AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approved Task Order Contract – Waiver #154; Cancer

Action Requested: Board of County Commissioners' Signature

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

Term Begins: Jan 1, 2018 **Term Ends:** 6/30/2018 **Grant Contract #:**

Summary:

This grant will support cancer screening and prevention services for low income women from 18 to 64 years of age.

Fiscal Impact: $19,184

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

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns, included in budget. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 11/29/2017

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

Comments:
ok db 12/1/17

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 12/1/2017 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/1/2017

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

Agenda Date: 12/5/2017

Revised April 2015

DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT

CMS ROUTING NO. 18 FHLA 104210

APPROVED TASK ORDER CONTRACT – WAIVER #154

This task order contract is issued pursuant to master contract made on 11/23/2016, with routing number 18 FAA 00023.

STATE:
State of Colorado for the use & benefit of the
Department of Public Health and Environment
Prevention Services Division
Women's Wellness Connection
4300 Cherry Creek Drive South - A4
Denver, Colorado 80246

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

CONTRACTOR DUNS: 133115220

CONTRACTOR ENTITY TYPE:
Political Subdivision Colorado

CONTRACT MADE DATE: 9/27/2017

CORE ENCUMBRANCE NUMBER:
CT FAAAFHLA201800001760

BILLING STATEMENTS RECEIVED:
Monthly

TERM:
This contract shall be effective upon approval by the State Controller, or designee, or on 01/01/2018, whichever is later. The contract shall end on 06/29/2019.

STATUTORY AUTHORITY: Colorado Revised Statutes §24-22-117 (2013); §25-4-1501-1505 (2016); §24-76.5-101-103 (2016)

CLASSIFICATION: Subrecipient

CONTRACT PRICE NOT TO EXCEED: $19,184.00
FEDERAL FUNDING DOLLARS: $965.00
STATE FUNDING DOLLARS: $18,219.00
OTHER FUNDING DOLLARS: $0.00
Specify "Other": Not Applicable

PROCUREMENT METHOD:
RFA 6342

BID/RFP/LIST PRICE AGREEMENT NUMBER:
Not Applicable

MAXIMUM AMOUNT AVAILABLE PER FISCAL YEAR:
FY18: $19,184.00

LAW SPECIFIED VENDOR STATUTE:
Not Applicable

STATE REPRESENTATIVE:
Contracts Monitor
Cancer Prevention and Early Detection Program
Prevention Services Division
4300 Cherry Creek Drive South
Denver, Colorado 80246

PRICE STRUCTURE: Cost Reimbursement

CONTRACTOR REPRESENTATIVE:
Carol Worrall
Public Health Director
225 North Pine Street, Suite E
Gunnison, Colorado 81230-2333

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

EXHIBITS:

The following exhibits are hereby incorporated:

Exhibit A -	Additional Provisions (and any of its Attachments; e.g., A-1, A-2, etc.)
Exhibit B -	Statement of Work (and any of its Attachments; e.g., B-1, B-2, etc.)
Exhibit C -	Budget (and any of its Attachments; e.g., C-1, C-2, etc.)
Exhibit D -	Option Letter
Exhibit E -	Grant Funding Change Letter

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**" and "**Exhibit C**".

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.

SIGNATURE PAGE
Contract Routing Number: 18 FHLA 104207

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

Each person signing this Contract represents and warrants that he or she is duly authorized to execute this Contract and to bind the party authorizing his or her signature.

CONTRACTOR
Board of County Commissioners of Gunnison County
for the use and benefit of the
Gunnison County
Department of Health and Human Services

(a political subdivision of the state of Colorado)

_____
Print Name of Authorized Individual

_____
Print Title of Authorized Individual

_____
Signature of Authorized Individual

_____
Date

STATE OF COLORADO
John W. Hickenlooper, Governor

Colorado Department of Public Health and Environment
Larry Wolk, MD, MSPH, Executive Director and Chief Medical Officer

By: _____
Lisa McGovern
Purchasing and Contracting 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 Contract is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

By: _____
CDPHE Delegate

Effective Date: _____

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ADDITIONAL PROVISIONS
To Task Order Contract Dated 09/27/2017 CMS Task Order Routing Number 18 FHLA 104210

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

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

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

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

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

3. To receive compensation 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 this 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 Patient Navigation and Clinical Services supplies/operating costs identified in the Women's Wellness Connection (WWC) *Patient Navigation and Clinical Services Allowable Purchases* document. This document is located at the following website www.cdphecancer.org and is incorporated and made part of this Contract by reference.

