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AMENDMENT NO. 1 TO THE CHAPTER 28E AGREEMENT FOR HEALTHY HOMETOWNS – COMBAT CANCER: PREVENTION AND SCREENING PROGRAM

This Amendment No. 1 (the "Amendment") to the Chapter 28E Agreement for Healthy Hometowns – Combat Cancer: Prevention and Screening Program is made and entered into this _____ day of _____, 2026, pursuant to the provisions of Iowa Code Chapter 28E, by and between

Marion County Public Health Department (MCPHD)
2003 N Lincoln
Knoxville, Iowa 50138

AND

Marshall County, Iowa, Board of Health (CONTRACTOR)

WHEREAS, the Parties previously entered into a Chapter 28E Agreement dated (Insert original date); and

WHEREAS, "Payment" Section of the Original Agreement allows the Parties to amend the terms through a mutual written agreement executed by all participating Public Health agencies; and

WHEREAS, the contract between MCPHD and the Iowa Department of Health and Human Services has been amended to include additional activities with increased total funding amount;

NOW THEREFORE, in consideration of the above statements, MCPHD and CONTRACTOR agree to amend the Original Agreement as follows:

Section 1: Amendments to the Agreement.

1. Lung Cancer Screening and Diagnostic Services.
    a. Arrange for screening and diagnostic Lung Cancer services by providing lung cancer screenings services (including referral appointments) and lung cancer diagnostic services to uninsured residents of rural Iowa counties and those that meet USPSTF Guidelines for Lung Cancer Screening.
        i. Use and complete Iowa HHS provided enrollment and consent forms for participants. Assure all participant consent and enrollment information is collected, entered, and submitted into the live web-based data system from the Agency's Cancer Programs Database Contractor. Enrollment and consent information should be entered into the database within 45 days of enrollment.
            a. Ensure all dates and data is submitted in the data system (enrollment dates and data need to be entered for third-party reimbursement service to reimburse provider claims). Healthcare services results should be entered into the database within 45 days of service dates. Exceptions may be made on a case-by-case basis due to healthcare provider communication barriers.
        ii. Provide patient navigation to participants to ensure completion of services. This includes but is not limited to: providing reminders for appointments, scheduling follow-up appointments, reducing barriers to accessing services by assisting with reasonable accommodations (i.e. transportation, connection to other community resources), providing evidence-based information and connection to other cancer screening, diagnostic and treatment related services.
        iii. Follow up with Agency-approved healthcare facilities, if needed, regarding enrolled participant medical history and/or procedure status.
        iv. Work or collaborate with the MCPHD and the third-party payor to answer questions, correct mistakes, or assist with resolving claim issues as needed.

    b. MCPHD will provide:
        i. $150 per participant for completed patient navigation and lung cancer screening results. $150 per participant for completed patient navigation and lung cancer diagnostic results.

ii. A participant may receive lung cancer screening and diagnostic services; total reimbursement will equal no more than $300.
iii. A comprehensive list of approved providers from Iowa HHS.
    a. Participants needing services at a healthcare facility should only be scheduled appointments after completion of all enrollment documentation and at Agency-approved sites.

c. MCPHD will not provide funding to the CONTRACTOR until all required information and data are submitted into the live-based data system per participant or the participant is entered as lost to follow-up.
    i. A participant may be considered lost to follow-up and documentation should be completed in the database. In some cases, participants do not follow through with recommended screening, diagnostic and/or treatment services. Documentation of attempts to contact and encourage the participant to obtain services is required.
        a. After a referral appointment occurs and a patient does not attend a lung cancer screening, a participant must be documented as “lost to follow-up” when a minimum of three contact attempts has been completed and documented in the database. The participant should be attempted to be reached via phone, email or mail. Document type of contact attempted, date and outcome in the informed refusal section of the database.
        b. After a positive or abnormal finding is reported for a completed lung cancer screening, the Contractor shall communicate with the participant, both verbally and in writing, about diagnostic follow-up services that are needed, and when they should be performed. Communication will also indicate what may happen if the follow-up services do not occur.
            1. If the participant refuses diagnostic screening services or can no longer be contacted (considered lost to follow-up), the Contractor shall complete the informed refusal form in the database. A participant must be documented as “lost to follow-up” when a minimum of three contact attempts have been completed and documented in the database. The participant should be attempted to be reached via phone, email or mail. Document type of contact attempted, date and outcome in the informed

refusal section of the database. One of the three attempts should be a letter stating that they were unable to be reached and further diagnostics are needed.

d. The CONTRACTOR is not responsible for payment of the claims to the third-party payer.

