# AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

**AgendaTitle:**
Department of Public Health and Environment, Routing No. 13 FLA 54767, Approved Task Order Contract - Waiver #154, PO FLA PSD1354767; Women's Wellness Connection Program Initiative to Conduct Breast and Cervical Cancer Screenings for Eligible Women; 6/30/13 thru 8/31/17; $23,875

**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:** Gunnison County & Colorado Department of Public Health & Environment

**Term Begins:** 6/30/2013 **Term Ends:** 6/29/2014 **Grant Contract #:** 13-FLA-54767

**Summary:**
Continuation of the Well Women Connection Program, serving low income women between age 40-64. This grant covers annual exams, testing and mammograms.

**Fiscal Impact:** $23,875

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

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

Comments:

This renewal Agreement, which starts July 1 (SFY), is a decrease of $7,337 from the current award.
Cost will need to be cut accordingly. Jane Wyman

Reviewed by: Bcowan Discharge Date: 4/24/2013

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

Comments:

Reviewed by: ATrezise Discharge Date: 4/24/2013 Certificate of Insurance Required Yes ( ) No (●)

**County Manager Review:**

Comments:

Reviewed by: MBirnie Discharge Date: 4/25/2013

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

Agenda Date: 5/7/2013 Follow Up Agenda Date: N/A

*Revised April 2013*

## Randy Morgan

**From:** East - CDPHE, Wayne [wayne.east@state.co.us]
**Sent:** Monday, April 22, 2013 3:44 PM
**To:** Randy Morgan
**Cc:** Emily Kinsella - CDPHE; Abigail Aukema - CDPHE; Ivy Hontz - CDPHE
**Subject:** Gunnison County - Instructions
**Attachments:** Gunnison County Final.pdf; Contract Instructions.pdf

Randy Morgan,

This correspondence concerns the contracting process for the following Colorado Department of Public Health & Environment (CDPHE) Contract:

**Contractor Name:** Gunnison County

**Contract Number:** 13 FLA 54767

**Division:** Prevention Services Division (PSD)

**Program Name:** Women's Wellness Connection (WWC)

**Reason for Contract:** New Contract

The Women's Wellness Connection (WWC) will now be using a multi-year contract beginning June 30, 2013 through June 29, 2017. Please note the four-year performance period performance on the contract cover page.

The multi-year contract eliminates the need for annual contracts. The amount of funds awarded is only for the first year of funding. As in the past, you will be expected to spend these funds for services rendered from June 30, 2013 through June 29, 2014. This amount may change annually contingent upon contractor performance and available funding as well as any other factors that may impact the award amount.

Award amounts for years 2 - 4 will be added using an annual Grant Fund Change Letter (GFCL), which is a unilateral method for increasing your award and does not require vendor agency signatures the way the contract does. This will improve efficiency and the seamless transition between fiscal years. Additional information will be discussed during the post-award meeting to be held early in the fiscal year.

Attached to this email is a contract processing instruction sheet, and the Contract document. Please review the instruction sheet carefully to ensure all documents are completed appropriately, signature authority requirements are met (Signature Authority Letter if applicable), appropriate signatures are obtained and a Certificate of Insurance is acquired. Ensure documents are returned to the individual and address listed in the instruction sheet.

Please note that CDPHE has not received the Federal award listed in sections 2 and 3 of the Additional Provisions, Exhibit A. Award information will be included prior to contract execution, or it will be enclosed with the executed contract.

**Return original completed and signed documents to the name and address listed in the attached instruction sheet no later than close of business on May 10, 2013.** Missing documentation will delay the contract approval process.

Work is not authorized to begin until the contract is fully executed (signed by all parties). Notification will be sent of the date work can begin under this contract.

Please contact me with questions or concerns. My contact information is listed below.

Sincerely,

Wayne East
Contracts Administrator
Colorado Department of Public Health and Environment (CDPHE)
(303)692-2553

# Colorado Department of Public Health & Environment
# Instructions for Contract Processing

*(New Contract OR Amendment used for any type of modification)*

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## Intergovernmental Entities/Local Health Agencies

### I. Contract Document

☐ **Print** – 3 copies of the PDF contract document attached to the email. Double sided printing is encouraged but optional. Single sided copies will be accepted.

☐ **Signatures** – Each of the 3 contract documents must be signed by the signature authority for your organization. Original signatures are required. Please use blue ink if possible.

### II. Signature Authority

***Attention Local Health Agencies:** Some agencies have signature authority letters on file with CDPHE. If your agency does not, please read and comply with the following instructions*

If the **individual signing your contract document is NOT listed below** as the signature authority for your entity type, you must provide 1 copy of a **Signature Authority Letter** or other regulatory document (resolution, charter, ordinance, etc) confirming the individual has the authority to enter into contracts on behalf of the organization.

- **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

### III. Submission

☐ **Return** all 3 original signed contract documents and the Signature Authority documentation (if applicable) to the address below. 5/10/13 deadline

You may hand deliver your documents, send them by mail, or use a courier or delivery service such as FedEx or UPS. The use of a delivery service allows for overnight shipping if needed and provides tracking and delivery confirmation information. Hand delivery may be made to the CDPHE Mail Room in Building B between the hours of 7:30am – 5:00pm, Monday through Friday. Deliveries outside of those times will not be accepted. You will be provided a receipt for your delivery.

**Colorado Department of Public Health & Environment**
**PSD- Contracts – A5**
**Attn: Wayne East**
**4300 Cherry Creek Drive South**
**Denver, CO 80246-1530**

### IV. Fully Executed Contract

You are not authorized to begin work until the contract is fully executed (signed by all parties). You will be notified of the date work can begin under this contract.

