AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Contract Amendment No. 3; CDPHE

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Contract Amendment No. 3 with Colorado Department of Public Health & Environment

Fiscal Impact:

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

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns, contract renewal included in the 2020 adopted budget. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 4/17/2020

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

Comments:
ok db 4/17/20

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 4/17/2020 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 4/17/2020

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

Agenda Date: 4/21/2020

Revised April 2015

COLORADO
Department of Public Health & Environment

AAAAAPKX2UX AAAAAPKX2UX

Cover Page for Faxing Documents to your DocuSign Envelope

1. Write the number of pages on the line below.
2. Fax the document and cover page to the appropriate number below:

U.S. and Canada:	+1 888 258 5388, +1 206 452 7455
London:	+44 330 822 0429
Singapore:	+65 3158 6882
Australia:	+61 280 155 634

From:	Matthew Birnie
Envelope Subject:	Request for Signature - CDPHE Contract 2018*1760 AMD 3 - CPED
Attachments to Fax:	
Envelope ID:	a3de66a6-3e8b-4108-9279-91856e8be568
Sender Account Name:	Colorado Department of Public Health and Environment
Number of Pages: (Including cover page)	_____

DocuSign Customer Support: https://support.docusign.com

Note:
Fax transmissions take approximately one minute per page faxed.
This page may only be used once. If you would like to fax again, you must print a new cover page.

AAAAAPKX2UX AAAAAPKX2UX

CONTRACT AMENDMENT #3

SIGNATURE AND COVER PAGE(S)

State Agency: **Colorado Department Of Public Health and Environment** **PSD - WWC** **4300 Cherry Creek Drive South** **Denver, Colorado 80246**	Original Contract Number: **18 FHLA 104210**
Contractor: **Board of County Commissioners of Gunnison County** **200 East Virginia Avenue** **Gunnison, Colorado 81230-2297** **For the use and benefit of the Gunnison County Department of Health and Human Services** **225 North Pine St., Suite E** **Gunnison, Colorado 81230-2333**	Amendment Contract Number: **2018*1760 Amendment #3**
Contract Performance Beginning Date: **January 01, 2018**	Current Contract Expiration Date: **June 29, 2021**

CONTRACT MAXIMUM AMOUNT TABLE

Document Type	Contract Number	Federal Funding Amount	State Funding Amount	Other Funding Amount	Term (dates)	Total
Original Contract	18 FHLA 104210	$965.00	$18,219.00	$0.00	1/01/2018 – 6/29/2018	$19,184.00
GFCL #1	18 FHLA 110106	$27,281.00	$3,804.00	$0.00	6/30/2018 – 6/29/2019	$31,085.00
Option Letter #1	2018*1760 Option Letter #1	- $2,245.60	- $5,951.40	$0.00	4/01/2019 – 6/29/2019	- $8,197.00
Contract Amendment #1	2018*1760 Amendment #1	$3,815.00	$17,942.00	$0.00	6/30/2019 – 6/29/2020	$21,757.00
Contract Amendment #2	2018*1760 Amendment #2	- $3,600.00	- $3,140.00	$0.00	10/31/2019 – 6/29/2020	- $6,740.00
Contract Amendment #3	2018*1760 Amendment #3	$100.00	$5,400.00	$0.00	6/30/2020 – 6/29/2021	$5,500.00
					Current Contract Maximum Cumulative Amount	$62,589.00

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

CONTRACTOR Board of County Commissioners of Gunnison County for the use and benefit of the Gunnison County Department of Health and Human Services	**STATE OF COLORADO** **Jared S. Polis, Governor** Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director
_____ By: Signature	_____ By: Signature
_____ Name of Person Signing for Contractor	_____ Name of Executive Director Delegate
_____ Title of Person Signing for Contractor	_____ Title of Executive Director Delegate
Date: _____	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: Signature

_____
Name of State Controller Delegate

_____
Title of State Controller Delegate

Contract Effective Date:_____

-- Signature and Cover Pages End --

1. PARTIES

This Amendment (the "Amendment") to the Original Contract shown on the Signature and Cover Page for this Amendment (the "Contract") is entered into by and between the Contractor, and the State.