2. Colorectal Cancer Screening and Diagnostic Services.
    a. Arrange for screening and diagnostic Colorectal Cancer services by providing FIT kits and colonoscopies to uninsured residents by rural Iowa counties and USPSTF Guidelines for Colorectal Cancer Screenings.
        i. Use and complete Agency enrollment and consent forms for participants. Assure all participant consent and enrollment information is collected, entered and submitted into the live web-based data system from the Agency's Cancer Programs Database Contractor. Enrollment and consent information should be entered into the database within 45 days of enrollment.
            a. Ensure all dates and data is submitted in the data system (enrollment dates and data need to be entered in order for third-party reimbursement service to reimburse provider claims). Healthcare services results should be entered into the database within 45 days of service dates. Exceptions may be made on a case-by-case basis due to healthcare provider communication barriers.
            b. Work or collaborate with the Agency's Cancer Programs Database Contractor to answer questions or correct mistakes found in the database, as needed.
        ii. Only MCPHD and the CONTRACTOR can enroll participants, not healthcare providers. Ensure follow-up appointments are scheduled for each participant at Iowa HHS approved facilities only. Participants must be enrolled and have a current consent form completed prior to receiving Colorectal Cancer services.
        iii. Provide patient navigation to participants to ensure completion of services. This includes but is not limited to: providing reminders to return FIT kits, scheduling follow-up appointments, reducing barriers to accessing services by assisting with reasonable accommodations (i.e. transportation, connection to other community resources), providing evidence-based information and connection to other cancer screening,

diagnostic and treatment related services.

iv. Follow up with Agency-approved healthcare facilities, if needed, regarding enrolled participant medical history and/or procedure status.

b. MCPHD will provide:
    i. $100 per participant for completed patient navigation and FIT kit results. $150 per participant for completed patient navigation and Colonoscopy results.
        a. A participant may receive a FIT kit with patient navigation and a Colonoscopy with patient navigation; total reimbursement will equal no more than $250.
    ii. MCPHD will not provide funding to the CONTRACTOR until all required information and data are submitted into the live-based data system per participant or the participant is entered as lost to follow-up.
        a. A participant may be considered lost to follow-up and documentation should be completed in the database. In some cases, participants do not follow through with recommended screening, diagnostic and/or treatment services. Documentation of attempts to contact and encourage the participant to obtain services is required.
        b. After a FIT kit is provided but not returned, a participant must be documented as “lost to follow-up” when a minimum of three contact attempts has been completed and documented in the database. The participant should be attempted to be reached via phone, email or mail. Document type of contact attempted, date and outcome in the informed refusal section of the database.
    iii. After a positive or abnormal finding is reported for a completed FIT kit, the Contractor shall communicate with the participant, both verbally and in writing, about diagnostic follow-up services that are needed, and when they should be performed. Communication will also indicate what may happen if the follow-up services do not occur.
        a. If the participant refuses diagnostic screening services or can no longer be contacted (considered lost to follow-up), the Contractor shall complete the informed refusal form in the database. A participant must be documented as “lost to follow-up” when a minimum of three contact attempts have been completed and documented in the database. The participant should be attempted to be reached via

phone, email or mail. Document type of contact attempted, date and outcome in the informed refusal section of the database. One of the three attempts should be a letter stating that they were unable to be reached and further diagnostics are needed.

c. No medical bills or claims will be paid by the CONTRACTOR.

3. MCPHD will work with the CONTRACTOR and Iowa Health and Human Services to provide training for the live-based data systems to be used throughout this project. MCPHD may also be used as a resource to assist the CONTRACTOR in troubleshooting if issues arise with the data system provided.

4. Increase the funding amount from the Original Agreement to a total of **$19,355.10**. The amounts listed above to perform patient navigation are independent of this total.

Funding Restrictions.

