STATEMENT OF WORK
To Contract/Task Order/Interagency Contract/Intergovenment Agreement Dated **//**** - Contract Routing Number ** *** ***** - Contract Amendment Routing Number ** *** *****

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

I. Project Description:

Project Period: June 30, 2012 through June 29, 2013.

Background: The WOMEN'S WELLNESS CONNECTION (WWC) program provides low-income, uninsured and underserved women demonstrating lawful presence in Colorado access to timely, high-quality screening and diagnostic services to detect breast and/or cervical cancer at the earliest stages. It is a state-run program funded by the National Breast and Cervical Cancer Early Detection Program (NBCCEDP), which is administered through the Centers for Disease Control and Prevention (CDC), and Amendment 35 Tobacco Tax state funds. Services are available across Colorado.

Direct Beneficiaries: Direct beneficiaries are women residing in Colorado who are uninsured or underinsured; and who meet age, income and lawful presence requirements of the program. Target populations include women of diverse ethnic backgrounds, women living in geographically isolated and medically underserved areas, those who are rarely or never screened for breast and/or cervical cancer, and women between the ages of 50-64 for screening mammograms.

Project Goals:

1. To deliver quality breast and cervical cancer screening and diagnostic services.
2. To provide women with an abnormal screening with quality case management services.
3. To provide these services at Medicare rates.

II. Definitions:

Breast Cancer Screen – Standard testing performed to determine the presence or non-presence of breast cancer. Standard screening tests include a clinical breast exam (CBE) and a mammogram.

Bundled Payment System – Reimbursement system developed and administered by the WWC Program. Reimbursement within this system is provided at the end of the case and at increasing levels depending on case complexity.

Cervical Cancer Screen – Standard testing performed to determine the presence or non-presence of cervical cancer. The standard screening tests are a Pap test and pelvic exam.

Contractor – Agency responsible for signing and administering this contract.

Definitive Diagnosis – The final point in cancer screening care where it is determined whether a woman has or does not have breast or cervical cancer. This information is usually obtained after diagnostic services have been rendered.

Diagnostic Testing – Further testing used when a definitive diagnosis is unable to be determined by the results of prior screening tests.

eCaST – An electronic database system the WWC Program uses to track women screened, administer payment to contractors for services performed and for report data to the CDC.

Lost to Follow Up – Clients screened within the program are considered to be lost to follow up when the Contractor has contacted the client three times, once by certified letter, before ending case management efforts. Evidence of these contacts should be part of the client's medical record.

Network – Any provider site that works under the contractor name and receives fiscal and administrative assistance to do business.

Progress Report – A report that provides meeting standard (green), close to standard (yellow) and far from standard (red) performance ratings on various deliverables in this scope of work. This report is generated by WWC on a quarterly basis and shared with Contractors individually. This report may be used as the basis for determining Contract Monitoring System ratings, funding decisions, and implementation of performance improvement plans. Three or more far from standard (red) ratings on this report will cause a Contractor to receive a below standard rating in the deliverables section of the Contract Monitoring System worksheet.

Refused – Clients screened within the program are considered to be refusing care if they choose not to complete follow up care that is recommended for them. This refusal may occur verbally or in writing. Documentation of this refusal should be kept in the client's medical record.

Subcontractor – An entity in the community that provides services for the Contractor that the Contractor cannot perform onsite. Agreements are made between the Contractor and the subcontractor directly; WWC is not involved in these negotiations or agreements. WWC is not responsible for reporting to or providing reimbursement for any services to subcontracted entities.

An additional Acronym list will be included with the Additional Provisions (Exhibit A).

III. Performance Requirements/Deliverables:

Under this arrangement, the contractor shall provide and perform the following:

1. <u>Administration:</u>

a. Contact information must be updated annually to start work under this contract. An Agency & Site Contact Form shall be sent to the Contractor by the State; the Contractor must complete and submit the form by June 30, 2012 in order to start work under this contract.
   i. All staff changes during the contract year must be reported to the WWC within fifteen (15) calendar days.

b. Security access to eCaST must be renewed annually to start work under this contract. An eCaST Renewal Form shall be sent to the Contractor by the State; the Contractor must complete and submit the form by June 30, 2012 in order to start work under this contract.