2. TERMINOLOGY

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Contract shall be construed and interpreted in accordance with the Contract.

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown under the State Controller Signature. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred under this Amendment either before or after of the Amendment term shown in **§3.B** of this Amendment.

B. Amendment Term

The Parties' respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown under the State Controller Signature or **June 30, 2020**, whichever is later, and shall terminate on the termination of the Contract.

4. PURPOSE

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

The Parties now desire to renew for an additional term and change current Contract Maximum Total for the following reason: to renew the contract.

5. MODIFICATIONS

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

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

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

C. The Parties now agree to modify Exhibit H., Statement of Work of the agreement. Exhibit H., Statement of Work, is deleted and replaced in its entirety with Exhibit H., Statement of Work, attached to this Amendment for the following reason: to renew the contract.

DocuSign Envelope ID: A3DE66A6-3E8B-4108-9279-91856E8BE568

D. The Parties now agree to modify Revised Exhibit I., Budget of the agreement. Revised Exhibit I., Budget, is deleted and replaced in its entirety with Exhibit K., Budget, attached to this Amendment for the following reason: to renew the contract.

E. The Parties now agree to modify Revised Exhibit G., Additional Provisions of the agreement. Revised Exhibit G., Additional Provisions, is deleted and replaced in its entirety with Exhibit J., Additional Provisions, attached to this Amendment for the following reason: to renew the contract.

F. The Parties now agree to add Exhibit L., Federal Provisions – Colorado Cancer Prevention and Control for the following reason: to reflect changes to the federal award identification information.

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments or other modifications to the Contract, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Contract, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract or any prior modification to the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Contract to the extent that this Amendment specifically modifies those Special Provisions.

DocuSign Envelope ID: A3DE66A6-3E8B-4108-9279-91856E8BE568

EXHIBIT H

STATEMENT OF WORK
To Original Contract 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: Board of County Commissioners of Gunnison County for the use and benefit of the Gunnison County Department of Health and Human Services

II. Project Description:

This project serves to reduce cancer health disparities, and morbidity and mortality rates in Colorado. Cancer screening will increase by implementing one or more approved strategies (education and direct assistance, system changes, health navigation, CDPHE-funded screening procedures) to address cancer prevention and early detection in the Contractor's service area, depending on the needs of the underserved population served by and living within the service area.

People needing services in Colorado in the Contractor's service area will benefit from this project by receiving cancer screening prevention and early detection services. CDPHE is funding this project to meet the goal of reducing cancer health disparities, morbidity and mortality in Colorado by increasing cancer screening and early detection.

III. Definitions:

1. **CDPHE:** Colorado Department of Public Health and Environment.
2. **eCaST data system:** A program management and public health surveillance tool used by CDPHE to meet program reporting and documentation requirements.
3. **Health system**: Individual health clinic (includes provider-owned clinic), Federally Qualified Health Center (FQHC), community health center, hospital, hospital network for the use and benefit of a hospital within their network (may include hospital foundations), safety net clinic, rural health center, or a local public health agency.
4. **Individual or client-level data:** Data elements specific to each individual or client participating in the program.
5. **Health navigation:** Individualized assistance offered to clients to help overcome health care system barriers and facilitate timely access to quality screening and diagnostics as well as initiation of treatment services for persons diagnosed with cancer.
6. **Service area:** Geographic area served by the organization.
7. **Subpopulation:** Unique populations (example, uninsured or Hispanic) served by the organization for this project, as approved by CDPHE.

IV. Work Plan:

Goal #1: Reduce cancer health disparities, and morbidity and mortality rates, in Colorado.	
Objective #1: No later than the expiration date of the contract, improve prevention and early detection of cancer among underserved Coloradans served by and living within the service area of the Contractor.	
Primary Activity #1	The Contractor shall navigate eligible low-income women to timely and complete breast and cervical cancer screening procedures.

