

Bulletin

July 15, 2007

Minnesota Department of Human Services, P.O. Box 64986, St. Paul, MN 55164-0986

OF INTEREST TO

- County Community Health Boards (CHBs)
- Tribal Governments (Tribes)
- County Public Health Directors
- Child and Teen Checkups Coordinators

ACTION/DUE DATE

Please read; comply with instructions.

September 15, 2007

EXPIRATION DATE

The policies in this bulletin are ineffective as of August 1, 2009

2008-2009 Contract Requirements For Child and Teen Checkups (C&TC) Administrative Services Are Due September 15, 2007

TOPIC

2008 –2009 C&TC Administrative Services Contract Requirements.

PURPOSE

Notify CHBs, tribal governments and local public health agencies of the 2008–2009 C&TC contract requirements and process.

CONTACT AND ELECTRONIC SUBMISSIONS TO:

Judy Ekern, Administrative Assistant

Phone: (651) 431-2629 Fax: (651) 431-7422

E-mail: judy.ekern@state.mn.us

SIGNED

BRIAN J. OSBERG

Assistant Commissioner Health Care

BACKGROUND

Federal Financial Participation (FFP) is available to reimburse community health boards (CHBs) and tribal governments (Tribes) that provide direct support to administer required outreach and follow-up activities for the federal Early and Periodic Screening, Diagnosis and Treatment (EPSDT) Program. In Minnesota, EPSDT is known as the Child and Teen Checkups (C&TC) Program. This program is designed to ensure that Medical Assistance (MA) and MinnesotaCare enrolled children receive comprehensive health care.

GENERAL INFORMATION

- DHS is offering a 2 year contract for C&TC Administrative Services.
- CHBs (both single and multi-county) and Tribes are also referred to as “Contractors” throughout this bulletin.
- For the 2008-2009 contract time period, multi-county CHB Contractors should submit required materials as a CHB, not as individual counties. This includes budgets, contractor information, work plans and reports.
- Multi-county CHB Contractors should bill for C&TC Administrative Services as a CHB, not as individual counties.
- The contract bulletin is available on the DHS web site and attachments are being made available electronically to Contractors via email.
- Required 2008-2009 contract materials should be submitted electronically to DHS for review prior to signature.
- Contract records should be maintained for 6 years after the contract end date has expired.
- Contractors are required to obtain prior DHS approval for **new** C&TC outreach activities such as media projects, evaluations and survey activities (not identified in the approved contract) before implementation. DHS will offer support for new initiatives in keeping with C&TC Program goals as well as offer technical and research assistance.
- Contractors are required to notify and obtain approval from DHS before discontinuing approved work plan activities.
- It is recommended that the C&TC Coordinator position be held by a Public Health Nurse (PHN) and be a full-time position when possible. If the C&TC Coordinator position is not held by a PHN, it is required that the C&TC Coordinator is under the direct supervision of a PHN supervisor.
- Contractors can move up to 10% of the total approved contract funds or \$10,000, whichever is less, within budget line items for **approved** activities (included in initial contract work plan) without DHS approval. Budget revisions in excess of \$10,000 require approval and the submission of a revised budget to DHS.
- All equipment purchases require prior approval. Equipment and other items purchased with C&TC funds must be used solely for the C&TC Program or prorated accordingly.

IMPORTANT CHANGES FOR 2008-2009

1. The Business Associate Agreement attachment is no longer needed as part of the C&TC Administrative contract for single county CHBs since all counties now have privacy

agreements with DHS. For regional (multi-county CHBs) and reservation contracts, there is a new section in the Information Privacy and Security clause of the contract.

2. The expectation for new C&TC Coordinators/staff for C&TC Program and CATCH 3.1 training is clarified under Responsibilities (see #3 and #10).
3. The term "Reservation" is used in the contracts and budget attachment for tribal governments (Tribes).

Please read through the entire bulletin carefully for additional changes.

RESPONSIBILITIES

Contractors will provide the following C&TC administrative services:

1. Provide C&TC administrative services to children birth to age 21 enrolled in MA and MinnesotaCare for whom the CHB or Tribe is contractually responsible. Determination of Contractor responsibility is based on County of Financial Responsibility (CFR) for MA enrollees and County of Residence (COR) for MinnesotaCare enrollees residing within each CHB's county(ies) or Tribe's Contract Health Service Delivery Area (CHSDA).
2. Comply with program policies, procedures and directives as identified in DHS C&TC Program communications such as C&TC Coordinator Update Memos and the revised C&TC Coordinator Handbook (when available) and any future revisions approved by DHS.
3. Provide C&TC administrative services orientation training for all new C&TC staff in addition to having new C&TC Coordinators attend any available C&TC training offered by DHS. Promote DHS training attendance by other new C&TC staff as appropriate.
4. Maintain dated documentation of required outreach and follow-up activities in CATCH 3.1 as fully as possible. Document by other means as necessary.
5. Document all activities completed to increase C&TC screening services participation ratios.
6. Determine and document in CATCH 3.1 the willingness of eligible families and children to participate in the C&TC Program.
7. Demonstrate and document in CATCH 3.1 attempts to provide outreach to all eligible families and children through written, oral and/or face-to-face communications.
8. Maintain integrity and security of CATCH data by following DHS instructions for backing up CATCH Program databases.
9. Maintain fully functional CATCH 3.1 software for use in assisting with the completion of contracted duties and responsibilities following DHS instructions and requirements including CATCH system requirements, the CATCH User Manual and CATCH monthly download emails.
10. Provide CATCH training for new C&TC Coordinators and staff by those previously trained by DHS in addition to having new C&TC staff attend any available CATCH training offered by DHS.
11. Comply with the C&TC Budget Worksheet (Attachment 1) and revisions approved by DHS.
12. Perform the tasks identified in the C&TC Work Plan (Attachment 2.1-2.5 in DHS bulletin #07-15-01) and revisions approved by DHS.
13. Comply with the terms of the finalized contract. (Appendix C.1, C.2 for CHBs and Appendix D for Tribes in DHS bulletin #07-15-01.)
14. Comply with all C&TC Program administrative and annual reporting requirements and revisions as identified in DHS bulletin #07-15-01 and its Appendices A through H.9.

15. Seek required DHS approval for new C&TC projects, outreach activities, evaluation and survey activities not identified in the approved contract before implementation.
16. Comply with requirements for pilot projects and new initiatives, incorporate an appropriate evaluation component to monitor the effectiveness of the project outcome, and include a final report to the STATE at the conclusion of the project time frame.
17. Seek required DHS approval to remove activities from approved work plan.
18. Demonstrate efforts to use all available resources to increase C&TC participation.

ACTION REQUIRED

All Contractors should submit required materials using the identified appendices below. No other versions will be accepted. Attachments will be sent electronically to Contractors.

All Contractors should complete and submit the following attachments electronically, unless otherwise directed, by September 15, 2007 to: judy.ekern@state.mn.us

1. **The 2008-2009 (C&TC) Administrative Services Budget Worksheet, Attachment 1, pages 1 and 2:**
 - One budget should be submitted each year by each Contractor.
 - To complete the budget worksheet for 2008, Contractors should use the appropriate Appendix, A or A-1, for Estimated Eligible MA and MinnesotaCare Children Under Age 21, to determine the contract amount available to the Contractor.
 - C&TC Administrative Services budgets for 2008 and 2009 may not exceed \$25 per estimated eligible child based on the number of children in Appendices A and A-1.
 - New Estimated Eligible MA and MinnesotaCare Children Under Age 21 lists for 2009 will be made available to Contractors for contract year two in the contract update bulletin published in 2008.
 - DHS will approve the budget electronically. The approved budget will require an authorized signature from the Contractor. **Three (3) signed original copies should be mailed to DHS no later than November 15, 2007.** DHS will sign the budgets and one original signed copy will be returned to the Contractor.
 - For the second year of the contract, 2009 budgets will not require a contract amendment.
2. **The 2008-2009 C&TC Administrative Services Work Plan, Attachment 2.1 – 2.5 (all attachments are in one Word document and should be submitted in one document):**
 - Only minor revisions have been made to the contract work plan for 2008-2009.
 - Contractors should update the activities in their current approved work plans, then copy and paste to the 2008-2009 work plan attachment.
 - Multi-county CHBs should combine their work plans and submit one work plan for the CHB. Note: It is only necessary to identify an individual county if the activity is unique to that county.
 - Contractor activities identified in the work plans should be reviewed periodically throughout the contract period and updated as needed. Submit changes to work plan activity in red to DHS for approval.
 - Revised work plans will be reviewed and approved electronically.

3. Contractor Information, Appendix B:

- Contractors must complete and submit the 2008 Contractor Information form, Appendix B, in lieu of the contract.
- Appendix B needs to be completed once for the contract period unless there are changes in information. If changes occur, email a new revised Appendix B immediately to judy.ekern@state.mn.us so important program information can be sent to the appropriate person.

Using the contractor information form, DHS will prepare the contract and review the submitted materials in the order they are received. DHS will respond to submitted contract materials within 30 days of receipt. Contractors will be informed by email if additional information or materials are needed to complete the contract process. The finalized contract, budget and work plan will be emailed to Contractors for copying and signatures.