c. If applicable, the Contractor must maintain a network of subcontractors and submit an updated list of these subcontractors annually to start work under this contract. A Subcontractor Form shall be sent to the Contractor by the State; the Contractor must complete and submit the form by June 30, 2012 in order to start work under this contract.
   i. All subcontractor changes during the contract year must be reported to the WWC within fifteen (15) calendar days.

d. The Contractor must identify and support a WWC Coordinator, Contacts Description document is located at: **<u>http://womenswellnessconnection.org/sowfy13appendices.html</u>**.
   i The role of the WWC coordinator will be the point of contact between the Contractor and WWC and will be considered the lead for the program at the agency level.
   ii It is expected that the WWC coordinator will promote and distribute the communication of updates, policy changes, trainings, conference calls, progress reports, etc. throughout the Contractor and to necessary staff.
   iii It is expected that the WWC coordinator will be responsible for ensuring that deliverables in this scope of work are achieved.

e. The Contractor must identify and support an eCaST Coordinator, Contacts Description document is located at: **<u>http://womenswellnessconnection.org/sowfy13appendices.html</u>**. The role of the eCaST coordinator is to ensure that all information about clients screened under the WWC Program is entered into eCaST.
   a. It is expected that the eCaST coordinator will maintain data in eCaST that is up-to-date and meets eCaST-specific Performance Indicators. Specific eCaST reports should be run and cleaned on a regular basis, guidance on running these reports is provided in the eCaST Reports Quick Reference located at: **<u>http://womenswellnessconnection.org/sowfy13appendices.html</u>.**
   b. Respond to biannual Minimum Data Element (MDE) clean-up activities within the deadline specified by WWC.
   c. The WWC Coordinator role and eCaST Coordinator roles may be filled by the same person at each Contractor.

f. The Contractor must identify and support a Clinical Liaison, Contacts Description

document is located at: **http://womenswellnessconnection.org/sowfy13appendices.html**.

ii. The clinical liaison must be a nurse (RN) or preferably a nurse practitioner, physician's assistant or physician.

iii. Receive and disseminate information on clinical policy changes and implementation of clinical guidelines to all clinical staff involved with the program.

iv. Ensure that program clinical guidelines and policies are understood and implemented by all clinical staff involved with the program.

v. Attend 100% of WWC clinical webcasts or review a recorded version at a later time. Disseminate information shared from webcasts with the Contractor's clinical staff.

2. Network:

a. Contractors are strongly encouraged to perform basic breast and cervical cancer screening services on-site. These basic screening services include clinical breast exams, pelvic exams and Pap tests.

b. For services that cannot be provided on-site, the Contractor must maintain a network of subcontractors to ensure that all steps involved in the breast and cervical screening and diagnostic process can be performed within 60 days of the first abnormal finding. All services referenced on the Current Procedural Technology (CPT) code list, information is located at: **http://womenswellnessconnection.org/sowfy13appendices.html**, should be provided via the Contractor, or through a subcontractor agreement.

c. Subcontracts must be secured with local providers to the extent possible. Women should not be required to travel more than 60 miles for any service unless a highly specialized service (breast surgery, stereotactic biopsy, etc.) is required and is not available at any facility in that radius.

d. Subcontractors:

Service performed by subcontractors shall:

1. Be performed in an outpatient setting to the extent possible.
2. Not exceed the Medicare reimbursement rate as established in the annual CPT code list**.** This list is typically updated during the first few months of the calendar year, however, rates in the CPT code list that is included as part of this scope of work shall be the rates that Contractors use through the entire fiscal year.
3. Only perform and charge the Contractor for procedures in the CPT code list.
4. Not be charged to WWC eligible women unless services are performed that are not on the CPT code list. If services outside of the CPT code list are required, arrangements for completing and paying for services should be specified in the subcontractor agreement. Women may be charged for services outside the CPT code list, but should be notified before services are performed and be told how much they will cost.
5. Be agreed upon in writing through the use of a signed contract or memorandum of understanding which includes the Period of service.

