timely and complete breast and cervical cancer screening procedures. |
| **Sub-Activities #1** | 1. The Contractor shall provide health navigation for the group(s) of eligible low-income women as approved by CDPHE.<br>2. The Contractor shall enter client-level data on qualifying breast and cervical cancer screening procedures and health navigation services into the eCaST data system. |
| | |
| **Primary Activity #2** | The Contractor shall provide CDPHE-funded breast and cervical cancer screening procedures to eligible low-income women. |
| **Sub-Activities #2** | 1. The Contractor shall enter data on qualifying procedures into the eCaST data system. |
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| **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.<br>2. The Contractor shall comply with any changes, revisions, inclusions, and exclusions to the CDPHE Cancer Prevention and Early Detection Program. The CDPHE Cancer Prevention and Early Detection Program is subject at any time to changes, revisions, inclusions, and exclusions as needed and/or pursuant to directives or changes required by rule, regulation, statute or guidance.<br>3. The Contractor shall comply with all requirements stated in the *CDPHE Cancer Prevention and Early Detection Program Manual*. This document is incorporated and made part of this contract by reference and is available on the following website: www.cdphecancer.org.<br>4. The Contractor shall use all CDPHE-required forms.<br>5. The Contractor shall submit all final reports as non-reimbursable deliverables.<br>6. The Contractor shall be guided by the annual CDPHE Cancer Prevention and Early Detection continuing application that identifies CDPHE-approved planned strategies. The annual CDPHE Cancer Prevention and Early Detection continuing application shall be based on the CDPHE Cancer Prevention and Early Detection Assessment and Planning Process. The Cancer Prevention and Early Detection continuing application template shall be incorporated and made part of this contract by reference and is located on the following website: www.cdphecancer.org.<br>7. CDPHE will review and provide feedback of the CDPHE Cancer Prevention and Early Detection continuing application within 30 calendar days of the receipt.<br>8. The Contractor shall prepare for implementation of any new strategies approved by CDPHE during the annual CDPHE Cancer Prevention and Early Detection continuing application.<br>9. The Contractor shall attend a post-award orientation provided by CDPHE as well as other required meetings, trainings, webinars and telephone calls for the purpose of information-sharing, training, technical assistance and contract monitoring.<br>10. The Contractor shall notify CDPHE within 15 days of a change in key staff responsible for the performance of work outlined in this statement of work (SOW).<br>11. The Contractor shall have new staff members receive required training within two (2) months of hire.<br>12. The Contractor shall participate in CDPHE evaluation efforts.<br>13. The Contractor shall compile required evaluation and program monitoring data.<br>14. The Contractor shall submit, unless otherwise stated, all deliverables to CDPHE via the method indicated in the *CDPHE Cancer Prevention and Early Detection Program Manual.*<br>15. If purchasing gift cards, the Contractor shall provide to CDPHE upon request written procedures related to gift card purchasing and handling. At a minimum, the procedures shall include the following:<br>a. How the gift card inventory is tracked and maintained<br>b. Gift card storage and safeguards against theft<br>c. The primary person responsible for securing and distribution of gift cards<br>d. A gift card distribution log that records each gift card number, dollar amount, and the printed name and signature of each gift card recipient.<br><br>Clinical Services and Health Navigation Strategies:<br>1. The Contractor shall enter client-level data on qualifying breast and cervical cancer screening procedures and health navigation services, performed on or before June 29, into the eCaST data system no later than July 29, annually and in the final year by December 31.<br>2. The Contractor shall comply with required current national clinical guidelines. Current national clinical guidelines are incorporated and made part of this Contract by reference and are available on the following website at www.cdphecancer.org<br>3. Contractors that provide direct services to individuals 18 years of age and older shall |