There are two signature areas: the contract and the budget. The two signature areas on all three contracts need to be signed by the Contractor before DHS can sign and complete the contract process. DHS will notify Contractors if they need to submit authorization confirmation for the person signing the contract.

Three original signed copies of the contract, including all attachments, must be mailed to DHS and received by December 1, 2007. Please submit to:

**C&TC Coordinator
Minnesota Department of Human Services
PO Box 64986
St. Paul, MN 55164-0986**

When the 3 contracts have been signed by the Contractor and DHS, one original signed copy with all attachments will be mailed to the authorized representative of the contracting agency. C&TC administrative service activities cannot begin or be reimbursed without a signed contract (Minnesota Statutes, section 16C.05). Contractors will be notified by the state authorized representative when to begin work. **All contracts should be finalized prior to December 21, 2007. Contracts that are not fully signed by December 31, 2007 will be prorated according to the actual term of the contract.**

BILLING INFORMATION FOR C&TC ADMINISTRATIVE SERVICES

- Contractors are responsible for certifying expenses for C&TC administrative services performed by the contracting agency.
- Contractors must bill for actual expenditures for services provided under the contract up to the approved contract amount. Any unused portion of the contract amount is not to be used for other purposes or carried over to the following year.
- The fiscal agent and the provider rendering number must be included in the contract. Contractor accounts are set up using the approved contract provider rendering number. Only the approved contract provider rendering number can be used for billing C&TC Administrative Services. Contractors must notify DHS if this number changes.
- If for any reason the provider rendering number changes during the contract period, contact

Ramona Brady immediately by email at: ramona.brady@state.mn.us or by telephone at: **651-431-2621**.

- All claims for C&TC administrative services should be submitted to DHS electronically through MN-ITS or on the CMS-1500 claim form. Note: By July 15, 2009, electronic submission of all Minnesota-based health care claims will be required (HF1078-Uniform Electronic Transaction and Implementation Guide Standards).
- The C&TC administrative services HCPCS code X5623 must be used.
- Contractors are strongly encouraged to bill DHS for C&TC administrative services on a monthly basis, however, claims may be submitted up to one year from the date of service.
- Contracting agencies needing to establish a new or different provider rendering number to bill DHS for C&TC administrative services, or for general billing questions for C&TC Administrative Services, should contact Ramona Brady.

ANNUAL REPORTING REQUIREMENTS

All required annual reports for year 2007 are due no later than April 30, 2008. All required annual reports for year 2008 are due no later than April 30, 2009. DHS will notify Contractors if these dates are extended for any reason. These reports will provide important statistics to DHS and assist Contractors with program monitoring and future planning. Electronic copies of the required 2007 report documents will be sent to CHBs/Tribes in 2008. Please read all report instructions carefully before completing. **Please do not send this data now.**

Required Annual Reports for year 2007 and 2008:

1. 2007-2008 Administrative Services Statistics Report, Appendix E
2. 2007-2008 Provider Outreach Activity Report, Appendix F
3. 2007-2008 Administrative Services Annual Expenditure Report, Appendix G
4. 2007-2008 Outcomes/Indicators Annual Report, Appendices H.1 through H.9
5. 2007-2008 CATCH Outreach Activity Summary Report(s).
6. 2007-2008 CHB/Tribe Narrative Report

LEGAL AUTHORITY

Section 1902 (a) (43), S 1905 (a)(4)(B) and S 1905 (r) of the Social Security Act as amended in Omnibus Budget Reconciliation Act (OBRA) of 1989; Minnesota Rules, parts 9505.1693 to 9505.1748; Minnesota Statutes, section 256B.04, subd.1b.

ATTACHMENTS/APPENDICES FOR 2008-2009 C&TC ADMINISTRATIVE SERVICES CONTRACTS

Attachment 1: 2008 Child and Teen Checkups (C&TC) Administrative Services Budget Worksheet

Attachment 2.1-2.5: 2008-2009 Child and Teen Checkups (C&TC) Administrative Services Work Plan in one Word file

| | |
|---------------------|--|
| Appendix A: | 2008 Estimated Eligible MA and MinnesotaCare Children Under Age 21 by County and Tribe |
| Appendix A-1: | 2008 Estimated Eligible MA and MinnesotaCare Children Under Age 21 by CHB |
| Appendix B: | 2008-2009 Administrative Contract, Contractor Information |
| Appendix C.1: | 2007-2008 State of Minnesota Contract- for single county CHBs |
| Appendix C.2: | 2007-2008 State of Minnesota Contract - for multi-county CHBs |
| Appendix D: | 2007-2008 State of Minnesota Contract – for Tribes |
| Appendix E: | 2007-2008 Administrative Services Statistics Annual Report |
| Appendix F: | 2007-2008 Provider Outreach Activities Annual Report |
| Appendix G: | 2007-2008 Administrative Services Annual Expenditure Report |
| Appendices H.1-H.9: | 2007-2008 Outcomes/Indicators Annual Report |

Special Needs

This information is available in other forms to persons with disabilities by contacting us at (651)-431-2629 (voice) or toll free at (800) 657-3756. TTY/TDD users can call the Minnesota Relay at 711 or (800) 627-3529. For the speech-to-speech relay, call (877) 627-3848.