Sub-Activities #1	1. The Contractor shall provide health navigation for the group(s) of eligible low-income women as approved by CDPHE. 2. The Contractor shall enter client-level data on qualifying breast and cervical cancer screening procedures and health navigation services into the eCaST data system.
Primary Activity #2	The Contractor shall provide CDPHE-funded breast and cervical cancer screening procedures to eligible low-income women.
Sub-Activities #2	1. The Contractor shall enter data on qualifying procedures into the eCaST data system.
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 be guided by the annual CDPHE Cancer Prevention and Early Detection continuing application that identifies CDPHE-approved planned strategies. 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. 7. CDPHE will review and provide feedback of the CDPHE Cancer Prevention and Early Detection continuing application within 30 calendar days of the receipt. 8. The Contractor shall prepare for implementation of any new strategies approved by CDPHE during the annual CDPHE Cancer Prevention and Early Detection continuing application. 9. The Contractor shall attend a post-award orientation provided by CDPHE as well as other required meetings, trainings, webinars and telephone calls for the purpose of information-sharing, training, technical assistance and contract monitoring. 10. The Contractor shall notify CDPHE within 15 days of a change in key staff responsible for the performance of work outlined in this statement of work (SOW). 11. The Contractor shall have new staff members receive required training within two (2) months of hire. 12. The Contractor shall participate in CDPHE evaluation efforts. 13. The Contractor shall compile required evaluation and program monitoring data. 14. The Contractor shall submit all deliverables to CDPHE via the method indicated in the *CDPHE Cancer Prevention and Early Detection Program Manual.*

15. 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.
16. 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.
17. The Contractor shall use all CDPHE-required forms.
18. The Contractor shall submit all final reports as non-reimbursable deliverables.
19. The Contractor shall be guided by the annual CDPHE Cancer Prevention and Early Detection continuing application that identifies CDPHE-approved planned strategies. 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.
20. CDPHE will review and provide feedback of the CDPHE Cancer Prevention and Early Detection continuing application within 30 calendar days of the receipt.
21. The Contractor shall prepare for implementation of any new strategies approved by CDPHE during the annual CDPHE Cancer Prevention and Early Detection continuing application.
22. 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.
23. 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).
24. The Contractor shall have new staff members receive required training within two (2) months of hire.
25. The Contractor shall participate in CDPHE evaluation efforts.
26. The Contractor shall compile required evaluation and program monitoring data.
27. The Contractor shall submit all deliverables to CDPHE via the method indicated in the *CDPHE Cancer Prevention and Early Detection Program Manual.*
28. 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.

Clinical Services and Health Navigation Strategies:

1. The Contractor shall enter client-level data on qualifying breast and cervical cancer screening procedures and health navigation services into the eCaST data system no later than June 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. ***[This does not apply to Non-profit charitable organizations, 8 U.S.C. § 1642(d). In addition, Federally Qualified Health Centers (FQHCs) that are not solely government owned are also exempt from verifying lawful presence, 42 U.S.C. § 254b(b)(1).]*** 4. For Clinical Services only, the Contractor shall comply with the requirements for enrollment of eligible low-income women with an eligible breast or cervical cancer diagnosis into Health First Colorado's Breast and Cervical Cancer Treatment Program (BCCP). 5. For Clinical Services only, the Contractor shall offer clients printed resource and referral materials that direct them to the nearest community Medicaid and Connect for Health Colorado enrollment location(s), including online enrollment options. Printed resource materials for Medicaid and Connect for Health Colorado shall be available for clients with Limited English Proficiency (LEP). Contractors that routinely offer enrollment services onsite are exempt from this requirement because the services go beyond this minimum requirement. Information on enrollment resources, referral locations, LEP and outreach and promotional materials is incorporated and made a part of this contract by reference and is available on the following website www.cdphecancer.org.	
Expected Results of Activity(s)	1. Increased number of individuals screened for CDPHE-approved cancers. 2. Increased number of quality of CDPHE-approved cancer screenings provided within priority populations.	
Measurement of Expected Results	Analysis of programmatic data submissions, including progress reports, assessments, continuing applications and evaluation information.	
		Completion Date
Deliverables	1. The Contractor shall submit a CDPHE Cancer Prevention and Early Detection continuing application for the next funding year (June 30 through June 29) for CDPHE review and approval.	No later than 1/8 annually
	2. The Contractor shall submit final numbers (if applicable) and budget for CDPHE Cancer Prevention and Early Detection strategies for which the Contractor is funded for the next funding year (June 30 through July 1).	No later than 2/21 annually
	3. The Contractor shall submit progress reports using a CDPHE-provided template.	No later than 1/15 and 8/15 annually