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| | ensure they only provide services of benefit to individuals lawfully present in the United States. The Contractor shall maintain documentation demonstrating the individual's establishment of lawful presence, which shall include documentation of an appropriate identification document and an affidavit as required by Colorado Revised Statutes (C.R.S.), Section 24-76.5-103. ***[This does not apply to Non-profit charitable organizations, 8 U.S.C. § 1642(d). In addition, Federally Qualified Health Centers (FQHCs) that are not solely government owned are also exempt from verifying lawful presence, 42 U.S.C. § 254b(b)(1).]***<br>4. For Clinical Services only, the Contractor shall comply with the requirements for enrollment of eligible low-income women with an eligible breast or cervical cancer diagnosis into Health First Colorado's Breast and Cervical Cancer Treatment Program (BCCP).<br>5. For Clinical Services only, the Contractor 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. Printed resource materials for Medicaid and Connect for Health Colorado shall be available for clients with Limited English Proficiency (LEP). Contractors that routinely offer enrollment services onsite are exempt from this requirement because the services go beyond this minimum requirement. Information on enrollment resources, referral locations, LEP and outreach and promotional materials is incorporated and made a part of this contract by reference and is available on the following website www.cdphecancer.org. | |
| | | |
| **Expected Results of Activity(s)** | 1. Increased number of individuals screened for breast, cervical and colorectal cancer.<br>2. Increased number of quality breast, cervical and colorectal cancer screenings provided within priority populations | |
| **Measurement of Expected Results** | Analysis of programmatic data submissions, including progress reports, assessments, continuing applications and evaluation information. | |
| | | **Completion Date** |
| **Deliverables** | 1. The Contractor shall submit a CDPHE Cancer Prevention and Early Detection continuing application for the next funding year (June 30 through June 29) for CDPHE review and approval. | No later than January 8 |
| | 2. The Contractor shall submit final numbers (if applicable) and budget for CDPHE Cancer Prevention and Early Detection strategies for which the Contractor is funded for the next funding year (June 30 through July 1). | No later than February 21 |
| | 3. The Contractor shall submit progress reports using a CDPHE-provided template. | No later than January 15 and August 15 |
| | 4. The Contractor shall submit breast, cervical and colorectal cancer screening data, if applicable. | No later than within 45 calendar days of end of CDPHE-approved reporting period |

V. **Monitoring:**

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by CDPHE Cancer Prevention and Early Detection Program Contract Monitor. 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.

VI. **Resolution of Non-Compliance:**

The Contractor will be notified in writing within **15** calendar days of discovery of a compliance issue. Within **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 timeline for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the timeline, the Contractor must email a request to the CDPHE Cancer Prevention and Early Detection Program Contract Monitor and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure timelines 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 provisions of this contract.

COLORADO
Department of Public Health & Environment

# PREVENTION SERVICES DIVISION- 12 MONTH BUDGET WITH JUSTIFICATION FORM

**Contract Routing 2018*1760 Amendment #1**

| | | | |
|---|---|---|---|
| **Contractor Name** | Gunnison County | **Program Contact Name, Title, Phone and Email** | Emily Fitzgerald<br>970-641-7910<br>efitzgerald@gunnisoncounty.org |
| **Budget Period** | 06/30/2019 - 06/29/2020 | **Fiscal Contact Name, Title, Phone and Email** | Jogy Wise<br>970-641-4649<br>jwise@gunnisoncounty.org |
| **Project Name** | Cancer Prevention and Early Detection (CPED) Health Navigation and Clinical Services (HN&CS) | **Contract (CT or PO) Number** | CT FAAA FHLA 201800001760 |

**Expenditure Categories**

**Personal Services**
**Salaried Employees**

| Position Title | Description of Work | Gross or Annual Salary | Fringe | Percent of Time on Project | Total Amount Requested from CDPHE |
|---|---|---|---|---|---|
| | | | | | $0.00 |

**Personal Services**
**Hourly Employees**

| Position Title | Description of Work | Hourly Wage | Hourly Fringe | Total # of Hours on Project | Total Amount Requested from CDPHE |
|---|---|---|---|---|---|
| Patient Navigator / Clinical Advisor - RN | Admin Work -Webinars, chart audits, site visits; RN -Clinical services, webinars, and trainings | $31.73 | $6.07 | 208.00 | $7,862.40 |
| | | | | | $0.00 |
| | | | | **Total Personal Services (including fringe benefits)** | **$7,862.40** |

**Supplies & Operating Expenses**

| Item | Description of Item | Rate | Quantity | Total Amount Requested from CDPHE |
|---|---|---|---|---|
| Operating/supplies | Allowable purchase of supplies/operating items listed on the Health Navigation and Clinical Services allowable purchase document on the Cancer Prevention and Early Detection website: https://www.colorado.gov/pacific/cancerplan/invoicing-and-fiscal-management | $4,141.96 | 1.00 | $4,141.96 |
| | | | | $0.00 |
| | | | **Total Supplies & Operating** | **$4,141.96** |

