AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Amendment #2; CDPHE; WWC

Action Requested:

Parties to the Agreement:

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

Summary:

Amended contract for ongoing work in the Womens Wellness Connection program

Fiscal Impact:

Submitted by: Randy Morgan **Submitter's Email Address:** rmorgan@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns, total funding doesn't change. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 10/4/2019

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

Comments:
ok db 10/4/19

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 10/4/2019 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 10/4/2019

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

Agenda Date: 10/15/2019

Revised April 2015

CONTRACT AMENDMENT #2

SIGNATURE AND COVER PAGE(S)

State Agency : **Colorado Department Of Public Health and Environment** **PSD - WWC** **4300 Cherry Creek Drive South** **Denver, CO 80246**	Original Contract Number **18 FHLA 104210**
Contractor : **Board of County Commissioners of Gunnison County** **200 East Virginia Avenue** **Gunnison, Colorado 81230-2297** **For the use and benefit of the Gunnison County Department of Health and Human Services** **225 North Pine Street, Suite E** **Gunnison, Colorado 81230-2333**	Amendment Contract Number **2018*1760 Amendment #2**
Contract Performance Beginning Date : **January 1, 2018**	Current Contract Expiration Date : **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	1/1/2018 – 6/29/2018	$19,184.00
GFCL #1	18 FHLA 110106	$27,281.00	$3,804.00	$0	6/30/2018 – 6/29/2019	$31,085.00
Option Letter #1	2018*1760 Option Letter #1	- $2,245.60	- $5,951.40	$0	4/1/2019 – 6/29/2019	- $8,197.00
Contract Amendment #1	2018*1760 Amendment #1	$3,815.00	$17,942.00	$0	6/30/19 – 6/29/2020	$21,757.00
Contract Amendment #2	2018*1760 Amendment #2	- $3,600.00	- $3,140.00	$0	10/31/19 – 6/29/2020	- $6,740.00
					Current Contract Maximum Cumulative Amount	$57,089.00

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
Board of County Commissioners of Gunnison County for the use and benefit of the Gunnison County Department of Health and Human Services _____ _____ By: Print Name & Title Date: _____	Jared S. Polis, Governor **Colorado Department Of Public Health and Environment** Jill Hunsaker Ryan, MPH Executive Director _____ By: Lisa McGovern, Procurement and Contracts Section Director, CDPHE Date: _____
PROGRAM APPROVAL Colorado Department of Public Health and Environment By: _____ Signature of Authorized CDPHE Program Approver Date:_____	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. **STATE CONTROLLER** **Robert Jaros, CPA, MBA, JD** By:_____ David Norris, Controller, CDPHE 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 **October 31, 2019**, whichever is later and shall terminate on the termination of the Contract.

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-ecologcial framework, depending on the needs of the underserved population served by and living within the service area.

The Parties now desire to delete Exhibit E., Grant Funding Change Letter; decrease funding and update Exhibit G., Additional Provisions, for the following reason: remove eCaST funding amount from Exhibit I., Budget.

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

i. The Parties now agree to delete **Exhibit E., Grant Funding Change Letter.**

ii. The Parties now agree to modify **Exhibit G., Additional Provisions,** of the original agreement. **Exhibit G., Additional Provisions,** is deleted and replace in its entirety with **Revised Exhibit G., Additional Provisions**.

iii. The Parties now agree to modify **Exhibit I., Budget**, of the original agreement. **Exhibit I., Budget,** is deleted and replaced in its entirety with **Revised Exhibit I., Budget**.

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 9/27/2017 – To Original Contract Routing Number 18 FHLA 104210
Contract Routing Number 2018*1760 Amendment 2

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 09/11/2019 anticipated federal funds of **$10,636,435.00** under Notice of Cooperative Agreement Award, hereinafter "NCAA", number **6 NU58DP006347-03-01**, to perform the following – Colorado Cancer Prevention and Control.

   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 Health Navigation 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.

4. 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 (Health Navigation); 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.

a. eCaST Data System

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. Contractors shall only be paid for cases that meet eligibility, performance, and data requirements. 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.

b. Bundled Payment System (BPS)

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 Cancer Prevention and Early Detection Health Navigation and Clinical Services. This document is incorporated and made a part of this Contract by reference and is available on the following website at www.cdphecancer.org .

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.

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.

c. Payment Procedures

Payment to Contractor for Health Navigation and Clinical Services provided to eligible individual clients is made from available funds encumbered and shared across multiple contractors. The State may increase or decrease the total funds encumbered at its sole discretion and without formal notice to Contractor. No minimum payment is guaranteed to Contractor. The liability of the State for such payments is limited to the encumbered amount remaining of such funds.