V. Monitoring:

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the CDPHE Cancer Prevention and Early Detection Program Contract Monitor. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports and other fiscal and programmatic documentation as applicable.

DocuSign Envelope ID: A3DE66A6-3E8B-4108-9279-91856E8BE568

The Contractor's performance will be evaluated at set intervals and communicated to the contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

VI. Resolution of Non-Compliance:

The Contractor will be notified in writing within **15** calendar days of discovery of a compliance issue. Within **30** calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and timeline for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the timeline, the Contractor must email a request to the CDPHE Cancer Prevention and Early Detection Program Contract Monitor and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure timelines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the provisions of this contract.

EXHIBIT J

ADDITIONAL PROVISIONS
To Original Contract Number 18 FHLA 104210

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

1. To receive compensation under the Contract, the Contractor shall submit a signed Monthly Invoice Form. This form is a customized CDPHE Reimbursement Invoice Form that CDPHE will distribute to the Contractor annually. The Contractor may contact the CDPHE Program Manager to obtain additional copies of the invoice form. The invoice form is incorporated and made part of this Contract by reference. CDPHE will provide technical assistance in accessing and completing the form. The CDPHE Reimbursement Invoice Form and Expenditure Details page must be submitted no later than **forty-five (45)** calendar days after the end of the billing period for which services were rendered. Expenditures shall be in accordance with the Statement of Work and Budget.

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

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

   Unless otherwise provided for in the Contract, "Local Match", if any, shall be included on all invoices as required by funding source.

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

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

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

   a. Navigate eligible low-income women to timely and complete breast and cervical cancer screening procedures (Health Navigation); and/or,

   b. Provide CDPHE-funded breast and cervical cancer screening and/or diagnostic procedures (Clinical Services), to eligible clients.

   Colorectal cancer screening and diagnostic services are not eligible for Health Navigation or Clinical Services reimbursement.

   a. eCaST Data System

      Data entered into the electronic cancer surveillance and tracking (eCaST) data system are the basis for calculating reimbursement for each client receiving Health Navigation or Clinical Services. To be considered for payment, all Cancer Prevention and Early Detection Health Navigation and Clinical Services related cancer screening and diagnostic procedures shall be entered into eCaST within **thirty (30)** days of service being performed. Health Navigation or Clinical Services cases that exceed sixty (60) calendar days in screening length and negatively affect WWC's Performance Indicators may not be reimbursed at the discretion of the State. Reimbursement is determined by the clinical outcome of each case; therefore, cases must be clinically complete or administratively closed before reimbursement occurs. Contractors shall only be paid for cases that meet eligibility, performance, and data requirements. Based on performance, the Cancer Prevention and Early Detection Program may unilaterally change the groups of eligible clients who may be served with eCaST funding.

   b. Bundled Payment System (BPS)

The Contractor shall be paid for Health Navigation or Clinical Services to individual clients in accordance with rates as outlined in the Cancer Prevention and Early Detection Bundled Payment System for Health Navigation with or without the Clinical Services. This document is incorporated and made a part of this Contract by reference and is available on the following website at www.cdphecancer.org .

Rates may be revised or updated during the contract term. Reimbursement policies are defined in the Cancer Prevention and Early Detection Program Manual. This manual is located at the following website www.cdphecancer.org and is incorporated and made part of this Contract by reference.