Child and Teen Checkups (C&TC) Administrative Services

Annual Budget Worksheet

Budget Year (check one): 2008 X 2009 _____

Submit one budget for CHB/RESERVATION

Name of CHB/RESERVATION: _____

Estimated Number of CHB/RESERVATION C&TC Eligible Children _____ (From Appendix A or A-1)

A. COMPENSATION COSTS

| 1. DIRECT STAFFING COSTS: List each position separately. Attach additional sheets, if necessary. | | | | | |
|--|-------------------|----------------------------|----------------|-----------------|--------------------------------------|
| Position | Annual C&TC Hours | Full-Time Equivalent (FTE) | Salary & Wages | Fringe Benefits | Total Salary/Wages & Fringe Benefits |
| Supervisor | | | | | |
| | | | | | |
| Outreach staff | | | | | |
| | | | | | |
| | | | | | |
| Clerk: Support Staff | | | | | |
| | | | | | |
| TOTALS | | | | | |

| | |
|---|--|
| 2. EQUIPMENT: C&TC screening equipment is not an allowable expense. Equipment expenses must be prorated for C&TC use. Computer equipment purchases require prior approval. Please attach description and justification of equipment expenses. | |
| TOTAL EQUIPMENT | |

| 3. OTHER DIRECT COSTS | |
|---|--|
| Office Supplies | |
| Printing | |
| Postage | |
| Telephone | |
| Office space (rent) | |
| DHS/MDH training conferences/workshops/meetings fees (Plan for 1 DHS regional C&TC coordinator meetings @ \$30 per person and 1 Screening in Early Childhood regional workshop at \$50 per person. MDH C&TC screening trainings range from \$600/ 2½ day to \$12 per contact hour for ad hoc/updates. Do not include training costs for PHNs not performing C&TC screening services). | |
| C&TC program outreach supplies (Please attach description) | |
| Other (publications, advertisement costs, etc.) Please List and attach description: _____ | |
| TOTAL OTHER DIRECT COSTS | |

Child and Teen Checkups (C&TC) Administrative Services Budget Worksheet

| | |
|--|--|
| 4. SUBCONTRACTS/CONSULTANTS COSTS Please attach description of subcontract proposal. | |
|--|--|

| | |
|--|--|
| 5. INDIRECT COST – Use a standard indirect cost allowance equal to only 10% of the <u>direct salary and fringe benefits</u> of providing the service in lieu of determining the actual indirect cost. Any other indirect cost rate must be based on and supported by a cost allocation plan. | |
| TOTAL INDIRECT COSTS | |

| | |
|--|--|
| 6. TOTAL COMPENSATION COST – (Sum of A1 through A5) | |
|--|--|

B. TRAVEL COSTS

| | |
|--|--|
| TRAVEL: Reimbursement for C&TC staff travel to perform required C&TC administrative service only . Health care access is not covered under this contract. | |
| 1. Mileage: _____ miles at _____ cents per mile (Commissioner's rate or CHB/RESERVATION rate, whichever is less). <u>As of the date of this Bulletin, the rate is 48.5 cents per mile.</u> | |
| 2. DHS/MDH C&TC designated training conferences/workshops/meetings. (Mileage, lodging, meals, per diem to attend conferences/workshops/meetings) | |
| TOTAL TRAVEL (sum of B1 and B2) | |

| | |
|--|--|
| C. TOTAL BUDGET REQUEST (Sum of A and B) (Round to the nearest dollar) | |
|--|--|

| | |
|--|----------------|
| D. C&TC SERVICES COST PER CHILD Divide Total Budget (line C) by the Number of Eligible Children (From Appendix A or A-1). (Not to exceed \$25 per eligible child) | \$25.00 |
|--|----------------|

IN WITNESS WHEREOF, CHB/RESERVATION and STATE have mutually agreed with this Budget Worksheet.