# APPROVED TASK ORDER CONTRACT – WAIVER #154

**This Task Order Contract is issued pursuant to Master Contract made on 01/17/2012, with routing number 13 FAA 00013**

STATE:
State of Colorado for the use & benefit of the Department of Public Health and Environment
PSD-WWC
4300 Cherry Creek Drive South
Denver, Colorado 80246

CONTRACTOR:
Board of County Commissioners of Gunnison County
(a political subdivision of the state of Colorado)
200 East Virginia Avenue
Gunnison, Colorado 81230-2297
for the use and benefit of the
Gunnison County Department of Health and Human Services, 225 North Pine Street, Suite E
Gunnison, Colorado 81230-2333

TASK ORDER MADE DATE:
03/29/2013

CONTRACTOR ENTITY TYPE:
Colorado Political Subdivision

PO/SC ENCUMBRANCE NUMBER:
PO FLA PSD1354767

TERM:
This Task Order shall be effective upon approval by the State Controller, or designee, or on 06/30/2013, whichever is later. The Task Order shall end on 08/31/2017.

BILLING STATEMENTS RECEIVED:
Monthly

STATUTORY AUTHORITY:
Not Applicable

PRICE STRUCTURE:
Cost Reimbursement

CONTRACT PRICE NOT TO EXCEED:
$23,875.00

PROCUREMENT METHOD:
Exempt

FEDERAL FUNDING DOLLARS: $9,550.00
STATE FUNDING DOLLARS: $14,325.00

BID/RFP/LIST PRICE AGREEMENT NUMBER:
Not Applicable

MAXIMUM AMOUNT AVAILABLE PER FISCAL YEAR:
FY 14: $23,875.00

LAW SPECIFIED VENDOR STATUTE:
Not Applicable

STATE REPRESENTATIVE:
Emily Kinsella
Department of Public Health and Environment
PSD-WWC
4300 Cherry Creek Drive South
Denver, CO 80246

CONTRACTOR REPRESENTATIVE:
Randy Morgan
Gunnison County Department of Health and Human Services
225 North Pine Street, Suite E
Gunnison, Colorado 81230-2333

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

EXHIBITS:

The following exhibits are hereby incorporated:

Exhibit A - Additional Provisions (and its attachments if any – e.g., A-1, A-2, etc.)

Exhibit B - Statement of Work (and its attachments if any – e.g., B-1, B-2, etc.)

## GENERAL PROVISIONS

The following clauses apply to this Task Order Contract. These general clauses may have been expanded upon or made more specific in some instances in exhibits to this Task Order Contract. To the extent that other provisions of this Task Order Contract provide more specificity than these general clauses, the more specific provision shall control.

1. This Task Order Contract is being entered into pursuant to the terms and conditions of the Master Contract including, but not limited to, Exhibit One thereto. The total term of this Task Order Contract, including any renewals or extensions, may not exceed five (5) years. The parties intend and agree that all work shall be performed according to the standards, terms and conditions set forth in the Master Contract.

2. In accordance with section 24-30-202(1), C.R.S., as amended, this Task Order Contract is not valid until it has been approved by the State Controller, or an authorized delegee thereof. The Contractor is not authorized to, and shall not; commence performance under this Task Order Contract until this Task Order Contract has been approved by the State Controller or delegee. The State shall have no financial obligation to the Contractor whatsoever for any work or services or, any costs or expenses, incurred by the Contractor prior to the effective date of this Task Order Contract. If the State Controller approves this Task Order Contract on or before its proposed effective date, then the Contractor shall commence performance under this Task Order Contract on the proposed effective date. If the State Controller approves this Task Order Contract after its proposed effective date, then the Contractor shall only commence performance under this Task Order Contract on that later date. The initial term of this Task Order Contract shall continue through and including the date specified on page one of this Task Order Contract, unless sooner terminated by the parties pursuant to the terms and conditions of this Task Order Contract and/or the Master Contract. Contractor's commencement of performance under this Task Order Contract shall be deemed acceptance of the terms and conditions of this Task Order Contract.

3. The Master Contract and its exhibits and/or attachments are incorporated herein by this reference and made a part hereof as if fully set forth herein. Unless otherwise stated, all exhibits and/or attachments to this Task Order Contract are incorporated herein and made a part of this Task Order Contract. Unless otherwise stated, the terms of this Task Order Contract shall control over any conflicting terms in any of its exhibits. In the event of conflicts or inconsistencies between the Master Contract and this Task Order Contract (including its exhibits and/or attachments), or between this Task Order Contract and its exhibits and/or attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: 1) the

Special Provisions of the Master Contract; 2) the Master Contract (other than the Special Provisions) and its exhibits and attachments in the order specified in the Master Contract; 3) this Task Order Contract; 4) the Additional Provisions - **Exhibit A**, and its attachments if included, to this Task Order Contract; 5) the Scope/Statement of Work - **Exhibit B**, and its attachments if included, to this Task Order Contract; 6) other exhibits/attachments to this Task Order Contract in their order of appearance.

4. The Contractor, in accordance with the terms and conditions of the Master Contract and this Task Order Contract, shall perform and complete, in a timely and satisfactory manner, all work items described in the Statement of Work and Budget, which are incorporated herein by this reference, made a part hereof and attached hereto as "**Exhibit B**".

5. The State, with the concurrence of the Contractor, may, among other things, prospectively renew or extend the term of this Task Order Contract, subject to the limitations set forth in the Master Contract, increase or decrease the amount payable under this Task Order Contract, or add to, delete from, and/or modify this Task Order Contract's Statement of Work through a contract amendment. To be effective, the amendment must be signed by the State and the Contractor, and be approved by the State Controller or an authorized delegate thereof. This contract is subject to such modifications as may be required by changes in Federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this Task Order Contract on the effective date of such change as if fully set forth herein.

6. The conditions, provisions, and terms of any RFP attached hereto, if applicable, establish the minimum standards of performance that the Contractor must meet under this Task Order Contract. If the Contractor's Proposal, if attached hereto, or any attachments or exhibits thereto, or the Scope/Statement of Work - Exhibit B, establishes or creates standards of performance greater than those set forth in the RFP, then the Contractor shall also meet those standards of performance under this Task Order Contract.

7. **STATEWIDE CONTRACT MANAGEMENT SYSTEM** *[This section shall apply when the Effective Date is on or after July 1, 2009 and the maximum amount payable to Contractor hereunder is $100,000 or higher]*

By entering into this Task Order Contract, Contractor agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state contracts and inclusion of contract performance information in a statewide contract management system.