Contractors must follow all funding restrictions and requirements described within the Centers for Medicare & Medicaid Services' Rural Health Transformation Program, opportunity #: CMS-RHT-26-001. All relevant project requirements and definitions outlined in the Notice of Funding Opportunity are incorporated into this contract by reference.

1. Funds provided through this Contract shall not be used for any of the following:

    1. Costs prior to the start date of this Contract.
    2. Matching requirements for any other grants or projects.
    3. Services, equipment, or supports that are the legal responsibility of another entity under federal, state, or tribal law, such as vocational rehabilitation or education services.
    4. Services, equipment, or supports that are the legal responsibility of another party under any civil rights law, such as modifying a workplace or providing accommodations that are obligations under law.
    5. Goods or services not allocable to this Contract.
    6. Supplanting existing State, local, tribal, or private funding of infrastructure or services, such as staff salaries.
    7. Construction or building expansion, purchasing or significant retrofitting of buildings, cosmetic upgrades, or any other cost that materially increases the value of the capital or useful life as a direct cost.

8. Purchase of covered telecommunications and video surveillance equipment (See 2 CFR 200.216) as well as financial assistance to households for installation and monthly broadband internet costs.
9. Meals, unless part of per diem or subsistence allowance provided in conjunction with allowable travel, as approved by the Agency.
10. Payments related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or executive order proposed or pending before the Congress or any State government, State legislature, local legislature or legislative body, including but not limited to paying the salary or expenses of any grant Recipient or agent acting for such Recipient for such activity.
11. Lobbying, but Recipients can lobby at their own expense if they can segregate federal funds from other financial resources used for lobbying.
12. Any new construction.
13. Supplanting funding for in-process or planned construction projects.
14. Construction or building expansion that materially increases the value of the capital or useful life as a direct cost. Funds may be used for minor renovations or alterations following prior approval from the Agency and CMS. These funds shall be no more than 20% of the total Contract amount.
15. Purchasing or significant retrofitting of buildings that materially increases the value of the capital or useful life as a direct cost.
16. Cosmetic upgrades to buildings that materially increases the value of the capital or useful life as a direct cost.
17. Funds may not be used to replace payment for clinical services that could be reimbursed by insurance. Funds also may not be used for payments to clinical services if they duplicate billable services and/or attempt to change the payment amounts of existing fee schedules.
18. Any costs associated with electronic medical record (EMR) systems unless prior approval is received by the Agency.
19. Funds may not be used for clinician salaries or wage supports for facilities that subject clinicians to non-compete contractual limitations.
20. SSA 2105(c), paragraphs (1), (7), and (9) apply as funding limitations. These limitations are related to general limitations, limitations on payment for abortions, and citizenship documentation requirements for payments made with respect to an individual.
21. Costs of promotional items and memorabilia, including models, gifts, and souvenirs.
22. Costs of advertising and public relations designed solely to promote the non-Federal entity.

When issuing statements resulting from activities supported by this Contract, the Contractor must include an acknowledgement of federal assistance using one of the following or a similar statement (see immediately below).

a. This **[project/publication/program/website, etc.] [is/was]** supported by the Centers for Medicare & Medicaid Services (CMS) of the U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling **$XX** with 100 percent funded by CMS/HHS. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by the Iowa Department of Health and Human Services, CMS/HHS, or the U.S Government. OR
b. This **[project/publication/program/website, etc.] [is/was]** supported by the Centers for Medicare & Medicaid Services (CMS) of the U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling **$XX** with **XX** percentage funded by CMS/HHS and **$XX** amount and **XX** percentage funded by non-government source(s). The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by the Iowa Department of Health and Human Services, CMS/HHS, or the U.S. Government.

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Section 2. Effect on Original Agreement.

Except as expressly modified by this Amendment, the terms, conditions, covenants, and provisions of the Original Agreement shall remain in full force and effect.

MARION COUNTY PUBLIC HEALTH DEPARTMENT (MCPHD):

Date: _____

_____
Linsey Spoelstra, Public Health Director

Attest:

_____

Printed Name: _____

Title: _____

MARSHALL COUNTY, IOWA, BOARD OF HEALTH (CONTRACTOR):

Date: _____

_____
Sydney Grewell, Public Health Director

Attest:

_____

Printed Name: _____

Title: _____