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

c. Payment Procedures

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

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

Payment to the Contractor for eCaST is made from available funds encumbered through a General Accounting Encumbrance (GAE) and shared across multiple contractors. CDPHE may increase or decrease the total funds encumbered in the GAE at its sole discretion and without formal notice to the Contractor. No minimum payment is guaranteed to the Contractor. The liability of the State for such payments is limited to the encumbered amount remaining of such funds.

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

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

3. 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.

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

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

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

6. The State**,** at its discretion, shall have the option to increase or decrease the statewide quantity of Goods and/or Services based upon the rates established in this Contract, and modify 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 Contract.

7. 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 D**. The exercise of this right shall not be valid until it has been approved by the contractor.

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

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

9. If Contractor indicates full expenditure of funds under this Contract by March 29 of each grant year and the full expenditure does not occur, CDPHE has the option to reduce current or upcoming Contract by said amount or a percent deemed reasonable by CDPHE. CDPHE will notify the Contractor of the potential need to decrease the current or upcoming budget. If the Contractor indicates at a later date than March 29 of each grant year an expectation of surplus of funds or inability to fully expend said funds for unforeseen circumstances that Contractor had not anticipated by March 29, CDPHE will reallocate unspent funds without any penalties to the Contractor.

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

10. The Contractor shall request prior approval in writing from the Cancer Prevention and Early Detection Program for any modification to the expenditure cap for Health Navigation and Clinical Services to individual clients.

11. Contractor shall request prior approval in writing from the State for all modifications to the Statement of Work/Work Plan or for any modification to the direct costs in excess of twenty-five percent (25%) of the total budget for direct costs. Any request for modifications to the Budget in excess of twenty-five percent (25%) of the total budget for direct costs shall be submitted to the State at least ninety (90) days prior to the end of the contract period and may require an amendment in accordance with *General Provisions*, Section 16, *Contract Modifications*, of this Contract.

12. All data collected, used or acquired shall be used solely for the purposes of this Contract. The Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell, or otherwise make known any such data to unauthorized persons without the express prior written consent of the State or as otherwise

DocuSign Envelope ID: A3DE66A6-3E8B-4108-9279-91856E8BE568

required by law. This includes a prior written request by the Contractor to the State for submission of abstracts or reports to conferences, which utilize data collected under this Contract.

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

13. 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).

14. The Contractor agrees to provide services to all Program participants and employees in a smoke-free environment in accordance with Public Law 103227, also known as “the ProChildren Act of 1994", (Act). Public Law 103227 requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee.

15. Notwithstanding the terms contained in the *General Provisions*, Section 10, *Confidential or Proprietary Information*, Contractor shall protect the confidentiality of all applicant or recipient records and other materials that are maintained in accordance with this Contract. Except for purposes directly connected with the administration of this Contract, no information about or obtained from any applicant or recipient shall be disclosed in a form identifiable with the applicant or recipient without the prior written consent of the applicant or recipient, or the parent or legal guardian of a minor applicant or recipient with the exception of information protected by Colorado Statute as it applies to confidentiality for adolescent services in which case the adolescent minor and not the parent or legal guardian must provide consent or as otherwise properly ordered by a court of competent jurisdiction. Contractor shall have written policies governing access, duplication, and dissemination of all such information. Contractor shall advise its employees, agents, servants, and any subcontractors that they are subject to these confidentiality requirements.

16. 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.

17. The State of Colorado, specifically the Colorado Department of Public Health and Environment, shall be the owner of all equipment as defined by Federal Accounting Standards Advisory Board (FASAB) Generally Accepted Accounting Principles (GAAP) purchased under this Contract. At the end of the term of this Contract, the State shall approve the disposition of all equipment.