# PREVENTION SERVICES DIVISION- 12 MONTH BUDGET WITH JUSTIFICATION FORM

**Contract Routing 2018*1760 Amendment #1**

| | | | |
|---|---|---|---|
| **Contractor Name** | Gunnison County | **Program Contact Name, Title, Phone and Email** | Emily Fitzgerald<br>970-641-7910<br>efitzgerald@gunnisoncounty.org |
| **Budget Period** | 06/30/2019 - 06/29/2020 | **Fiscal Contact Name, Title, Phone and Email** | Jogy Wise<br>970-641-4649<br>jwise@gunnisoncounty.org |
| **Project Name** | Cancer Prevention and Early Detection (CPED) Health Navigation and Clinical Services (HN&CS) | **Contract (CT or PO) Number** | CT FAAA FHLA 201800001760 |

## Travel

| Item | Description of Item | Rate | Quantity | Total Amount Requested from CDPHE |
|---|---|---|---|---|
| Meals | Per diem for meals for staff to attend in person training and meetings and to travel to other community and clinic locations as needed. Per diem is $66 per person per day. | $66.00 | 2.00 | $132.00 |
| Mileage | Mileage for staff to attend in person training and meetings and to travel to other community and clinic locations as needed. Current mileage reimbursement rate is $0.58/mile. | $0.58 | 500.00 | $290.00 |
| Lodging | Lodging for staff to attend in-person training and meetings and to travel to other community and clinic locations as needed. Estimated 2 number of people @ $125/night. | $125.00 | 4.00 | $500.00 |
| Flight | Flight for out-of-state training | $250.00 | 0.50 | $125.00 |
| | | | | $0.00 |
| | | | **Total Travel** | **$1,047.00** |

## Contractual

| Subcontractor Name | Description of Item | Rate | Quantity | Total Amount Requested from CDPHE |
|---|---|---|---|---|
| | | | | $0.00 |
| | | | **Total Contractual** | **$0.00** |

## eCaST

| Item | Description of Item | Rate | Quantity | Total Amount Requested from CDPHE |
|---|---|---|---|---|
| Patient Navigation Services | Billed in eCaST through 6/29/20 for eligible Insured Clients ages 21-39 | $50.00 | 5.00 | $250.00 |
| Patient Navigation Services | Billed in eCaST through 6/29/20 for eligible Insured Clients ages 40-64 | $50.00 | 5.00 | $250.00 |
| Patient Navigation with Clinical Services Procedures | Billed in eCaST through 6/29/20 for Eligible Uninsured/Underinsured Clients Ages 21-39 | $160.00 | 15.00 | $2,400.00 |
| Patient Navigation with Clinical Services Procedures | Billed in eCaST through 6/29/20 for Eligible Uninsured/Underinsured Clients Ages 40-64 | $300.00 | 15.00 | $4,500.00 |
| | | | **Total eCaST** | **$7,400.00** |
| | **(eCaST budget amounts are fixed amount awards and will not be included in the indirect total below)** | | | |
| | | | **SUB-TOTAL OF DIRECT COSTS** | **$20,451.36** |

## Indirect

| Item | Description of Item | Total Amount Requested from CDPHE |
|---|---|---|

# PREVENTION SERVICES DIVISION- 12 MONTH BUDGET WITH JUSTIFICATION FORM

**Contract Routing 2018*1760 Amendment #1**

| | | | |
|---|---|---|---|
| **Contractor Name** | Gunnison County | **Program Contact Name, Title, Phone and Email** | Emily Fitzgerald<br>970-641-7910<br>efitzgerald@gunnisoncounty.org |
| **Budget Period** | 06/30/2019 - 06/29/2020 | **Fiscal Contact Name, Title, Phone and Email** | Jogy Wise<br>970-641-4649<br>jwise@gunnisoncounty.org |
| **Project Name** | Cancer Prevention and Early Detection (CPED) Health Navigation and Clinical Services (HN&CS) | **Contract (CT or PO) Number** | CT FAAA FHLA 201800001760 |

| | | |
|---|---|---|
| CDPHE-Negotiated Indirect Cost Rate | Gunnison County's CDPHE negotiated rate for CY2019 is: 44.94%, yet they have opted to charge less. Gunnision is charging 10.0% indirect on non-eCaST lines. | $1,305.64 |
| | **Total Indirect** | **$1,305.64** |
| | **TOTAL** | **$21,757.00** |