For CHB/RESERVATION:

Signature

Date

For STATE:

Signature

Date

Objective 1: Inform families and/or children under 21 who are enrolled in MA or MinnesotaCare about the C&TC Program

Federal/State Requirements: Information about the C&TC Program must be provided to enrolled children under age 21 and/or their families **within 60 days** of the eligibility determination. Families/children must be effectively informed using a combination of written, oral, and face-to-face methods. Include information such as the benefits of preventive health care, the services available under the C&TC Program, where and how to obtain those services, that the services are without cost to the eligible child, and that transportation and scheduling assistance is available, etc.

Establish ways to effectively inform foster care families/children.

Determine family response to C&TC Program participation. Documentation must be kept which indicates that recipients have accepted, declined, or are undecided about C&TC services AFTER receiving the information. Families/children which are undecided about participating in the C&TC screening program should be provided with additional information.

Name of Contractor: _____
Contractor C&TC Participation Rate for 2006
_____ %

Work Plan for (check one):
2008 ____ Make revisions in red.

2009 ____ Check year if Attachment 2.1 is revised for 2nd year of contract.
Make revisions in red.

Name of C&TC Program Coordinator(s):

Required activities

Describe the methods used to complete these required activities:

1. Maintain a current electronic list of eligible and newly eligible families and children. (Contractors must know who the eligible population is to do outreach and follow-up)
2. Effectively inform newly eligible families/children about the benefits of participation in the C&TC Program within 60 days of eligibility determination. Use a combination of written, oral and face-to-face methods. Use clear, non-technical language at or below a 7th grade reading level in all written communication.

**Child and Teen Checkups (C&TC)
2008-2009 Administrative Services Work Plan**

**Attachment 2.1
Page 2**

| Required activities | Describe the methods used to complete this activity. |
|--|--|
| 3. Foster care families/children should be informed through the person accepting the cash assistance, e.g., foster care parents, foster care, responsible social workers. At least annually, inform foster care homes/institutions, appropriate social workers of C&TC Program services available to foster care children. | |
| 4. Provide effective means to inform those eligible families/children who are blind, deaf or who cannot read or understand the English language. | |
| 5. After effectively informing families/children about C&TC, determine if their response is “yes”, “no” or “undecided” about accepting C&TC benefits. Document their response in CATCH system. New families will appear in the CATCH download as “U” or Undecided. If reached and a family remains “undecided” after receiving outreach, document/choose “undecided” in the detail list for that outreach contact If not reached, leave “U” families as undecided in CATCH. Do not change the case status for the undecided unless a direct response has been received from the family. Never <u>assume</u> a “yes” or “no” response. Families/children declining C&TC services should not be contacted about the program again for one year. After one year from the time the “No” response was entered into CATCH, reminder letters will resume as each child is due for a screening. (A re-notification letter will also be generated if no screenings or case activity occurred during the year.) | |
| 6. Maintain dated documentation of families/children who are informed by written, oral, and/or face-to-face, methods about C&TC Program. | |
| 7. Remind eligible families/children, in writing, orally and/or face-to-face, when their next C&TC screening is due, according to the current periodicity schedule. Utilize C&TC Parent Checklists. Maintain dated documentation of all reminder activities. | |

**Child and Teen Checkups (C&TC)
2008-2009 Administrative Services Work Plan**

**Attachment 2.1
Page 3**

| Required activities | Describe the methods used to complete this activity. |
|---|--|
| 8. Conduct periodic in-service training about the C&TC program as appropriate with local agency staff, social services/income maintenance staff, Women, Infants and Children (WIC), Public Health Nursing, etc. Promote and encourage staff in ways to assist in the informing of eligible families/children. | |
| 9. Other activities Contractor provides to meet this objective: | |

**Child and Teen Checkups (C&TC)
2008-2009 Administrative Services Work Plan**

**Attachment 2.2
Page 1**

Objective 2: Provide assistance for families and children to access C&TC services.

Federal/State Requirements: **Within 10 days** of a request, families/children must receive assistance with scheduling screening and referral appointments and arranging transportation and interpreter services. Documentation must be kept that indicates recipients received assistance. Information about current C&TC providers, dental providers, transportation services, interpreter services, etc. must be available in writing. Offers of assistance with obtaining C&TC services or referral follow-up services should be included in all appropriate contacts with eligible families/children.

Contractor name: _____

Work Plan for (check one):

2008 ____ Make revisions in red.