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

COLORADO
Department of Public Health & Environment

PREVENTION SERVICES DIVISION- 12 MONTH BUDGET WITH JUSTIFICATION FORM

Contract Routing # CT-2018*1760, Amendment #3

Contractor Name	Gunnison County	**Program Contact Name, Title, Phone and Email**	Kim Bemis Health Educator 970-641-7911 kbemis@gunnisoncounty.org
Budget Period	06/30/2020 - 06/29/2021	**Fiscal Contact Name, Title, Phone and Email**	Jody Wise 970-641-4649 jwise@gunnisoncounty.org
Project Name	Cancer Prevention and Early Detection (CPED): Health Navigation and Clinical Services (HNCS)	**Contract (CT or PO) Number**	CT FAAA FHLA 201800001760

Expenditure Categories

Personal Services
Salaried Employees

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

Personal Services
Hourly Employees

Position Title	Description of Work	Hourly Wage	Hourly Fringe	Total # of Hours on Project	Total Amount Requested from CDPHE
Patient Navigator	This position will participate in required trainings and webinars and other program related activities.	$ 28.90	$ 10.76	52.0	$ 2,062.32
Clinical Advisor-RN	This position will participate in required trainings and webinars and other program related activities.	$ 34.56	$ 12.44	26.0	$ 1,222.00
					$ -
				Total Personal Services (including fringe benefits)	**$ 3,284.32**

Supplies & Operating Expenses

Item	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE
Registration	Registration for staff to attend relevant trainings and Colorado Health Navigator Assessment for health navigators.	$ 500.00	1.00	$ 500.00
Operating/supplies	For HNCS Non-eCaST. Allowable purchase of supplies/operating items listed on the Health Navigation and Clinical Services allowable purchase document on the Cancer Prevention and Early Detection website: https://www.colorado.gov/pacific/cancerplan/invoicing-and-fiscal-management	$ 150.00	1.00	$ 150.00
				$ -

PREVENTION SERVICES DIVISION- 12 MONTH BUDGET WITH JUSTIFICATION FORM

Contract Routing # CT-2018*1760, Amendment #3

Contractor Name	Gunnison County	**Program Contact Name, Title, Phone and Email**	Kim Bemis Health Educator 970-641-7911 kbemis@gunnisoncounty.org
Budget Period	06/30/2020 - 06/29/2021	**Fiscal Contact Name, Title, Phone and Email**	Jody Wise 970-641-4649 jwise@gunnisoncounty.org
Project Name	Cancer Prevention and Early Detection (CPED): Health Navigation and Clinical Services (HNCS)	**Contract (CT or PO) Number**	CT FAAA FHLA 201800001760

			Total Supplies & Operating	**$ 650.00**
Travel				
Item	**Description of Item**	**Rate**	**Quantity**	**Total Amount Requested from CDPHE**
Meals	For HNCS Non-eCaST. Per diem for meals for staff to attend in-person training and meetings and to travel to other community and clinic locations as needed. Per diem is $66 per person per day.	$ 66.00	4.0	$ 264.00
Mileage	For HNCS Non-eCaST. Mileage for staff to attend in-person training and meetings and to travel to other community and clinic locations as needed. Current mileage reimbursement rate is $.55/mile.	$ 0.55	458.00	$ 251.90
Lodging	For HNCS Non-eCaST. Lodging for 1-2 staff to attend in-person training and meetings and to travel to other community and clinic locations as needed. Estimated 2 people @ $150/night.	$ 150.00	3.00	$ 450.00
Participant travel expenses	For HNCS Non-eCaST. Taxi, Uber, Lyft or gas cards 4 x $25 to assist participants in traveling to health system for screening.	$ 25.00	4.00	$ 100.00
				$ -
			Total Travel	**$ 1,065.90**
Contractual				
Subcontractor Name	**Description of Item**	**Rate**	**Quantity**	**Total Amount Requested from CDPHE**
				$ -
			Total Contractual	**$ -**
			SUB-TOTAL OF DIRECT COSTS	**$ 5,000.22**

PREVENTION SERVICES DIVISION- 12 MONTH BUDGET WITH JUSTIFICATION FORM

Contract Routing # CT-2018*1760, Amendment #3

Contractor Name	Gunnison County	**Program Contact Name, Title, Phone and Email**	Kim Bemis Health Educator 970-641-7911 kbemis@gunnisoncounty.org
Budget Period	06/30/2020 - 06/29/2021	**Fiscal Contact Name, Title, Phone and Email**	Jody Wise 970-641-4649 jwise@gunnisoncounty.org
Project Name	Cancer Prevention and Early Detection (CPED): Health Navigation and Clinical Services (HNCS)	**Contract (CT or PO) Number**	CT FAAA FHLA 201800001760