To receive compensation for Patient 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 (Patient Navigation); 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 patient navigation or clinical services reimbursement.

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

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

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

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

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

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

4. Time Limit For Acceptance Of Deliverables.

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

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

   c. Time to Correct Defect. Upon receipt of timely written notice of an objection to a completed deliverable, the Contractor shall have a reasonable period of time, not to exceed **fifteen (15)** calendar days, to correct the noted deficiencies. If the Contractor fails to correct such deficiencies within fifteen (15) calendar days, the Contractor shall be in default of its obligations under this Task Order Contract and the State, at its option, may elect to terminate this Task Order Contract or the Master Contract and all Task Order Contracts entered into pursuant to the Master Contract.

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

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

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

7. The State**,** at its discretion, shall have the option to extend the term under this Task Order 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 Task Order. 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 Task Order. The total duration of this Task Order shall not exceed 5 years.

8. The State**,** at its discretion, shall have the option to increase or decrease the statewide quantity of Goods and/or Services based upon the rates established in this Task Order and increase the maximum amount payable accordingly. In order to exercise this option, the State shall provide written notice to Contractor in as 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 Task Order.

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

10. If Contractor indicates full expenditure of funds under this Task Order 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.

11. 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 or between budgets for each strategy.

12. Contractor shall request prior approval in writing from the State for all modifications in 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 90 days prior to the end of the contract period and may require an amendment in accordance with Section 5, *Contract Modifications*, of this Task Order Contract.

13. All 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.

14. 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).

15. The 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.

16. 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 Task Order 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.

17. 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.

18. 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 Task Order Contract, the State shall approve the disposition of all equipment.

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

STATEMENT OF WORK
To Original Contract Routing Number 18 FHLA 104210

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

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

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

III. Definitions:

1. **Assessment and Planning Process:** The Assessment and Planning Process will be used to identify: 1) the needs of the underserved population served by and living within the organization's service area, 2) ongoing activities and gaps related to promoting and improving prevention and early detection of cancer, and 3) a strategic plan for the organization to apply to continue, discontinue or include new Additional Strategies to improve cancer prevention and early detection based upon the Assessment and Planning Process results.
2. **Cancer screening data:** Data on the Contractor's breast, cervical and colorectal cancer screenings provided to their screening-eligible patient population.
3. **eCaST data system:** A program management and public health surveillance tool used by CDPHE to meet program reporting and documentation requirements.
4. **Individual or client-level data:** Data elements specific to each individual or client participating in the program.
5. **Patient navigation:** Individualized assistance offered to clients to help overcome their client's self-identified psychosocial, cultural and system barriers (e.g, health literacy, financial, transportation, etc.) to healthcare and facilitate timely access to quality screening and diagnostics as well as initiation of treatment services for persons diagnosed with cancer.
6. **Quality cancer screening:** Timely completion of all required procedures needed to determine whether or not an individual has cancer.
7. **Service area:** Geographic area served by the organization.
8. **Socio-ecological framework**: a systems framework with multiple bands of influence (illustrated by a rainbow-like figure) in which the core of the model is the individual, surrounded by four banks of influence representing the interpersonal, organizational, community, and policy levels.

IV. Work Plan:

Goal #1: Reduce breast, cervical and colorectal cancer health disparities, and morbidity and mortality rates, in Colorado.	
Objective #1: No later than the expiration date of the contract, the Contractor shall promote and improve prevention and early detection of breast, cervical and colorectal cancer among underserved Coloradans served by and living within the service area of the Contractor.	
Primary Activity #1	The Contractor shall complete the annual CDPHE Cancer Prevention and Early Detection Assessment and Planning Process to identify needs of and existing activities related to promoting and improving prevention and early detection of breast, cervical and colorectal cancer among underserved women and men served by and living within the service area of the Contractor.
Sub-Activities #1	1. The Contractor shall conduct an annual assessment for the organization. 2. The Contractor shall prepare a strategic plan based on results of the assessment with proposed activities. 3. The Contractor shall prepare for implementation of CDPHE-approved strategies included in the Contractor's plan.
Primary Activity #2	The Contractor shall navigate eligible low-income women to timely and complete breast and cervical cancer screening procedures.