2009 ____ Check year if Attachment 2.2 is revised for 2nd year of contract.
Make revisions in red.

| Required activities | Describe the methods used to complete these required activities. |
|---|--|
| 1. Of the newly eligible families/children, identify those needing assistance with obtaining services. To identify families/children needing assistance, contact in writing, orally and/or face-to-face. Document all contacts in CATCH. | |
| 2. Assist families/children, who request assistance, with obtaining screening and/or referral services within 10 days of the request. Keep dated documentation. | |
| 3. Offers of assistance with obtaining C&TC screening or follow-up services should be included in all appropriate letters, telephone calls and face-to-face contacts with eligible families/children. | |
| 4. Maintain and provide upon request a current, written list of C&TC screening service providers, (identify both fee-for-service and PMAP Health Plan providers) dental service providers and vision and hearing screening providers. Include addresses, telephone numbers, and service hours. Lists should be updated at least twice a year. | |

**Child and Teen Checkups (C&TC)
2008-2009 Administrative Services Work Plan**

**Attachment 2.2
Page 2**

| Required activities | Describe the methods used to complete this activity. |
|---|---|
| 5. Maintain and provide upon request a current, written list of transportation providers. Include addresses, telephone numbers and service hours. Update list as needed or at least annually. | |
| 6. Maintain written list with information about alternate, available methods of communication, such as, sign language interpreter services, braille, language interpreter services and translated materials. Update as needed or at least annually. | |
| 7. Provide follow-up on referrals for diagnosis and/or treatment made during a C&TC screening to determine if child has received the referral services. Offer assistance, as needed, with making an appointment, transportation or interpreter arrangements, etc. To obtain screening referral information, run appropriate CATCH report monthly. Keep dated documentation. | |
| 8. Other activities Contractor provides to meet this objective: | |

**Child and Teen Checkups (C&TC)
2008-2009 Administrative Services Work Plan**

**Attachment 2.3
Page 1**

Objective 3: Identify families and children who decline C&TC services and/or who do not participate in C&TC screening services.

Federal/State Requirements: Families/children may decline C&TC services at any time. If a family chooses not to participate in the C&TC Program, they should not be contacted further about the program for one year. Agencies are expected to resume outreach to these families again after a year.

Families/children who are eligible for screening services, regardless of their initial response to the C&TC Program, must receive re-notification about the program on an annual basis if there is no indication of any eligible child in the family receiving C&TC screening services.

Contractor name: _____

Work Plan for (check one):

2008 ____ Make revisions in red.

2009 ____ Check year if Attachment 2.3 is revised for 2nd year of contract.
Make revisions in red.

Required activities

Describe the methods used to complete these required activities.

1. Maintain dated documentation of families/children who say “no” to participation in the C&TC Program. Families/children have a right to say they do not want to be contacted about C&TC and these families should not be contacted for one year.

2. After one year from the date the family said “no,” eligible children/families should again receive information about C&TC services and reminders about C&TC screenings due according to the current periodicity schedule. (Reminder letters will begin to be generated as children are due for a screening.)

**Child and Teen Checkups (C&TC)
2008-2009 Administrative Services Work Plan**

**Attachment 2.3
Page 2**

| Required activities | Describe the methods used to complete these required activities. |
|---|--|
| 3. Families who have not participated in C&TC screenings for one year must be effectively re-notified of their eligibility to receive C&TC services. CATCH will generate re-notification letters to enrolled families who have not received any C&TC screenings or outreach contacts, letters, etc. (no case activity) for one year. These letters remind families that they are still eligible to receive C&TC benefits. | |
| 4. Other activities Contractor provides to meet this objective: | |

**Child and Teen Checkups (C&TC)
2008-2009 Administrative Services Work Plan**

**Attachment 2.4
Page 1**

Objective 4: To coordinate C&TC services with related programs.

Federal/State Requirements: C&TC must be coordinated with Women, Infants and Children (WIC) Programs. Referral of C&TC enrollees to WIC for determination of possible eligibility is required. C&TC must also be coordinated as appropriate with other child programs including Head Start, Maternal and Child Health (MCH) programs, public schools and immunization programs/registries. In Minnesota this also includes Children's Mental Health and Community Health Services.

| | |
|--|---|
| <p>Contractor Name: _____</p> <p>Work Plan for (check one): 2008 ____ Make revisions in red.</p> <p>2009 ____ Check year if Attachment 2.4 is revised for 2nd year of contract. Make revisions in red.</p> | <p>Guidelines: Please read requirement above. (1) coordination efforts should contain costs, improve service delivery overlap, cut duplication and close gaps in services; (2) pursue community collaborative efforts (health fairs, screening services, health forums and public awareness; (3) written interagency agreements should delineate roles and responsibilities, provide monitoring and evaluation of activities and disperse funds.</p> |
| <p>Agency:</p> | <p>Describe collaborative, community activities</p> |
| <p>1. Refer appropriate C&TC enrollees to WIC for determination of possible eligibility and appropriate WIC clients to C&TC. This is required.</p> | |
| <p>2. Head Start</p> | |
| <p>3. Immunization Registries, etc.</p> | |
| <p>4. Public Schools (e.g. Early Childhood Screening)</p> | |
| <p>5. MCH Programs</p> | |
| <p>6. Other (Housing Programs, Information and Referral Services, Health Related Services, Daycare, Support Services [e.g. transportation, health education, counseling], collaborative activities, health fairs, etc.)</p> | |