Indirect		
Item	**Description of Item**	**Total Amount Requested from CDPHE**
CDPHE-Negotiated Indirect Cost Rate	Gunnsion County has opted take 10% rather than the County's rate of 25.54% MDTC.	$ 499.78
	Total Indirect	**$ 499.78**
	TOTAL	**$ 5,500.00**

DocuSign Envelope ID: A3DE66A6-3E8B-4108-9279-91856E8BE568

Exhibit L

Federal Provisions - Colorado Cancer Prevention and Control

For the purposes of this Exhibit only, Contractor is also identified as "Subrecipient." This Contract has been funded, in whole or in part, with an award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions for Federal Awards, the Special Provisions, the Contract or any attachments or exhibits incorporated into and made a part of the Contract, the Supplemental Provisions for Federal Awards shall control. In the event of a conflict between the Supplemental Provisions for Federal Awards and the FFATA Supplemental Provisions (if any), the FFATA Supplemental Provisions shall control.

1) **Federal Award Identification.**

a. Subrecipient: Board of County Commissioners of Gunnison County for the use and benefit of the Gunnison County Department of Health and Human Services
b. Subrecipient DUNS number: 133115220
c. The Federal Award Identification Number (FAIN) is NU58DP006347 .
d. The Federal award date is TBD .
e. The subaward period of performance start date 06/30/2017and end date is 06/29/2022.
f. Federal Funds:

Federal Budget Period	Total Amount of Federal Funds Awarded	Amount of Federal Funds Obligated to CDPHE
6/30/2020 - 6/29/2021	$14,321,376.00	$3,684,941.00

g. Federal award title of project or program: Colorado Cancer Prevention and Control.
h. The name of the Federal awarding agency is: **Department of Health and Human Services, Centers for Disease Control and Prevention** and the contact information for the awarding official is Karen Boone; the name of the pass-through entity is the State of Colorado, Department of Public Health and Environment (CDPHE), and the contact information for the CDPHE official is Ms. Erin Ulric.
i. The Catalog of Federal Domestic Assistance (CFDA) number is **93.898** and the grant name is Cancer Prevention and Control Programs for State, Territorial and Tribal Organizations
j. This award is not for research & development.
k. Subrecipient is not required to provide matching funds. In the event the Subrecipient is required to provide matching funds, Section 8 of this Attachment applies.
l. The indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR §200.414 Indirect (F&A) costs) is pre-determined based upon the State of Colorado and CDPHE cost allocation plan.

2) Subrecipient shall at all times during the term of this contract strictly adhere to the requirements under the Federal Award listed above, and all applicable federal laws, Executive Orders, and implementing regulations as they currently exist and may hereafter be amended.

3) Any additional requirements that CDPHE imposes on Subrecipient in order for CDPHE to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, are stated in the Exhibits.

4) Subrecipient's approved indirect cost rate is as stated in the Exhibits.

5) Subrecipient must permit CDPHE and auditors to have access to Subrecipient's records and financial statements as necessary for CDPHE to meet the requirements of 2 CFR §200.331 Requirements for pass-through entities, §§ 200.300 Statutory and National Policy Requirements through §200.309 Period of performance, and Subpart F—Audit Requirements of this Part.

6) The appropriate terms and conditions concerning closeout of the subaward are listed in Section 16 of this Attachment.

7) **Performance and Final Status.** Subrecipient shall submit all financial, performance, and other reports to CDPHE no later than 45 calendar days after the period of performance end date or sooner termination of this Contract containing an evaluation and review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.