Sub-Activities #2	1. The Contractor shall provide patient navigation to the group(s) of eligible women as approved by CDPHE. 2. The Contractor shall enter client-level data on qualifying breast and cervical cancer screening procedures and patient navigation services into the eCaST data system.
Primary Activity #3	The Contractor shall provide CDPHE-funded breast and cervical cancer screening procedures to eligible low-income women.
Sub-Activities #3	1. The Contractor shall enter data on qualifying procedures into the eCaST data system.
Standards and Requirements	1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The Contractor shall monitor documents and website content for updates and comply with all updates. 2. The Contractor shall comply with any changes, revisions, inclusions, and exclusions to the CDPHE Cancer Prevention and Early Detection Program. The CDPHE Cancer Prevention and Early Detection Program is subject at any time to changes, revisions, inclusions, and exclusions as needed and/or pursuant to directives or changes required by rule, regulation, statute or guidance. . 3. The Contractor shall comply with all requirements stated in the *CDPHE Cancer Prevention and Early Detection Program Manual*. This document is incorporated and made part of this contract by reference and is available on the following website: www.cdphecancer.org. 4. The Contractor shall use all CDPHE-required forms. 5. The Contractor shall submit all final reports as non-reimbursable deliverables. 6. The Contractor shall utilize the *CDPHE Cancer Prevention and Early Detection Assessment and Planning Tool Template* to complete its annual Assessment and Planning Process. The template is incorporated and made part of this contract by reference and is located on the following website: www.cdphecancer.org. 7. CDPHE will review and provide feedback of the CDPHE Cancer Prevention and Early Detection assessment and planning tool within 30 calendar days of the submission deadline. 8. The Contractor shall be guided by the annual CDPHE Cancer Prevention and Early Detection continuing application that identifies CDPHE-approved planned strategies. The annual CDPHE Cancer Prevention and Early Detection continuing application shall be based on the annual CDPHE Cancer Prevention and Early Detection Assessment and Planning Process. The Cancer Prevention and Early Detection continuing application template shall be incorporated and made part of this contract by reference and is located on the following website: www.cdphecancer.org. 9. CDPHE will review and provide feedback of the CDPHE Cancer Prevention and Early Detection continuing application within 30 calendar days of the receipt. 10. The Contractor shall attend a post-award orientation provided by CDPHE as well as other required meetings, trainings, webinars and telephone calls for the purpose of information-sharing, training, technical assistance and contract monitoring. 11. The Contractor shall notify CDPHE within 15 days of a change in key staff responsible for the performance of work outlined in this statement of work (SOW). 12. The Contractor shall ensure that new staff members receive required training within two (2) months of hire. 13. The Contractor shall participate in CDPHE evaluation efforts. 14. The Contractor shall compile required evaluation and program monitoring data. 15. The Contractor shall submit, unless otherwise stated, all deliverables to CDPHE via the method indicated in the *CDPHE Cancer Prevention and Early Detection Program Manual.* 16. If purchasing gift cards, the Contractor shall provide to CDPHE upon request written procedures related to gift card purchasing and handling. At a minimum, the procedures shall include the following:

	a. How the gift card inventory is tracked and maintained b. Gift card storage and safeguards against theft c. The primary person responsible for securing and distribution of gift cards d. A gift card distribution log that records each gift card number, dollar amount, and the printed name and signature of each gift card recipient. **Assessment & Planning Strategy:** 1. The Contractor shall utilize the CDPHE-approved assessment and planning tool. **Clinical Services and Patient Navigation Strategies:** 1. The Contractor shall enter client-level data on qualifying breast and cervical cancer screening procedures and patient navigation services, performed on or before June 29, into the eCaST data system no later than July 29, annually and in the final year by December 31. 2. The Contractor shall comply with required current national clinical guidelines. Current national clinical guidelines are incorporated and made part of this Contract by reference and are available on the following website at www.cdphecancer.org 3. Contractors that provide direct services to individuals 18 years of age and older shall ensure they only provide services of benefit to individuals lawfully present in the United States. The Contractor shall maintain documentation demonstrating the individual's establishment of lawful presence, which shall include documentation of an appropriate identification document and an affidavit as required by Colorado Revised Statutes (C.R.S.), Section 24-76.5-103. 4. For Clinical Services only, the Contractor shall comply with the requirements for enrollment of eligible women with an eligible breast or cervical cancer diagnosis into Health First Colorado's Breast and Cervical Cancer Treatment Program (BCCP). 5. For Clinical Services only, the Contractor shall offer clients printed resource and referral materials that direct them to the nearest community Medicaid and Connect for Health Colorado enrollment location(s), including online enrollment options. Printed resource materials for Medicaid and Connect for Health Colorado shall be available for clients with Limited English Proficiency (LEP). Contractors that routinely offer enrollment services onsite are exempt from this requirement because the services go beyond this minimum requirement. Information on enrollment resources, referral locations, LEP and outreach and promotional materials is incorporated and made part of this contract by reference and is available on the following website www.cdphecancer.org.
Expected Results of Activity(s)	1. Increased number of individuals screened for breast, cervical and colorectal cancer. 2. Increased number of quality breast, cervical and colorectal cancer screenings provided within priority populations
Measurement of Expected Results	Analysis of programmatic data submissions, including progress reports, annual assessments, continuing applications and evaluation information.