**Child and Teen Checkups (C&TC)
2008-2009 Administrative Services Work Plan**

**Attachment 2.5
Page 1**

Objective 5: Recruit and train local providers about the C&TC Program

Federal/State Requirement: States are required to take advantage of all resources to deliver C&TC services in order to assure a broad provider base to meet the needs of the eligible MA and MinnesotaCare enrollee population.

Agencies are required to do outreach to C&TC provider clinics to promote the C&TC Program, to encourage compliance with C&TC Program requirements, to assist in the assessment of C&TC training needs, to assist in the coordination of outreach and training with MDH, DHS, health plan representatives and other agency coordinators as appropriate, to act as a referral source and to offer C&TC Program technical assistance as needed.

| | | |
|---|--|--|
| <p>Contractor Name: _____</p> <p>Work Plan for (check one): 2008 ____ Make revisions in red.</p> <p>2009 ____ Check year if Attachment 2.5 is revised for 2nd year of contract. Make revisions in red.</p> | <p>Guideline: C&TC Administrative Services agencies are required to identify and provide information and technical assistance to all C&TC providers available to families/children. C&TC Administrative Services agencies may provide training on C&TC Program requirements. DHS and MDH staff is available to train local providers on C&TC components and billing.</p> <p>*Note: In third column: For contract year 2008, complete 2006 column. For contract year 2009, complete 2006 and 2007 columns.</p> | <p>Number of estimated MA and MinnesotaCare Eligible Children in CHB/Tribe (from Appendix A or A-1). *Please see note under Guideline. 2006 _____ 2007 _____</p> <p>Current # of C&TC Providers – (# clinics and satellites within CHB border or tribal Contract Health Services Delivery Area (CHSDA)) 2006 _____ 2007 _____</p> <p>Current # C&TC clinics, within CHB border or tribal CHSDA, offering C&TC services to new (as well as existing) MA/MinnesotaCare enrollees 2006 _____ 2007 _____</p> <p>Current # of Dental Providers – (# clinics within CHB border or tribal CHSDA) 2006 _____ 2007 _____</p> <p>Current # of dental providers, within CHB border or Tribal CHSDA, currently offering services to new (as well as existing) MA/MinnesotaCare enrollees 2006 _____ 2007 _____</p> |
|---|--|--|

**Child and Teen Checkups (C&TC)
2008-2009 Administrative Services Work Plan**

**Attachment 2.5
Page 2**

| Required Activities | Describe the methods used to complete these activities. |
|---|--|
| 1. Contact local providers, at least annually and as often as necessary, to provide information about the C&TC Program. Assure availability of C&TC services, using a combination of methods, such as a substantive clinic visit annually, telephone calls, emails and mailings (e.g. newsletters, update memos, etc.) Promote use of provider documentation forms to capture all C&TC components. | |
| 2. Coordinate clinic outreach with local health plan representatives and other C&TC Coordinators as appropriate to promote consistent messages and reduce duplication of outreach, assessment and training services. | |
| 3. Identify C&TC provider training needs and coordinate training with DHS, MDH, health plan representatives and/or other C&TC Coordinators as appropriate. Act as a referral source, offer technical assistance or respond to requests for assistance as needed and/or conduct training. | |
| 4. Distribute the C&TC Provider Guide as needed and as updated guides are available. Contractors are responsible for contacting their providers at least annually to determine the providers' preference of use between a hard copy, CD or the C&TC web format. Provide either the hard copy, CD or the appropriate web link to each provider per stated preference. For providers needing additional hard copies or CDs of the guide, coordinate with local health plan representatives to provide extra copies. | |

**Child and Teen Checkups (C&TC)
2008-2009 Administrative Services Work Plan**

**Attachment 2.5
Page 3**

| Required Activities | Describe the methods used to complete these activities. |
|---|--|
| 5. Act as a referral source for C&TC provider billing issues, e.g., refer providers to the billing information section and resource telephone lists for health plan representatives in the C&TC Provider Guide. For fee-for-service questions/issues, refer providers to the DHS Provider Call Center at 651-431-2700 or 1-800-366-5411. | |
| 6. Maintain current C&TC medical and dental provider lists. These lists should be updated as needed or at least twice annually. | |
| 7. Other activities Contractor provides to meet this objective: | |