3. Enrollment:

a. The contractor must ensure that women screened under the WWC program:

i Meet WWC Program Eligibility Criteria, document located at:

(http://womenswellnessconnection.org/sowfy13appendices.html).

ii Eligibility guidelines may be updated during the period this scope of work is in effect. When new eligibility guidelines are adopted for implementation by the WWC, the Contractor will be notified and responsible for implementing necessary changes to the Contractor workflow by a date determined by WWC.

iii Provide eligibility screenings and referrals in Spanish or other languages as requested.

b. Meet Lawful Presence Requirements. This requirement is met for each client by:

i Annually obtaining a signed lawful presence affidavit, a sample and information is located at: **http://womenswellnessconnection.org/sowfy13appendices.html**, and incorporated herein by this reference and keeping a copy in the patient's medical record before services are rendered.

ii Annually verifying required documentation for proof of lawful presence according to Department of Revenue guidelines: http://www.colorado.gov/cs/Satellite/Revenue-Main/XRM/1216289012112.

iii Document verification of lawful presence on the WWC Patient History Form located at: **http://womenswellnessconnection.org/sowfy13appendices.html** and in eCaST for each woman the Contractor will be requesting reimbursement.

1. The "Verified Legal Presence" box must be checked in the electronic record in eCaST.
2. Failure to document in eCaST will result in non-payment of all services rendered.
3. If documents used to verify lawful presence expire within the year following the original screening and the client is seeking additional services through the program, the Contractor is responsible for updating such documents before additional services are rendered.

4. Billing and Reimbursement:

a. The Contractor shall only request reimbursement from the WWC for a case that meets eligibility, timeliness, performance and data requirements.

b. Reimbursement is determined by the outcome of the case, therefore, cases must be clinically complete before reimbursement occurs. Reimbursement will occur according to the WWC Bundled Payment System located at: **http://womenswellnessconnection.org/sowfy13appendices.html**, and incorporated herein by this reference. Rates may be revised or updated during the period this scope of work is in effect. If changes are required to the Bundled Payment System, the Contractor will be notified at least thirty (30) days prior.

c. Cases may not be paid if:

i. They are abnormal and they exceed sixty (60) days in screening length.

ii. Procedures are entered into eCaST thirty (30) days or more after being performed.

iii. The data is not entered completely or accurately into the eCaST data system.

d. Cases closed in eCaST as Lost to Follow-Up or Refused will be paid at the highest level achieved as long as evidence of contact attempts is documented in the case management module of eCaST.

e. It is expected that if a Contractor enrolls a client in WWC and provides initial cancer

screening services, the same Contractor will be responsible for entering all data in eCaST and assuring that clinically appropriate follow-up care is completed through case management services. The WWC program will only pay one Contractor for services provided.

f. The WWC program only provides reimbursement for each client's clinically complete case once per fiscal year. Short-term follow-up that occurs within the same fiscal year is not reimbursed.

g. Women eligible for WWC may be enrolled in the program at any point in their screening or diagnostic cancer screening care prior to biopsy. Women should be enrolled and noted as "referred in for diagnostics" in eCaST. Once all data is entered and the case in clinically complete, cases will be reimbursed based on the difference between screening and diagnostic level achieved in the bundled payment system.

h. It is expected that reimbursement will cover costs associated with:
   - i Enrollment of women into the WWC Program;
   - ii Cancer screening services, as outlined in the Current Procedural Technology (CPT) code list located at: **http://womenswellnessconnection.org/sowfy13appendices.html)**;
   - iii Patient navigation and case management services;
   - iv Entry of all information into eCaST; and
   - v Administrative procedures to place women with a positive diagnosis of breast and/or cervical cancer into the Medicaid Program.

i. Data entered into eCaST are the basis for calculating reimbursement for each client screened.

j. One reimbursement check for all completed screenings that have met data and quality standards will be sent to the Contractor each month.
   - i. WWC will generate Contractor grant activity statements based on data entered into eCaST each month on the 15th or next business day thereafter.
   - ii. WWC will generate the final grant activity statement on the last business day in July. Cases that were clinically complete by June 29th, that are not entered, or not entered correctly, into eCaST by the last business day in July will not be paid by WWC.