GUNNISON COUNTY ADMINISTRATION
200 E. VIRGINIA AVENUE
GUNNISON, CO 81230

U.S. POSTAGE PITNEY BOWES
ZIP 81230 $ 001.45⁰
02 4W
0000339802 JUN 10 2019

COLORADO DEPARTMENT OF PUBLIC HEALTH & ENVIRONMENT
PREVENTION SERVICES DIVISION - FCCO - A5
ATTENTION: JIGNASA JANI
4300 CHERRY CREEK DRIVE SOUTH
DENVER, CO 80246-1520

First Class Mail

COLORADO
Department of Public Health & Environment

Dedicated to protecting and improving the health and environment of the people of Colorado

# Contract (Original or Amendment) Acceptance Instructions For

*Interagency/Intergovernmental & Local Public Health Agencies (LPHAs)*

## 1. Contract Document

**Print:** Please print two (**2**) copies of the PDF contract document attached to this email. Recommend double-sided printing.

## 2. Obtain Signatures

**Signatures**: the signature authority for the organization must sign the two (2) contract documents. Original signatures are required. Please use blue ink.

Accepted signature authorities for agencies are as follows:

- ☐ **Institutions of Higher Education (IHE):** President, Chancellor, State Controller, Individuals with a delegation agreement with the State Controller (i.e. Chief Financial Officer, Agency Controller, Chief Procurement Officer)
- ☐ **Agencies :** Individuals with final executive authority for an Agency (regardless of title), Individuals with a delegation agreement with the State Controller (i.e. Chief Financial Officer, Agency Controller, Chief Procurement Officer)
- ☐ **Government:** Individual given actual authority based on governmental resolution.
  - **Counties** – Board of County Commissioners Chairperson or Executive Director
  - **County or District Board of Health** – Board of Health President or Executive Director
  - **County or District Board of Social Services** – Board of Social Services Chairperson
  - **Cities and Towns** – Mayor
  - **Cities and Towns** – City Manager (if city manager structure)
  - **School District** – School District Superintendent

Signature of an individual with a <u>position title that is not listed</u> on the accepted signature authority list requires additional supporting documentation*.

## 3. Supporting Documentation

***Proof of Signing Authority (If applicable**): A signature authority letter or other regulatory document (resolution, charter, ordinance, etc) confirming the individual signing the contract is authorized to enter into contracts on behalf of the organization. The signatory on the signature authority letter must possess a title listed on the accepted signature authority list by entity. (Attached Sample Non-Profit Signature Authorization Letter, customize according to entity type).

## 4. Submission

**Return:** the two (2) original signed contract documents, and proof of signing authority (if applicable).

All contract documents should be submitted by: mail, courier service, delivery service such as FedEx or UPS, or hand delivered to the CDPHE Mailroom, to the address below, between the hours of 8:00am – 5:00pm, Monday through Friday. Delivery attempts outside the delivery times will not be accepted.

**Colorado Department of Public Health & Environment**
Prevention Services Division – FCCO – A5
Attention: Jignasa Jani
**4300 Cherry Creek Drive South**
**Denver, CO 80246-1520**

## 5. Contract review and approval

CDPHE will provide notification of the date work can begin under the contract. Work is not authorized to begin until the contract is fully executed (signed by all parties). An original fully executed contract will be mailed.

# Signature Authority Letter

**(Insert name of entity)** exists as a non-profit corporate entity and as such does not have a President or Vice-President, but instead is governed by a Board of Directors. In addition, **(insert name of entity)** operates under the leadership of **(insert name of individual signing the contract)**, our Chief Operating Officer (COO). **(Insert name of individual signing the contract)** has the authority to sign contracts on behalf of **(insert name of entity)** which are binding

_____
Signature

_____
Print Name

_____
Title

_____
Date

SAMPLE
customize and print on
organizational letterhead