Payment to Contractor for expenses not included in the BPS for Cancer Prevention and Early Detection Health Navigation and Clinical Services is made from available funds encumbered and in accordance with the Statement of Work and Budget set forth under this Contract.

d. Expenditure Cap for Health Navigation and Clinical Services Services to Individual Clients

CDPHE will set the expenditure cap for Health Navigation and Clinical Services Services to individual clients for the Contractor for each budget period. CDPHE may increase or decrease the Contractor expenditure cap at its sole discretion based on the Contractor's spending rate. The Contractor may request to increase or decrease this expenditure cap. Once the expenditure cap is reached or the share program funds are fully expended, the State will not reimburse for additional expenses incurred by Contractor unless CDPHE opts to increase the cap.

5. 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.

6. 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.

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

8. 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.

9. 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.

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.

18. 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.

19. 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.

20. 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).

COLORADO
Department of Public Health & Environment

PREVENTION SERVICES DIVISION- BUDGET JUSTIFICATION FORM
Contract Routing # CT-2018*1760, Amendment #2

Contractor Name	Gunnison County
Budget Period	06/30/2019 - 06/29/2020
Project Name	Cancer Prevention and Early Detection (CPED) Health Navigation and Clinical Services (HN&CS)

Program Contact Name, Title, Phone and Email	Emily Fitzgerald 970-641-7910 efitzgerald@gunnisoncounty.org
Fiscal Contact Name, Title, Phone and Email	Jogy Wise 970-641-4649 jwise@gunnisoncounty.org
Contract/Encumbrance Number	CT FAAA FHLA 201800001760
GAE Funding	n/a

Expenditure Categories		**Budget Totals**		
Personal Services Salaried Employees		**Original Contract Budget**	**Modification to Budget in Amendment/ GFCL/Option Letter**	**Total Amount Requested from CDPHE**
Position Title	**Description of Work and Justification for Revision**			
				$0.00
Personal Services Hourly Employees		**Original Budget**	**Modification to Budget in Amendment/ GFCL/Option Letter**	**Total Amount Requested from CDPHE**
Position Title	**Description of Work and Justification for Revision**			
Patient Navigator / Clinical Advisor - RN	Admin Work -Webinars, chart audits, site visits; RN -Clinical services, webinars, and trainings. No changes.	$7,862.40		$7,862.40
				$0.00
	Total Personal Services (including fringe benefits)	**$7,862.40**	**$0.00**	**$7,862.40**
Supplies & Operating Expenses		**Original Budget**	**Modification to Budget in Amendment/ GFCL/Option Letter**	**Total Amount Requested from CDPHE**
Item	**Description of Item and Justification for Revision**			
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. No changes.	$4,141.96		$4,141.96
				$0.00
	Total Supplies & Operating Expenses	**$4,141.96**	**$0.00**	**$4,141.96**

PREVENTION SERVICES DIVISION- BUDGET JUSTIFICATION FORM
Contract Routing # CT-2018*1760, Amendment #2

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

Travel		**Original Budget**	**Modification to Budget in Amendment/ GFCL/Option Letter**	**Total Amount Requested from CDPHE**
Item	**Description of Item and Justification for Revision**			
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. No changes.	$132.00		$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. No changes.	$290.00		$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. No changes.	$500.00		$500.00
Flight	Flight for out-of-state training. No changes.	$125.00		$125.00
				$0.00
	Total Travel	**$1,047.00**	**$0.00**	**$1,047.00**

Contractual (payments to third parties or entities)		**Original 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**

eCaST		**Original Budget**	**Modification to Budget in Amendment/ GFCL/Option Letter**	**Total Amount Requested from CDPHE**
Item	**Description of Item and Justification for Revision**			
Patient Navigation Services	Billed eCaST billing for eligible Insured Client ages 21 - 39 eCaST billing for eligible Insured Client ages 21 - 39 funding is being removed from organization's contract budgets. Instead, eCaST reimbursement for all eligible women will be charged to a single General Accounting Encumbrance (GAE) containing available eCaST funds of all Health Navigation and Clinical Services contracts for services to individual clients. Because all organization contracts will be linked to the GAE for eCaST Health Navigation and Clinical Services reimbursement, the amount available to your organization in the eCaST GAE will no longer be indicated on your contract or contract budget. Each organization will instead receive a separate, individual notification of its annual eCaST amount. Contract budgets will now only contain non-eCaST funding that may be used for activities not included in the Bundled Payment System.	$250.00	($250.00)	$0.00