8) **Matching Funds.** Subrecipient shall provide matching funds as stated in the Exhibits. Subrecipient shall have raised the full amount of matching funds prior to the Effective Date and shall report to CDPHE regarding the status of such funds upon request. Subrecipient's obligation to pay all or any part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purposes of this Contract by the authorized representatives of the Subrecipient and paid into the Subrecipient's treasury or bank account. Subrecipient represents to CDPHE that the amount designated as matching funds has been legally appropriated for the purposes of this Contract by its authorized representatives and paid into its treasury or bank account. Subrecipient does not by this Contract irrevocably pledge present cash reserves for payments in future fiscal years, and this Contract is not intended to create a multiple-fiscal year debt of the Subrecipient. Subrecipient shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Subrecipient's laws or policies.

9) **Record Retention Period.** The record retention period previously stated in this Contract is replaced with the record retention period prescribed in 2 CFR §200.333.

10) **Single Audit Requirements.** If Subrecipient expends $750,000 or more in Federal Awards during Subrecipient's fiscal year, Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.

11) **Contract Provisions**. Subrecipient shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Contract:

a. Office of Management and Budget Circulars and The Common Rule for Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, as applicable;
b. when required by Federal program legislation, the "Davis-Bacon Act", as amended (40 U.S.C. 3141-3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction");
c. when required by Federal program legislation, the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building of Public Work Financed in Whole or in Part by Loans or Grants from the United States").

DocuSign Envelope ID: A3DE66A6-3E8B-4108-9279-91856E8BE568

d. 42 U.S.C. 6101 *et seq.*, 42 U.S.C. 2000d, 29 U.S.C. 794 (regarding discrimination);
e. the "Americans with Disabilities Act" (Public Law 101-336; 42 U.S.C. 12101, 12102, 12111 - 12117, 12131 - 12134, 12141 - 12150, 12161 - 12165, 12181 - 12189, 12201 - 12213 and 47 U.S.C. 225 and 47 U.S.C. 611);
f. when applicable, the Contractor shall comply with the provisions of the "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (Common Rule);
g. 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.
h. Contractor shall comply with the provisions of Section 601 of Title VI of the Civil Rights Act of 1964, as amended.
i. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 comply with the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity: (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
j. where applicable, Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).
k. if the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into an agreement with a small business firm or nonprofit organization, comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
l. the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.
m. if applicable, comply with the mandatory standards and policies on energy efficiency contained within the State of Colorado's energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. 6201.
n. the Contractor and all principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; the Contractor and all principals shall comply with all applicable regulations pursuant to Executive Order 12549 (3 CFR Part 1986 Comp., p. 189) and Executive Order 12689 (3 CFR Part 1989 Comp., p. 235), Debarment and Suspension; and,
o. the Contractor shall comply where applicable, the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

12) **Compliance.** Subrecipient shall comply with all applicable provisions of The Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), including but not limited to these Supplemental Provisions for Federal Awards. Any revisions to such provisions automatically shall become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. CDPHE may provide

DocuSign Envelope ID: A3DE66A6-3E8B-4108-9279-91856E8BE568

written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

13) **Procurement Procedures.** Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, §§200.318 through 200.326 thereof.

14) **Certifications.** Unless prohibited by Federal statutes or regulations, CDPHE may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis (2 CFR §200.208). Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to CDPHE at the end of the Contract that the project or activity was completed or the level of effort was expended. 2 CFR §200.201(b)(3). If the required level of activity or effort was not carried out, the amount of the Contract must be adjusted.

15) **Event of Default.** Failure to comply with the Uniform Guidance or these Supplemental Provisions for Federal Awards shall constitute an event of default under the Contract pursuant to 2 CFR §200.339 and CDPHE may terminate the Contract in accordance with the provisions in the Contract.

16) **Close- Out.** Subrecipient shall close out this Contract within 45 days after the End Date. Contract close out entails submission to CDPHE by Subrecipient of all documentation defined as a deliverable in this Contract, and Subrecipient's final reimbursement request. If the project has not been closed by the Federal awarding agency within 1 year and 45 days after the End Date due to Subrecipient's failure to submit required documentation that CDPHE has requested from Subrecipient, then Subrecipient may be prohibited from applying for new Federal awards through the State until such documentation has been submitted and accepted.

17) **Erroneous Payments.** The closeout of a Federal award does not affect the right of the Federal awarding agency or CDPHE to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the record retention period.

EXHIBIT END