5. <u>Service Delivery:</u>

a. The Contractor shall follow and utilize all policies and guidelines according to the WWC Provider Toolkit located on the internet at: https://docs.google.com/file/d/0B9UrHzcBKK4hOTZlNmI3YmYtZGY3MS00NzU3LWIyZTQtY2Y4YzhmZTIxMzU0/edit?hl=en_US
   - i. The Provider Toolkit may be updated during the period this scope of work is in effect. When new documents/policy/guidelines or toolkit directives are adopted for implementation, the Contractor will be notified and responsible for implementing necessary changes by a date determined by the WWC.
   - ii The Contractor shall implement the most current American Society for Colposcopy and Cervical Pathology (ASCCP) consensus guidelines for cervical cancer screening services and the California Department of Health Services Breast Cancer Diagnosis Algorithms for breast cancer screening services unless otherwise notified by the WWC program.

b. All clients screened through WWC must be assessed for smoking status an provided with referrals to the Quitline per the WWC Tobacco Use Assessment Policy located at: **http://womenswellnessconnection.org/sowfy13appendices.html**

6. Case Management

a. Case management services are required for every client with an abnormal screening in the program. Within the Bundled Payment System, Contractors are reimbursed for case management services depending on the outcome or complexity of the case.

b. Case management services are provided through a wide range of intervention types including but not limited to phone calls, letters, certified letters, clinic visits, social media and home visits.

c. In order to receive reimbursement for case management services, Contractors must do the following:
   i. Notify the patient of an abnormal result within two (2) weeks of the procedure
   ii. Use WWC approved algorithms to determine next steps
   iii. Assess clients for barriers to completing recommending diagnostic tests
   iv. Actively schedule diagnostic appointments on the patient's behalf. This may be completed directly by the Contractor or by the subcontractor. Clients should not be given a referral list and asked to schedule their own appointments.
   v. Implement the WWC Lost to Follow Up Policy located at: **http://womenswellnessconnection.org/sowfy13appendices.html**)

d. The following case management services should be offered on an as needed basis:
   i. Accompany clients to appointments
   ii. Arrange for qualified interpreter
   iii. Coordinate clinical care
   iv. Make referrals to other health care services
   v. Provide patient education, advocacy and/or coaching
   vi. Work with patient's support system/family
   vii. Provide emotional support

e. Clinical aspects of case management should be provided by licensed health care providers in good standing to provide healthcare in the state of Colorado.

7. Performance Standards:

a. The WWC program will conduct Contract Management System performance ratings three (3) times per year.

b. The WWC program will conduct an annual contract monitoring assessment for each Contractor before June 30, 2012. Contractors with high risk assessments may be required to have additional contract monitoring practices put into place.

c. The contractor will meet or exceed WWC performance benchmarks. These performance benchmarks are reported to Contractors on a quarterly basis with WWC Progress Reports, a Progress Report Sample is located at: **http://womenswellnessconnection.org/sowfy13appendices.html**.
   i. Contractors receiving three or more "far from standard (red)" ratings for a period of six (6) months or more will be given a below standard rating on the Contract Management System report.
   ii. Contractors who receive a below standard will be contacted by the WWC

within two (2) weeks and may be placed under a performance improvement plan.

iii. The performance improvement plan will have expectations set by the WWC with time frames for completion.

1. Contractors are responsible for developing and implementing a quality improvement plan to meet expectations.
2. Unmet expectations may result is cancellation or limitation of the contract.

8. <u>Site Visits:</u>

a. The WWC will perform site visits to Contractors as needed. The purpose of a WWC site visit is to provide, promote and ensure quality breast and cervical cancer screenings in Colorado at local agencies by focusing on administrative and management functions and clinical oversight.

b. Selection of contractors to visit is based on, but not limited to, the following:

i. WWC Progress Reports;
ii. eCaST data reports,
iii. Technical assistance needs;
iv. Adherence to this scope of work;
v. Participation in program trainings, conference calls and webinars; and
vi. Ability to refer positively diagnosed women to Medicaid treatment.

c. Site visits will include, but not be limited to:

i. Completion of the WWC site visit prep tool;
ii. Chart audit;
iii. Review of subcontractor agreement(s);
iv. Review of program administration and program management;
v. Review of clinical services and case management activities; and
vi. Implementation of a corrective action plan for agencies not meeting two or more performance indicators for a period of six (6) months or more prior to the site visit

d. WWC will provide a final report to the contractor within thirty (30) days of the visit.

9. <u>eCaST System:</u>

a. WWC staff, (WWC Current Staff Listing located at: **<u>http://womenswellnessconnection.org/sowfy13appendices.html</u>**) will provide training on the eCaST system to the Contractor, its administration staff, fiscal staff and provider site staff unless otherwise approved by the program.

i. Any changes to Contractor staff responsible for WWC data entry must be reported to the Department within fifteen (15) days.
ii. New data entry staff must be trained by WWC on eCaST within thirty (30) days of hire, unless otherwise approved by the program.