Contractor's performance shall be evaluated in accordance with the terms and conditions of this Task Order Contract, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation of Contractor's performance shall be part of the normal contract administration process and Contractor's performance will be systematically recorded in the statewide Contract Management System. Areas of review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Contractor's obligations under this Task Order Contract shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of the Statement of Project of this Task Order Contract. Such performance information shall be entered into the statewide Contract Management System at intervals established in the Statement of Project and a final review and rating shall be rendered within 30 days of the end of the Task Order Contract term. Contractor shall be notified following each performance and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance evaluation determine that Contractor demonstrated a gross failure to meet the performance measures established under the Statement of Project, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Colorado Department of Public Health and Environment and showing of good cause, may debar Contractor and

prohibit Contractor from bidding on future contracts. Contractor may contest the final evaluation and result by: (i) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (ii) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Contractor, by the Executive Director, upon showing of good cause.

8. 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 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.

**THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT**

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

CONTRACTOR:
Board of County Commissioners of Gunnison County
(a political subdivision of the state of Colorado)
for the use and benefit of the
Gunnison County Department of Health and Human Services

_____
Legal Name of Contracting Entity

_____
Signature of Authorized Officer

_____
Print Name of Authorized Officer

_____
Print Title of Authorized Officer

STATE OF COLORADO:
**John W. Hickenlooper, GOVERNOR**

**By**_____
For Executive Director

**Department of Public Health and Environment**

Department Program Approval:

**By** _____

## ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

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

**STATE CONTROLLER:**
**David J. McDermott, CPA**

**By**_____

**Date**_____

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**ADDITIONAL PROVISIONS**
**To Task Order Contract Dated 03/29/2013 - Contract Routing Number 13 FLA 54767**

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

1. The list of acronyms attached hereto as **Attachment A-1** may be referenced to in **Exhibit A**, **Exhibit B**, and all and any attachments thereof in this Task Order Contract.

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

3. The United State Department of ********** ("US****"), through the ********** ("****") has awarded federal funds under Award number **********, hereinafter "Award", to perform the following – **********.

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

4. Notwithstanding the terms contained in *General Provisions* of the Master Contract, Section 27, *Annual Audit*, for the purpose of this Task Order, the Contractor is a Vendor as defined by Office of Management and Budget (OMB) Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations).

5. To receive compensation under this Task Order Contract, the Contractor shall provide breast and cervical cancer screening services to women during the term of this Task Order Contract. The Contractor shall also provide Women's Wellness Connection approved diagnostic services to women that meet the criteria in accordance with the Statement of Work attached hereto as **Exhibit B** and incorporated herein. The Contractor shall be paid in accordance with rates as outlined this Contract.

   To be considered for payment, all Women's Wellness Connection services must be entered into eCaST within **thirty (30)** days of service being performed. Breast and cervical cancer screening cases that exceed **sixty (60)** calendar days in screening length and negatively affect the program's Core Performance Indicators may or may not be reimbursed at the discretion of the State. Contractors shall only be paid for cases that meet eligibility, performance and data requirements. Reimbursement is determined by the outcome of the case; therefore, cases must be clinically complete before reimbursement occurs. The Contractor shall be paid in accordance with rates as outlined in the Bundled Payment System, of this Task Order Contract. 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" http://www.colorado.gov/cs/Satellite/CDPHE-PSD/CBON/1251617581963. 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. The WWC program will only pay one Contractor for services provided to one woman. The WWC program only provides reimbursement for a client's clinically complete case once per fiscal year. Short-term follow-up that occurs within the same fiscal year is not reimbursed unless it results in a higher bundle. The WWC program will provide additional reimbursement according to the bundled payment system for clients returning with new symptoms during the same fiscal year.

Within the Bundled Payment System, Contractors are reimbursed for case management services depending on the outcome or complexity of the case. In order to receive reimbursement for case management services, Contractors must do the following: Notify the patient of an abnormal result within two (2) weeks of the procedure; Use WWC approved algorithms to determine next steps; Assess clients for barriers to completing recommending diagnostic tests; Actively schedule diagnostic appointments on the patient's behalf. This may be completed directly by the Contractor or by the subcontractor. Clients should not be given a referral list and asked to schedule their own appointments. 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": http://www.colorado.gov/cs/Satellite/CDPHE-PSD/CBON/1251617581963

Referred in for diagnostics: Once all data is entered and the case in clinically complete, cases will be reimbursed based on the difference between screening and diagnostic level achieved in the Bundled Payment System.

It is expected that reimbursement will cover costs associated with: Enrollment of women into the WWC Program; Cancer screening services, as outlined in the "Current Procedural Technology (CPT) Code List." This document is incorporated and made part of this Exhibit by reference and is available at the following WWC website under "Screening and Diagnostic Services": http://www.colorado.gov/cs/Satellite/CDPHE-PSD/CBON/1251617581963 ; Patient navigation and case management services; Entry of all information into eCaST; and Administrative procedures to place a client with a positive diagnosis of breast and/or cervical cancer into Medicaid BCCP.

Data entered into eCaST are the basis for calculating reimbursement for each client screened. One reimbursement check for all completed screenings that have met data and quality standards will be sent to the Contractor each month. 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 June 29 of the following year. Contractors are given a data entry grace period from June 30 through the last business day of July, annually. WWC will run a final billing for the current fiscal year on the last business day in July and will implement grant funding change letters in August to assure all WWC funding is spent by August 31, annually.

6. Time Limit For Acceptance Of Deliverables.

a. Evaluation Period. The State shall have **thirty (30)** 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 **thirty (30)** 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 **ten (10)** calendar days, to correct the noted deficiencies. If the Contractor fails to correct such deficiencies within **ten (10)** calendar days, the Contractor shall be in default of its obligations under this Task Order Contract and the State, at its option, may elect to terminate this Task Order Contract or the Master Contract and all Task Order Contracts entered into pursuant to the Master Contract.