		Completion Date
Deliverables	1. The Contractor shall submit a draft of the annual completed CDPHE Cancer Prevention and Early Detection assessment and planning tool for CDPHE review and approval.	Annually, no later than October 1
	2. The Contractor shall submit a final annual CDPHE Cancer Prevention and Early Detection assessment and planning tool.	Annually, no later than December 15
	3. The Contractor shall submit a draft CDPHE Cancer Prevention and Early Detection continuing application for the next funding year (June 30 through June 29) for CDPHE review and approval.	Annually, no later than January 15
	4. The Contractor shall submit a final CDPHE Cancer Prevention and Early Detection continuing application for the next funding year (June 30 through June 29).	Annually, no later than February 28

	5. The Contractor shall submit progress reports using a CDPHE-provided template.	Twice per year, no later than January 15 and August 15
	6. The Contractor shall submit breast, cervical and colorectal cancer screening data, if applicable.	Annually, no later than within 90 calendar days of end of CDPHE-approved reporting period

V. Monitoring:

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by CDPHE Cancer Prevention and Early Detection Program Contracts Monitor. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports and other fiscal and programmatic documentation as applicable. The Contractor's performance will be evaluated at set intervals and communicated to the contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

VI. Resolution of Non-Compliance:

The Contractor will be notified in writing within **15** calendar days of discovery of a compliance issue. Within **30** calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and 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 CDPHE Cancer Prevention and Early Detection Program Contracts Monitor 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 provisions of this contract.

COLORADO Department of Public Health & Environment

Assessment & Planning

PREVENTION SERVICES DIVISION- BUDGET WITH JUSTIFICATION FORM

Contract Routing # 18 FHLA 104210

Contractor Name	Gunnison County	**Program Contact Name, Title, Phone and Email**	Emily Fitzgerald, RN, Family Planning Coordinator (970)641-7910 efitzgerald@gunnisoncounty.org
Budget Period	1/1/18 - 6/30/18	**Fiscal Contact Name, Title, Phone and Email**	Jodi Wise, Accountant (970)641-7679 jwise@gunnisoncounty.org
Project Name	Assessment and Planning Process		

Expenditure Categories

Personal Services Salaried Employees

Position Title	Description of Work	Budget Item Supports SOW (Yes/No)	Gross or Annual Salary	Fringe	Percent of Time on Project	Number of Months	Total Amount Requested from CDPHE
							$0.00

Personal Services Hourly Employees

Position Title/Employee Name	Description of Work	Budget Item Supports SOW (Yes/No)	Hourly Wage	Hourly Fringe	Total # of Hours on Project	Total Amount Requested from CDPHE
Patient Navigator	Admin/Completion of A&P Tool (1.46Hrs/wkx6m)	Yes	17.18	7.96	38	$955
Clinical Advisor	Review of clinical reports (0.25Hrs/wkx6m)	Yes	27.13	5.5	6	$196
						$0
					Total Personal Services (including fringe benefits)	**$1,151**

Supplies & Operating Expenses

Item	Description of Item (Operating/Supplies)	Budget Item Supports SOW (Yes/No)	Rate	Quantity	Total Amount Requested from CDPHE
Office Supplies	Office Supplies needed to implement and complete the assessment and planning process.	Yes	14.00	1	$14
					$0
				Total Supplies & Operating Expenses	**$14**