10. <u>Communication:</u>

a. When corresponding with the WWC Staff, Contractors must use all privacy and security measures to protect the client's personal health information.

i. Accepted forms of communication include:

1. WWC identification number used in unencrypted email conversations;
2. Mail or fax clearly marked "Confidential" ;
3. HIPAA compliant files transmitted via secure File Transfer Protocol (FTP) sites; and
4. Secure encrypted email.

ii. If a Contractor intends to use data from eCaST for publications, conference presentations, and/or research projects, the Contractor must notify and receive prior approval from the WWC Program.

iii. WWC will include the Contractor in all relevant program communications that may impact the success of this contract, including:

1. eConnect;
2. eCaST Broadcast messages;
3. Special announcements to WWC providers; and
4. Other communications.

b. Contractor staff will respond to WWC emails, voicemails and faxes within 72 hours unless otherwise specified.

c. Contractors are encouraged to contact WWC staff at any time with program questions or needs.

11. <u>Training</u>

a. At least one representative from the Contractor and/or its network provider sites must attend meetings or conference calls hosted by WWC staff or review meeting minutes or a recorded version at a later time to ensure compliance with this contract.

i. The Contractor will attend WWC sponsored conference calls, meetings and trainings, including but not limited to:

1. 50% of WWC monthly Health Improvement Team (HIT) calls;
2. 50% of bimonthly eCaST Users Group Conference Calls;
3. 100% of WWC clinical webinars; and
4. Other meetings and trainings upon request.

ii. WWC will attend conference calls and meetings as needed and upon special request of the Contractor.

12. <u>Medicaid Treatment for WWC Women Diagnosed with Cancer</u>

a. The Contractor will ensure enrollment of eligible women with a positive diagnosis of breast or cervical cancer into the Breast and Cervical Cancer Medicaid Program through the following specific procedures:

i. Using of the Step Enrollment Process, information located at: (**<u>http://womenswellnessconnection.org/sowfy13appendices.html</u>**.

ii. Submitting initial completed paperwork to WWC within five (5) business days of cancer diagnosis. The initial paperwork includes:

- WWC Personal History form;
- WWC Rules Form;
- Lawful Presence affidavit; and
- Pathology report confirming the diagnosis.

iii. Completing eCaST data entry within twenty-four (24) hours of diagnosis.

iv. Submitting final completed paperwork to WWC within five (5) business days of

receiving approval for presumptive eligibility. This final paperwork includes:
- Medicaid application signature page; and
- Presumptive eligible form.

v. Submitting complete Medicaid application to local Social Service agencies within fifteen (15) days after diagnosis.

b. Documents used in the process of enrolling women into Medicaid for treatment may be updated during the period this scope of work is in effect. When new documents are adopted for implementation by WWC, the Contractor will be notified and responsible for implementing necessary changes by a date determined by the WWC.

13. **Budget Management**

a. Each Contractor receives a capped funding amount that they can use to provide services under the WWC program each fiscal year. Once this funding cap has been reached, the WWC program will not pay for any additional expenses incurred by the Contractor.

b. The capped funding amount is determined based on a competitive application process that will take place each spring prior to the start of the fiscal year. Funding amounts will be adjusted based on the results of this competitive application process. If a Contractor does not submit and competitive application for funding by the specified deadline, no additional will be allocated to that Contractor during the fiscal year.

c. Contractors are responsible for management of funds including:

i. Ensuring that all funds are fully spent by the end of the contract period;

ii. Running eCaST report #81 – Screening Budget Tracking – monthly (after the 15th of the month) to determine spending status; and

iii. Making programmatic changes as needed to adjust spend rate.

c. Changes to basic eligibility requirements of the program may not be made by the Contractor without WWC approval including:

i. Age requirements;

ii. Income requirements;

iii. Insurance status; and

iv. Legal presence requirements.

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

IV. Monitoring:

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the Program's Women's Wellness Connection Unit Manager. Methods used will include review of documentation reflective of performance to include quarterly progress reports and site visits, CMS Reports, eCaST data and surveys. 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.

V. Resolution of Non-Compliance:

The Contractor will be notified in writing within **thirty (30) calendar days** of discovery of a compliance issue. Within **sixty (60) 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 Women's Wellness Connection Unit Manager and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure time lines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the Remedies section of the General Provisions of this contract.