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

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

8. Notwithstanding the terms contained in General Provisions of the Master Contract, Section 9, *Rights in Data, Documents and Computer Software or Other Intellectual Property*, unless otherwise provided for, all data collected or produced or derived exclusively from the Contractor's or subcontractor's work under this Task Order Contract shall remain the sole property of the State, whether in individual, aggregate, identified or de-identified form or any other form required by the State. To facilitate follow-up, research, surveillance and evaluation, any such data collected, used or acquired shall be made available in any form required by the State, to the State and any other entity designated by the State.

   Any such data collected, used or acquired shall be used solely for the purposes of this Task Order 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 Task Order 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 Task Order Contract and in accordance with professional standards.

9. Notwithstanding the terms contained in *General Provisions* of the Master Contract, Section 9, *Rights in Data, Documents and Computer Software or Other Intellectual Property*, or Section 23.i, *General Provisions, Media or Public Announcements*, the State of Colorado, specifically the Department of Public Health and Environment, shall be the owner of all printed materials, graphic representations, educational materials, audio-visual products, or any other media, in whatever form, created under this Task Order Contract. This requirement applies, but is not limited to, any brochure, flyer, presentation, billboard, radio spot, website, banner advertisement. The State reserves the right to require logos, or other wording on any material, representation, product or other media form created under this Task Order Contract.

   Any material, representation, product or other media form that will use the State's or logo or information must be approved by the State prior to production and distribution. A minimum of ten (10) business days is required for the review and approval process.

10. Notwithstanding the terms contained in the *General Provisions* of the Master Contract, Section 25, *Conformance with Law*, the Contractor shall comply with the provisions of Section 601 of Title VI of the Civil Rights Act of 1964, as amended, which states that "no person in the United States shall on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program actively receiving Federal financial assistance." The Office for Civil Rights has established that it is the responsibility of any program that is a recipient of federal funds to ensure that any Limited English Proficient (LEP) person or beneficiary have meaningful access to programs, services and information. The Contractor and contract personnel shall adopt and implement policies and procedures in which reasonable steps are taken to provide language assistance in order to ensure equal access to LEP persons or beneficiaries. The Contractor and contract personnel shall advise LEP individuals that language assistance will be provided at no cost to the LEP person or beneficiary.

11. Contractor agrees to provide services to all Program participants and employees in a smoke-free environment in accordance with Public Law 103-227, also known as "the Pro-Children Act of 1994", (Act). Public Law 103-227 requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 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. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not

apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where Women, Infants and Children (WIC) coupons are redeemed. Failure to comply with the provision of Public Law 103-227 may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. By signing this Task Order Contract, Contractor certifies that Contractor shall comply with the requirements of the Act and shall not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. Contractor agrees that it shall require the language of the Act be included in any subcontracts which contain provisions for children's services and that all subcontractors shall sign and agree accordingly.

12. Notwithstanding the terms contained in the *General Provisions* of the Master Contract, Section 10, *Confidential or Proprietary Information*, the Contractor shall protect the confidentiality of all applicant or recipient records and other materials that are maintained in accordance with this Task Order Contract. Except for purposes directly connected with the administration of this Task Order 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.

13. 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.

14. 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 Task Order Contract. At the end of the term of this Task Order Contract, the State shall approve the disposition of all equipment.

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

16. The State may increase or decrease funds available under this Task Order Contract using a Grant Funding Letter substantially equivalent to **Attachment A-2**. The Grant Funding Change Letter is not valid until it has been approved by the State Controller or designee.

17. The State may require the contractor to begin performance on the next contact phase as outlined in the Statement of Work in **Exhibit B** and at the same terms and same conditions stated in the contract. If the State exercises this option, it will provide written notice to the contractor at least one day prior to the end of the current phase in a form substantially equivalent to **Attachment A-3**. If exercised, the provisions of the Option Letter shall become part of and be incorporated into the original Task Order contract.

**Commonly Used Acronyms and Abbreviations That May Be Referenced In the Scope of Work:**

| | |
|---|---|
| ACS | American Cancer Society |
| ACNS | Alamosa County Nursing Service |
| ACF | Administration for Children and Families |
| ADA | Americans with Disabilities Act |
| ADAD | Alcohol and Drug Abuse Division |
| AHA | American Heart Association |
| AIDS | Acquired Immune Deficiency Syndrome |
| ALA | American Lung Association |
| ALA(C) | American Lung Association (of Colorado) |
| AMCHP | Association of Maternal Child Health Programs |
| ANR | Americans for Non-Smokers' Rights |
| ARC | Addiction Recovery Centers |
| ARRA | American Recovery and Reinvestment Act |
| ASC | Adams State College |
| ASSIST | American Stop Smoking Intervention Study |
| ASTHO | Association of State and Territorial Health Office |
| B&G | Boys & Girls |
| BACCHUS | BACCHUS Peer Education Network |
| BAG | Build a Generation |
| BBLHC | Boulder Broomfield Latino Health Coalition |
| BC | Boulder County |
| BCCP | Breast and Cervical Cancer Program |
| BCHD | Bent County Health Dept |
| BCPH | Boulder County Public Health |
| BCPHA | Baca County Public Health Agency |
| BCDSS | Baca County Dept Social Services |
| BCTEPP | Bent County Tobacco Education Prevention Partnership |
| BGC | Boys & Girls Club |
| BGCMD | Boys & Girls of Metro Denver |
| BHS | Broomfield High School |
| BMTF | Baby & Me Tobacco Free |
| BOCES | Board of Cooperative Educational Services |
| BOH | Board of Health |
| BRFSS | Behavioral Risk Factor Surveillance System |
| BVBAG | Buena Vista Build a Generation |
| BVSD | Boulder Valley School District |
| Bx | Biopsy |
| C | Choice |
| CAD | Coronary Artery Disease |
| CASB | Colorado Association of School Board |
| CB | Community-based System |
| CBE | Clinical Breast Exam |
| CBO | Community-based Organization |
| CC | Clear Creek |
| CC | Custer County |
| CC | Community Coordination/Coordinator |
| CCAP | Larimer County Child Care Assistance Program |
| CCC | Colorado Cancer Coalition |
| CCCHE | Colorado Community Coalition for health Equity |
| CCGC | Colorado Clinical Guidelines Collaborative |
| CCIAA | Colorado Clean Indoor Air Act |
| CCMC | Colorado Clinical Managed Care Network |
| CCMC | Commission for Case Manager Certification |
| CCPD | Cancer, Cardiovascular, and Pulmonary Disease |