Travel

Item	Description of Item (Travel Costs)	Budget Item Supports SOW (Yes/No)	Rate	Quantity	Total Amount Requested from CDPHE

Motorpool	County Vehicle Use / Mileage	Yes	$0.54	250	$135
					$0
				Total Travel	**$135**
Contractual					
Subcontractor Name	**Description of Item**	**Budget Item Supports SOW (Yes/No)**	**Rate**	**Quantity**	**Total Amount Requested from CDPHE**
					$0
				Total Contractual	**$0**
				SUB-TOTAL BEFORE INDIRECT	**$1,300**
Indirect					
Item	**Description of Item**				**Total Amount Requested from CDPHE**
CDPHE-approved indirect cost rate agreement	**64.36% of Total Direct Costs**				$837
				Total Indirect	**$837**
				TOTAL	**$2,137**

COLORADO Department of Public Health & Environment

Patient Navigation & Clinical Services

PREVENTION SERVICES DIVISION- BUDGET WITH JUSTIFICATION FORM

Contract Routing # 18 FHLA 104210

Contractor Name	Gunnison County	**Program Contact Name, Title, Phone and Email**	Emily Fitzgerald, RN, Family Planning Coordinator (970)641-7910 efitzgerald@gunnisoncounty.org
Budget Period	1/1/18 - 6/30/18	**Fiscal Contact Name, Title, Phone and Email**	Jodi Wise, Accountant (970)641-7679 jwise@gunnisoncounty.org
Project Name	Patient Navigation & Clinical Services		

Expenditure Categories

Personal Services Salaried Employees

Position Title	Description of Work	Budget Item Supports SOW (Yes/No)	Gross or Annual Salary	Fringe	Percent of Time on Project	Number of Months	Total Amount Requested
							$0.00

Personal Services Hourly Employees

Position Title/Employee Name	Description of Work	Budget Item Supports SOW (Yes/No)	Hourly Wage	Hourly Fringe	Total # of Hours on Project	Total Amount Requested
Paitient Navagition	Admin Work -HIT Calls, webinars, chart audits, site visits	yes	18	7.96	130	$3,375
Clinical Advisor	RN -Clinical services webinars and trainings	Yes	28.5	5.5	26	$884
						$0
					Total Personal Services (including fringe benefits)	**$4,259**

Supplies & Operating Expenses

Item	Description of Item (Operating/Supplies)	Budget Item Supports SOW (Yes/No)	Rate	Quantity	Total Amount Requested
Patient Navigation Services	Billed in eCaST through 6/30/18 for eligible Insured Clients ages 21-39	Yes	$50.00	2	$100
Patient Navigation Services	Billed in eCaST through 6/30/18 for eligible Insured Clients ages 40-64	Yes	$65.00	5	$325
Patient Navigation with Clinical Services Procedures	Billed in eCaST through 6/30/18 for Eligible Uninusured/Underinsured Clients Ages 21-39	Yes	$155.00	9	$1,395
Patient Navigation with Clinical Services Procedures	Billed in eCaST through 6/30/18 for Eligible Uninusured/Underinsured Clients Ages 40-64	Yes	$351.00	5	$1,755
Operating/supplies	Allowable purchase of supplies/operating listed on the WWC Patient Navigation and Clinical Services allowable purchase document on the Cancer Prevention and Early Detection website: www.cdphecancer.org	Yes	$3,602.00	1	$3,602
					Total Supplies & Operating Expenses	**$7,177**

Travel					
Item	Description of Item (Travel Costs)	Budget Item Supports SOW (Yes/No)	Rate	Quantity	Total Amount Requested
	Motor Pool RT To Grand Junction - Award Meeting	Yes	$0.54	250	$135
	Lodging	Yes	$150.00	1	$150
	Meals	Yes	$51.00	1	$51
					$0
				Total Travel	$336
Contractual					
Subcontractor Name	Description of Item	Budget Item Supports SOW (Yes/No)	Rate	Quantity	Total Amount Requested
					$0
				Total Contractual	$0
				SUB-TOTAL BEFORE INDIRECT	$11,772
Indirect					
Item	Description of Item				Total Amount Requested
CDPHE-approved indirect cost rate agreement	64.36% of Total Direct Costs				$5,275
				Total Indirect	$5,275
				TOTAL	$17,047

CONTRACT TOTAL: $19,184.00

OPTION LETTER

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

DELETE all **BLUE** text, **CUSTOMIZE Red text** and **CHANGE** Red text to **Black** after customization.