PREVENTION SERVICES DIVISION- BUDGET JUSTIFICATION FORM
Contract Routing # CT-2018*1760, Amendment #2

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

Patient Navigation Services	Billed in eCaST through 6/29/20 for eligible Insured Clients ages 40 - 64 eCaST billing for eligible Insured Client ages 40 - 64 funding is being removed from organization's contract budgets. Instead, eCaST reimbursement for all eligible women will be charged to a single General Accounting Encumbrance (GAE) containing available eCaST funds of all Health Navigation and Clinical Services contracts for services to individual clients. Because all organization contracts will be linked to the GAE for eCaST Health Navigation and Clinical Services reimbursement, the amount available to your organization in the eCaST GAE will no longer be indicated on your contract or contract budget. Each organization will instead receive a separate, individual notification of its annual eCaST amount. Contract budgets will now only contain non-eCaST funding that may be used for activities not included in the Bundled Payment System.	$250.00	($250.00)	$0.00
Patient Navigation with Clinical Services Procedures	Billed in eCaST through 6/29/20 for Eligible Uninsured/Underinsured Clients Ages 21 - 39 eCaST billing for eligible Uninsured/Underinsured Client ages 21 - 39 funding is being removed from organization's contract budgets. Instead, eCaST reimbursement for all eligible women will be charged to a single General Accounting Encumbrance (GAE) containing available eCaST funds of all Health Navigation and Clinical Services contracts for services to individual clients. Because all organization contracts will be linked to the GAE for eCaST Health Navigation and Clinical Services reimbursement, the amount available to your organization in the eCaST GAE will no longer be indicated on your contract or contract budget. Each organization will instead receive a separate, individual notification of its annual eCaST amount. Contract budgets will now only contain non-eCaST funding that may be used for activities not included in the Bundled Payment System.	$2,400.00	($2,400.00)	$0.00
Patient Navigation with Clinical Services Procedures	Billed in eCaST through 6/29/20 for Eligible Uninsured/Underinsured Clients Ages 40 - 64 eCaST billing for eligible Uninsured/Underinsured Client ages 40 - 64 funding is being removed from organization's contract budgets. Instead, eCaST reimbursement for all eligible women will be charged to a single General Accounting Encumbrance (GAE) containing available eCaST funds of all Health Navigation and Clinical Services contracts for services to individual clients. Because all organization contracts will be linked to the GAE for eCaST Health Navigation and Clinical Services reimbursement, the amount available to your organization in the eCaST GAE will no longer be indicated on your contract or contract budget. Each organization will instead receive a separate, individual notification of its annual eCaST amount. Contract budgets will now only contain non-eCaST funding that may be used for activities not included in the Bundled Payment System.	$4,500.00	($3,840.00)	$660.00
				$0.00
Total eCaST **(eCaST budget amounts are fixed amount awards and will not be included in the indirect total below)**		**$7,400.00**	**($6,740.00)**	**$660.00**
SUB-TOTAL BEFORE INDIRECT		**$20,451.36**	**($6,740.00)**	**$13,711.36**

PREVENTION SERVICES DIVISION- BUDGET JUSTIFICATION FORM
Contract Routing # CT-2018*1760, Amendment #2

Contractor Name	Gunnison County
Budget Period	06/30/2019 - 06/29/2020
Project Name	Cancer Prevention and Early Detection (CPED) Health Navigation and Clinical Services (HN&CS)

Program Contact Name, Title, Phone and Email	Emily Fitzgerald 970-641-7910 efitzgerald@gunnisoncounty.org
Fiscal Contact Name, Title, Phone and Email	Jogy Wise 970-641-4649 jwise@gunnisoncounty.org
Contract/Encumbrance Number	CT FAAA FHLA 201800001760
GAE Funding	n/a

Indirect		**Original Budget**	**Modification to Budget in Amendment/ GFCL/Option Letter**	**Total Amount Requested from CDPHE**
Item	**Description of Item**			
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. No changes.	$1,305.14		$1,305.14
	Total Indirect	**$1,305.14**	**$0.00**	**$1,305.14**
	TOTAL	**$21,757.00**	**($6,740.00)**	**$15,017.00**

COLORADO
Department of Public Health & Environment
Dedicated to protecting and improving the health and environment of the people of Colorado

Contract Amendment Acceptance Instructions for

Interagency, Intergovernmental, and Local Public Health Agencies (LPHAs)

1. Contract Document

Print: Please print two (**2**) copies of the PDF contract document attached to this e-mail.

Recommend single-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 position title that is not listed above 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

PSD-Contract & Procurement

Attention: Ying Moua

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