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|---|---|
| CCTCI | Colorado Chew Tobacco Collaborative Initiative |
| CCTEPP | Custer County Tobacco Education Prevention Partnership |
| CDC | Centers for Disease Control and Prevention |
| CDE | Colorado Department of Education |
| CDPHE | Colorado Department of Public Health and Environment |
| CDU | Chronic Disease Unit |
| CEC | Career Education Center |
| CEO | Chief Executive Officer |
| CFDA | Catalog of Federal Domestic Assistance |
| CFFC | Colorado Foundation for Families and Children |
| CFPI | Colorado Family Planning Initiative |
| CHIN | Community Health Information Network |
| CICP | Colorado Indigent Care Program |
| CJD | Colorado Judicial Department |
| CM | Case Management |
| CMC | Colorado Mountain College |
| CMS | Contract Management System |
| CMS | Creative Media Solutions |
| CNCC | Colorado Northwestern Community College |
| CNS | County Nursing Service |
| CO | Colorado |
| COD | Colorado Donated Dental Services Program |
| COPAN | Colorado Physical Activity and Nutrition Program |
| COV | Colorado Van Program |
| CPCF | Colorado Parent and Child Foundation |
| CPHA | Colorado Public Health Association |
| CPT | Current Procedural Technology |
| CRC | Colorectal Cancer |
| CRCCP | Colorectal Cancer Screening Program |
| CRUE | Culturally Responsive Urban Education |
| CSAP | Colorado Student Assessment Program |
| CSH | Coordinated School Health |
| CSU | Colorado State University |
| CSU-P | Colorado State University-Pueblo's |
| CTC | Connect to Care |
| CTEPA | Colorado Tobacco Education and Prevention Alliance |
| CTFK | Campaign for Tobacco-Free Kids |
| CTRP | Colorado Tobacco Research Program |
| CTP | Crossroads Turning Point |
| CU | University of Colorado, Boulder |
| CWCCI | Colorado Women's Cancer Control Initiative |
| CY | Contract Year |
| DAISI | Denver At-home Intervention Service Initiative |
| DASH | Division of Adolescent & School Health (CDC) |
| DCMH | Delta County Memorial Hospital |
| DH | Denver Health |
| DHHA | Denver Health and Hospital Authority |
| DHS | Department of Human Services |
| DHHS | Unites States Department of Health and Human Services |
| DOR | Department of Revenue |
| DOS | Delta Opportunity School |
| DSS | Department of Social Services |
| E&I | Education and Information |
| EAP | Employee Assistance Program |
| EBHV | Evidence-Based Home Visiting to Prevent Child Maltreatment Grant Program |
| ECC | Early childhood council |
| ECC | Electrocardiogram |
| ECCLC | Early Childhood Council of Larimer County |

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|---|---|
| ECLC | Early Childhood Leadership Council/Commission |
| E.D. | Executive Director |
| EHR | Electronic Health Record |
| EHS | Early Head Start |
| EMR | Electronic Medical Record |
| EMT | Emergency Medical Technicians |
| EPA | Environmental Protection Agency |
| EPE | Epidemiology Planning and Evaluation |
| ESL | English as a Second Language |
| ETS | Environmental Tobacco Smoke (a.k.a. secondhand smoke) |
| FIRC | Family and Intercultural Resource Center |
| FICA | The Federal Insurance Contribution Act |
| FDA | Food and Drug Administration |
| FIT/FOBT | Fecal Immunochemical Test/Fecal Occult Blood Test |
| FNA | Final Needle Aspiration |
| FPP | Family Planning Program |
| FPL | Federal Poverty Level |
| FRCC | Front Range Community College |
| FTE | Full Time Equivalent |
| FTP | File Transfer Protocol |
| FY | Fiscal Year |
| FYI | Family Youth Initiatives |
| GASO | Great American Smoke-out |
| GED | General Education Development |
| GASP | CO Group to Alleviate Smoking Pollution of Colorado |
| Get R!EAL (GR) | Resist! Expose Advertising Lies (Youth Empowerment Program) |
| GLBT | Gay, Lesbian, Bisexual, and Transgender |
| GYN | Gynecological |
| HCP | Health Care Program For Children with Special Needs |
| HCYS | Huerfano County Youth Services |
| HHS | Health and Human Services |
| HIPPA | Health Insurance Portability and Accountability Act of 1996 |
| HIPPY | Home Instruction for Parents of Preschool Youngster |
| HIT | Health Improvement Team |
| HIV | Human Immunodeficiency Virus |
| HPV | Human Papillomamavirus |
| HR | Human Resources |
| hr | hour |
| HRSA | Health Resources and Services Administration |
| HSL | High School Leadership |
| ID | Identification |
| IIK | Invest in Kids |
| ISHT | Interagency School Health Team |
| IT | Information Technology |
| JAC | Juvenile Assessment Center |
| KIS | Keeping in STEPP |
| KMH | Keefe Memorial Hospital |
| KPC | Kevin Patrick Caleum |
| LAHCDHD | Las Animas Huerfano Counties District Health Department |
| LBW | Low Birth Weight |
| LC | Learning Community |
| LGBT | Lesbian, Gay, Bisexual, Transgender |
| LEM | Latinas en Movimiento |
| LHA | Local Health Agency |
| LHD | Local Health Department |
| LLC | Limited Liability Company |
| LRCC | Latino Regional Community Coalition |
| LRPC | Latino a Research and Policy Center |