1) **OPTIONS:** Choose all applicable options listed below
   - **a.** Option to extend for a renewal or additional term
   - **b.** Option to change amount of goods
   - **c.** Option to change amount of services
   - **d.** Option to change contract rates
   - **e.** Option to initiate next phase of contract

2) **REQUIRED PROVISIONS**. All Option Letters shall contain the appropriate provisions set forth below:
   - **a.** **For use with Options a:** In accordance with Section(s) enter section the Original Contract referenced above between the State of Colorado, Colorado Department of Public Health and Environment**,** and enter Contractor's name the State hereby exercises its option for an additional term beginning insert start date and ending on insert end date at the rates stated in the Original Contract, as amended.
   - **b.** **For use with Option b and c.** In accordance with Section(s) enter Section of the Original Contract routing number referenced above, between the State of Colorado, Colorado Department of Public Health and Environment**,** and enter Contractor's name the State hereby exercises its option to Increase/Decrease the quantity of Goods/Services or both at the same cost/price as specified in enter Exhibit/Attachment name.
   - **c.** **For use with Option d.** In accordance with Section(s) enter section of the Original Contract routing number referenced above, the State hereby exercise its option to modify the Contract rates specified in Exhibit/Section Number. The Contract rates attached to this Option letter in Exhibit/Attachment Name replace the rates in the original Contract as of the Option Effective Date of this Option Letter.
   - **d.** **For use with Option e:** In accordance with Section(s) enter section of the Original Contract routing number referenced above, the State hereby exercise its option to initiate Phase indicate which Phase: 2, 3, 4 etc. which shall begin on insert start date and ending on insert end date at the cost/price specified in Section enter section the Original Contract referenced above.
   - **e. For use with Options a, b, c that modify the contract value:** The amount of the current Fiscal Year contract value is increased/decreased by $ enter amount of change to a new contract value of insert new $ amount as consideration for services/goods ordered under the contract for the current fiscal year Indicate Fiscal Year. The first sentence in Section enter section of the original contract is hereby modified accordingly. The amended total contract financial obligation including all previous amendments, option letters, etc. is insert new $ amount.

3) **Effective Date:** The effective date of this Option Letter is upon approval of the State Controller if exact date is required complete the following: enter date, and include the following: whichever is later.

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

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____

Date: _____

SAMPLE

GRANT FUNDING CHANGE LETTER

Date:	State Fiscal Year:	Grant Funding Change Letter (GFCL) #	CMS Routing #
			CORE Encumbrance #

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 words here if previous amendment(s), renewal(s) have been processed] between the State of Colorado, Department of Public Health and Environment and <insert contractor name> beginning <insert start date of original contract> and ending on <insert ending date of current contract amendment>, the undersigned commits the following funds to the Grant:

The amount of (federal, state, other) grant funds available and specified in Section of <insert previous contract modification number and routing number> is ☐ increased or ☐ decreased by $ amount of change to new total funds for the period <date to date> of $ <insert new period cumulative total> for the following reason: Section is hereby modified accordingly. The revised Budget is incorporated herein by this reference and identified as Revised Exhibit *. (if budget attached; delete sentence if no budget included.)
Complete the table below; insert/delete rows as needed.

The table below reflects the original budget and all modifications to the total since the effective date of the Original Contract.

SUMMARY OF CHANGES					
Document Type	**CMS Routing #**	**Funding Source** (federal, state, other)	**Period**	**Dollar Amount**	**Period Total**
Original Contract				$	$
				$	$
				$	$
				$	$
				$	$
			Contract Cumulative Grand Total	$	

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 <insert projected effective date>, whichever is later.

STATE OF COLORADO
John W. Hickenlooper, Governor
Department of Public Health and Environment

By: _____
Lisa McGovern
Purchasing and Contracting Section Director, CDPHE

_____
Date

PROGRAM APPROVAL
Colorado Department of Public Health and Environment

By: _____
INSERT-Name of Authorized Individual
INSERT-Official Title of Authorized Individual

_____
Date

In accordance with §24-30-202 C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Name of Agency Delegate-Please delete if contract will be routed to OSC for approval.

Effective Date: _____