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|---|---|
| LST | Life Skills Training |
| LSTPEN | Latino Statewide Tobacco Prevention and Education Netw |
| LWB | Live Well Broomfield |
| MCHA | Montezuma Housing Authority |
| MCHD | Montezuma County Health Department |
| MCHS | Montezuma-Cortez High School |
| MCPN | Metro Community Provider Network |
| MCRC | Media Campaign Resource Center – CDC |
| MD | Medical Doctor |
| MHCBBC | Mental Health Center Serving Boulder and Broomfield Counties |
| MIECHV | Maternal, Infant and Early Childhood Home Visiting Program |
| MO | Month |
| MOB | Medical Office Building |
| MOU | Memorandum of Understanding |
| MPA | Master of Public Administration in Health and Human Services |
| MPH | Master of Public Health |
| MRI | Magnetic Resonance Imaging Scan |
| MS | Master of Science |
| MSA | Master Settlement Agreement |
| MUH | Multi-user Housing |
| MYAT | Multi-Disciplinary Youth Assessment Team |
| N/A | Not Applicable |
| NACCHO | National Association of County and City Health Officials |
| NACR | Native American Cancer Research |
| NAQC | North American Quitline Consortium |
| NASBE | National Association of State Board of Education |
| NCCRT | National Colorectal Cancer Round Table |
| NCHD | Northeast Colorado Health Department |
| NCI | National Cancer Institute |
| NE | North East |
| NFP | Nurse-Family Partnership |
| NFPNSO | Nurse-Family Partnership National Service Office |
| NHVP | Nurse Home Visitor Program |
| NIDA | National Institute on Drug Abuse |
| NIH | National Institute of Health |
| NJH | National Jewish Medical and Research Center |
| N-O-T | Not-on-Tobacco, (ALA's Youth Smoking Cessation Program) |
| NP | Nurse Practitioner |
| NPP | Nurturing Parenting Program |
| NRT | Nicotine Replacement Therapy |
| NSBA | National School Boards Association |
| OSH | Office on Smoking or Health (CDC) |
| OTC | Over the Counter |
| PA | Physician's Assistant |
| PAC | Prevention Awareness Crew |
| PACT | Partners Assessing Chew Tobacco |
| PAT | Parents as Teachers |
| PCCHD | Pueblo City-County Health Department |
| PPC | Personal Care Providers |
| PE | Presumptive Eligibility |
| PEN | Parent Engagement Network |
| PVCHC | Peak Vista Community Health Center |
| PHN | Public Health Nurse |
| PIO | Public Information Officer |
| PM | Peer Mentor |
| PMC | Parkview Medical Center |
| PMR | Planning Management Region |
| PN | Patient Navigator |

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|---|---|
| PO | Purchase Order |
| PPC | Policy Partner Committee |
| PPFC | Pikes Peak Family Connections |
| PPN | Prevention Policy Network |
| PRA | Policy Resource Alliance |
| PRAMS | Pregnancy Risk Assessment and Monitoring Survey |
| PRIDE | Pure Respect Initiative Direct Education |
| PSA | Public Service Announcement |
| PSD | Prevention Service Division |
| PTEPP | Pueblo Tobacco Education and Prevention Partnership |
| PVC | Prairie View Clinic |
| Q1 | Quarter One |
| Q2 | Quarter Two |
| Q3 | Quarter Three |
| Q4 | Quarter Four |
| QI | Quality Improvement |
| QOL | Quality of Life |
| RDAC | Regional Disparities Advisory Council |
| RFA | Request for Applications |
| RFP | Request For Proposals |
| RIE | Reach, Implementation and Effectiveness |
| RIHEL | Regional Institute for Health and Environment |
| RMC | Rocky Mountain Center for Health Promotion & Education |
| RMRH | Rocky Mountain Rural Health |
| RMYC | Rocky Mountain Youth Corps |
| RN | Registered Nurse |
| Rx | Prescription |
| RY | Reconnecting Youth |
| SafeCare | |
| SAMHSA | Substance Abuse Mental Health Services Administration |
| SB | School-based System |
| SBAG | Salida Build A Generation |
| SBHC | School-Based Health Centers |
| SCYC | School Community Youth Coalition |
| SCRHC | Southern Colorado Regional Health Collaborative |
| SD | Service Delivery |
| SECH | Southeast Colorado Hospital |
| SEMHS | Southeast Mental Health Services |
| SES | Socio-Economic Status |
| SEW | School Employee Wellness |
| SGR | Surgeon General's Report |
| SHAC | Smoke-free Housing Action Committee |
| SHI | School Health Index |
| SHS | Secondhand Smoke |
| SIDS | Sudden Infant Death Syndrome |
| SLV | San Luis Valley |
| SMART | Staying Motivated at Reducing Temptations |
| SMART OUTCOME OBJECTIVE | Specific, Measurable, Achievable, Realistic, Time-Bound |
| SMSU | Self Management Service Unit |
| SRO | School Resource Officer |
| STD | Sexually Transmitted Disease |
| STEPP | State Tobacco Education and Prevention Partnership |
| STW | Straight-to-Work |
| SVVSD | St. Vrain Valley School District |
| SWOT | Strengths, Weaknesses, Opportunities, Threats |
| SYNAR | Synar Regulation |
| TA | Technical Assistance |
| TABS | Tobacco Attitudes and Behavior Survey |

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|---|---|
| TAG | Technical Advisory Group (for evaluation & TPEG) |
| TANF | Temporary Aid to Needy Families |
| TARP | Tobacco Advocacy and Resource Partnership |
| TBD | To Be Determine |
| TCP | Tobacco Control Partners |
| TDAC | Tobacco Disparities Advisory Council |
| TDG | Tobacco Disparities Grant |
| TDS | Tobacco Disparities Subcommittee |
| TEACH | Teaching Equity to Advance Community Health |
| TEFAP | The Emergency Food Assistance Program |
| TEPCGP | Tobacco Education Prevention and Cessation Grant Program |
| TEPP | Tobacco Education Prevention Partnership |
| TFCCI | Tobacco-Free Colorado Communities Initiative |
| TFLC | Tobacco Free Larimer County |
| TFS | Tobacco-Free Schools |
| TFS Law | Tobacco-Free Schools Law |
| TGYS | Tony Grampsas Youth Services |
| Title V | Title V of the Social Security Act |
| TND | Project Toward No Drug Abuse |
| TPEG | Tobacco Program Evaluation Group |
| TPI | Tobacco Prevention Initiative |
| TRC | Tobacco Education and Prevention and Cessation Program Review Committee |
| TRI | Tobacco Rapid Improvement Activity |
| TRIA | Tobacco Rapid Improvement Assessment |
| TTI | Tony Grampsas Tobacco Initiative |
| UCD | University of Colorado – Denver |
| UCDHSC | Health Sciences Center at UCD (sometimes abr. UCHSC) |
| UCDHSC | University of Colorado at Denver and Health Sciences Center |
| URL | Uniform Resource Locator |
| US | United States of America |
| USSTC | US Smokeless Tobacco Company |
| VP | Vice President |
| Well COA | Wellness Councils of America |
| WHU | Women's Health Unit |
| WIC | Women, Infants, Children |
| WWC | Women's Wellness Connection |
| Y@C | Youth at Crossroads |
| YE | Youth Empowerment |
| YPH | Youth Partnership for Health |
| Yr | Year |
| YRBS | Youth Risk Behavior Survey |
| YSAP | Youth Substance Abuse Prevention Coalition |
| YTS | Youth Tobacco Survey |
| YVMC | Yampa Valley Medical Center |
| 5 A's | Ask, Advise, Assess, Assist, Arrange |
| 2A's R | Ask, Advise, Refer |

# GRANT FUNDING CHANGE LETTER

| Date: | State Fiscal Year: | Grant Funding Change Letter # | CMS Routing # |
|---|---|---|---|

TO: Insert Grantee's name

In accordance with Section of the Original Contract routing number , [insert the following language here if previous amendment(s), renewal(s) have been processed] as amended by [include all previous amendment(s), renewal(s) and their routing numbers], [insert the following word here if previous amendment(s), renewal(s) have been processed] between the State of Colorado, Department of Public Health and Environment and Contractor's Name beginning Insert start date <insert start date of original contract> and ending on Insert ending date <insert ending date of current contract amendment>, the undersigned commits the following funds to the Grant:

The amount of grant funds available and specified in Section of <insert contract amendment number and routing number> is ☐ increased or ☐ decreased by $amount of change to a new total funds available of $ <insert new cumulative total> for the following reason: . Section is hereby modified accordingly.

This Grant Funding Change Letter does not constitute an order for services under this Grant.

The effective date of hereof is upon approval of the State Controller or , whichever is later.

| STATE OF COLORADO<br>John W. Hickenlooper, GOVERNOR<br>Department of Public Health and Environment | PROGRAM APPROVAL: |
|---|---|
| By: Lisa Ellis, Purchasing & Contracts Unit Director<br>Date: _____ | By: _____ |

**ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

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

**STATE CONTROLLER**
**David J. McDermott, CPA**

By: _____

Date: _____



Effective Date: 1/6/09-Rev 8/25/09

# OPTION LETTER

| Date: | State Fiscal Year: | Option Letter No. | CMS Routing # |
|---|---|---|---|

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

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

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

| STATE OF COLORADO<br>John W. Hickenlooper, GOVERNOR<br>Department of Public Health and Environment | PROGRAM APPROVAL: |
|---|---|
| By: Lisa Ellis, Purchasing & Contracts Unit Director<br>Date: _____ | By: _____ |

**ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

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

**STATE CONTROLLER**
**David J. McDermott, CPA**

By: _____

Date: _____

**STATEMENT OF WORK**
**To Task Order Contract Dated 3/29/2013 - Contract Routing Number 13 FLA 54767**

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

## I. Project Description:

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

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

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

**Project Period**: Date of fully executed contract – June 30, 2013 through August 31, 2017.

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

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

## II. Performance Requirements/Deliverables:

The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The Contractor shall monitor documents and website content for updates and comply with all updates.

### A. Administration:

a. Contractor contact information shall be provided to WWC within fifteen (15) calendar days of the start of the fully executed contract. The Contractor shall use the "Agency and Site Contacts Form." Which form is incorporated and made part of this SOW by reference and is available on the following WWC website at http://www.colorado.gov/cs/Satellite/CDPHE-PSD/CBON/1251617581963 under the "Other" heading.
   1. The Contractor must identify and support a WWC Coordinator, Clinical Liaison, eCaST Coordinator, Agency Director, Contract Administrator, Signature Authority, Fiscal Payment Coordinator, Fiscal Manager, and Case Manager(s). The Contractor shall comply with the requirements stated in the "Contacts Descriptions" document. Which form is incorporated and made part of this SOW by reference and is available at the following WWC website at: http://www.colorado.gov/cs/Satellite/CDPHE-PSD/CBON/1251617581963 under the "Other" heading.
   2. The Contractor shall complete the "New Contractor Checklist" form which will be provided by WWC within fifteen (15) calendar days of the start of the fully executed contract.

b. All staff changes during the contract period shall be reported to WWC within fifteen (15) calendar

days. The Contractor shall use the "Agency and Site Contacts Form" or another form provided by WWC.

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

d. When corresponding with the WWC Staff, Contractors must use all privacy and security measures to protect the client's personal health information.
    1. Accepted forms of communication include:
        i. WWC identification number used in unencrypted email conversations;
        ii. Mail or fax clearly marked "Confidential" ;
        iii. HIPAA compliant files transmitted via secure File Transfer Protocol (FTP) sites; and
        iv. Secure encrypted email.
    2. If a Contractor intends to use data from eCaST for publications, conference presentations, and/or research projects, the Contractor must notify and receive prior approval from the WWC Program.

e. At least one representative from the Contractor and/or its network provider sites shall attend meetings or conference calls hosted by WWC staff. Contractors can make up attendance by reviewing meeting minutes or a recorded version at a later time.
    1. The Contractor will attend WWC sponsored conference calls, meetings and trainings, including:
        i. 50% of WWC monthly Health Improvement Team (HIT) calls;
        ii. 50% of bimonthly eCaST Users Group Conference Calls;
        iii. 100% of WWC clinical webinars; and
        iv. Other meetings and trainings as needed.

f. The Contractor should consult with their American Cancer Society Community Coordinator at least bi-annually.

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

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

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

**B. Provision of Clinical Services:**

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

b. The Contractor shall provide screening services to women and have entered qualifying procedures into eCaST no later than August 31, annually.

c. The Contractor shall provide all services referenced on the "Current Procedural Technology (CPT) Code List" directly or through a subcontractor agreement. The Contractor shall not charge WWC for services not listed on the CPT Code List. This form is incorporated and made part of this SOW by reference and is available on the following WWC website at http://www.colorado.gov/cs/Satellite/CDPHE-PSD/CBON/1251617581963 under the "Screening and Diagnostic Services" heading.

d. Contractors shall ensure all steps involved in the breast and cervical screening and diagnostic process can be performed within 60 calendar days of the first abnormal finding.
   1. For services that cannot be provided on-site, the Contractor must maintain a network of subcontractors. Contractors shall complete and forward a "Subcontractor Form "within 15 calendar days of the fully executed contract to WWC Data Specialist. This form is incorporated and made part of this SOW by reference and is available on the following WWC website at http://www.colorado.gov/cs/Satellite/CDPHE-PSD/CBON/1251617581963 under the "Other" heading.
   2. All subcontractor changes during the contract period shall be reported to WWC within fifteen (15) calendar days of occurrence using the "Subcontractor Form" above or another form provided by WWC.
   3. Subcontracts must be secured with local providers to the extent possible. Women should not be required to travel more than 60 miles for any service unless a highly specialized service (breast surgery, stereotactic biopsy, etc.) is required and is not available at any facility in that radius. Any subcontracts for services beyond 60 miles must receive WWC staff approval.
   4. Services performed by subcontractors shall:
      i. Be performed in an outpatient setting to the extent possible.
      ii. Not exceed the Medicare reimbursement rate as established in the annual CPT Code List. Rates in the CPT Code List included as part of this scope of work shall be the rates that Contractors use through the entire annual **Period for Clinical Service Delivery.**
      iii. Only perform and charge the Contractor for procedures in the CPT Code List.
      iv. Not be charged to WWC eligible women unless services are performed that are not on the CPT Code List. Women may be charged for services outside the CPT Code List, but should be notified before services are performed and be told how much the services will cost.
      v. If services outside of the CPT Code List are required, arrangements for completing and paying for services should be specified in the subcontractor agreement.
      vi. Be agreed upon in writing through the use of a signed contract which includes the period of service.

e. The Contractor shall comply with the requirements stated in the WWC Provider Toolkit. This

document is incorporated and made part of this SOW by reference and is available on the following WWC website http://www.colorado.gov/cs/Satellite/CDPHE-PSD/CBON/1251617581963 under the "Professional Development" heading.

f. The Contractor shall comply with requirements stated in a) the most current American Society for Colposcopy and Cervical Pathology (ASCCP) consensus guidelines for cervical cancer screening services and the California Department of Health Services Breast Cancer Diagnosis Algorithms for breast cancer screening services and b) the WWC Tobacco Use Assessment Policy. Both documents are incorporated and made part of this SOW by reference and are available on the following WWC website at: http://www.colorado.gov/cs/Satellite/CDPHE-PSD/CBON/1251617581963 under the "Screening and Diagnostic Services" heading.

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

h. The Contractor shall comply with the requirements of enrollment of eligible women with a Breast and Cervical Cancer Program (BCCP) eligible diagnosis into Breast and Cervical Cancer Program (BCCP) Medicaid. The "BCCP Enrollment Step List" is incorporated and made part of this SOW by reference and is available on the following WWC website at http://www.colorado.gov/cs/Satellite/CDPHE-PSD/CBON/1251617581963 under the "Medicaid BCCP" heading.

**C. Enrollment:**

a. The Contractor shall comply with the WWC Program Eligibility Criteria in the WWC Provider Toolkit.

1. The Contractor shall:
   - i. Comply with Lawful Presence Requirements according to Colorado Department of Revenue guidelines. This information is incorporated and made part of this SOW by reference as is available at the following website at the Department of Revenue website at http://www.colorado.gov/cs/Satellite/Revenue-Main/XRM/1216289012112,
   - ii. Shall annually obtain a signed lawful presence affidavit. The Contractor shall keep a copy in the patient's medical record before services are rendered. This form is incorporated and made part of this SOW by reference and is available at the following WWC website at: http://www.colorado.gov/cs/Satellite/CDPHE-PSD/CBON/1251617581963 under the "Patient Enrollment and Eligibility" heading, and
   - iii. Shall check the "Verified Legal Presence" box in the electronic record in eCaST.
2. The Contractor shall complete the WWC Patient History Form. This form is incorporated and made part of this SOW by reference and is available at the following website at: http://www.colorado.gov/cs/Satellite/CDPHE-PSD/CBON/1251617581963 under the "Patient Enrollment and Eligibility" heading.

## III. Monitoring Provision for LPHAs

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the WWC Unit Manager. Methods used will include review of documentation reflective of performance including progress reports and other documentation as applicable. The Contractor's performance will be evaluated at set intervals and communicated to the contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

## IV. Resolution of Non-Compliance for all entities regardless of PSD risk rating

The Contractor will be notified in writing within **30** calendar days of discovery of a compliance issue. Within **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 Unit Manager and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure time lines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the Remedies section of the General Provisions of this contract.

Gunnison County
COLORADO

**Finance Department**

PHONE 970.641.2203 FAX 970.641.7643

April 24, 2013

To Whom It May Concern:

Gunnison County, Colorado is granted authority to act as a political subdivision of the Colorado State Government pursuant §30-5-129 of the Colorado Revised Statutes. It has been granted the legal capacity and functions of other counties in the State of Colorado according to Title 30 of the Statutes, including tax exemption for State and Local Sales and Use Taxes or Federal Excise Tax. Gunnison County was established March 9, 1877.

The Internal Revenue Service Employer Identification Number for Gunnison County is 84-6000770 and the State of Colorado Tax Exemption number is 98-02498-000.

If you have any questions or require additional information, please contact me at (970) 641-2203.

Sincerely,

Ben Cowan
Assistant Finance Director

: bc

200 East Virginia Avenue ◆ Gunnison, CO 81230