**Child and Teen Checkups, 2008 Estimated Eligible MA and MinnesotaCare
Children Under Age 21, by County and Tribe (Based on 2006 CMS -416 data)**

| # | County | Number of Eligible | # | County - Tribe | Number of Eligible |
|----|-------------------|--------------------|--------------|-----------------|--------------------|
| 1 | Aitkin | 1,843 | 47 | Meeker | 1,975 |
| 2 | Anoka | 23,902 | 48 | Mille Lacs | 2,934 |
| 3 | Becker | 3,331 | 49 | Morrison | 3,122 |
| 4 | Beltrami | 4,682 | 50 | Mower | 4,169 |
| 5 | Benton | 3,076 | 51 | Murray | 732 |
| 6 | Big Stone | 499 | 52 | Nicollet | 2,221 |
| 7 | Blue Earth | 4,282 | 53 | Nobles | 2,601 |
| 8 | Brown | 1,854 | 54 | Norman | 826 |
| 9 | Carlton | 2,382 | 55 | Olmsted | 10,384 |
| 10 | Carver | 3,011 | 56 | Otter Tail | 5,221 |
| 11 | Cass | 3,030 | 57 | Pennington | 1,225 |
| 12 | Chippewa | 1,300 | 58 | Pine | 3,124 |
| 13 | Chisago | 3,664 | 59 | Pipestone | 1,011 |
| 14 | Clay | 4,974 | 60 | Polk | 3,313 |
| 15 | Clearwater | 1,050 | 61 | Pope | 970 |
| 16 | Cook | 292 | 62 | Ramsey | 59,181 |
| 17 | Cottonwood | 1,305 | 63 | Red Lake | 455 |
| 18 | Crow Wing | 5,867 | 64 | Redwood | 1,676 |
| 19 | Dakota | 21,562 | 65 | Renville | 1,972 |
| 20 | Dodge | 1,393 | 66 | Rice | 4,289 |
| 21 | Douglas | 2,956 | 67 | Rock | 805 |
| 22 | Faribault | 1,350 | 68 | Roseau | 914 |
| 23 | Fillmore | 1,565 | 69 | St. Louis | 16,078 |
| 24 | Freeborn | 2,854 | 70 | Scott | 5,751 |
| 25 | Goodhue | 2,773 | 71 | Sherburne | 5,410 |
| 26 | Grant | 642 | 72 | Sibley | 1,457 |
| 27 | Hennepin | 97,660 | 73 | Stearns | 10,361 |
| 28 | Houston | 1,302 | 74 | Steele | 3,358 |
| 29 | Hubbard | 2,167 | 75 | Stevens | 549 |
| 30 | Isanti | 3,168 | 76 | Swift | 1,027 |
| 31 | Itasca | 4,398 | 77 | Todd | 2,901 |
| 32 | Jackson | 845 | 78 | Traverse | 482 |
| 33 | Kanabec | 1,889 | 79 | Wabasha | 1,367 |
| 34 | Kandiyohi | 5,085 | 80 | Wadena | 2,003 |
| 35 | Kittson | 388 | 81 | Waseca | 1,740 |
| 36 | Koochiching | 1,354 | 82 | Washington | 9,808 |
| 37 | Lac Qui Parle | 682 | 83 | Watonwan | 1,237 |
| 38 | Lake | 877 | 84 | Wilkin | 645 |
| 39 | Lake of the Woods | 392 | 85 | Winona | 3,226 |
| 40 | Le Sueur | 1,989 | 86 | Wright | 6,757 |
| 41 | Lincoln | 473 | 87 | Yellow Medicine | 1,021 |
| 42 | Lyon | 2,244 | 102 | Red Lake | 2,382 |
| 43 | McLeod | 2,773 | 103 | White Earth | 1,820 |
| 44 | Mahnomen | 483 | 104 | Leech Lake | 2,423 |
| 45 | Marshall | 906 | 106 | Fond du Lac | 1,492 |
| 46 | Martin | 2,146 | TOTAL | | 433,075 |

**Child and Teen Checkups, 2008 Estimated Eligible MA and MinnesotaCare
Children Under Age 21, by CHB (Based on 2006 CMS-416 data)**

| # | Community Health Board | Number of Eligible |
|--------------|---|--------------------|
| 1 | Aitkin-Itasca-Koochiching-Community Health Board | 7,595 |
| 2 | Anoka County Community Health & Environmental Services | 23,902 |
| 3 | Becker County Community Health Board | 3,331 |
| 4 | Benton County Community Health Board | 3,076 |
| 5 | Blue Earth Community Health Board | 4,282 |
| 6 | Brown-Nicollet Community Health Board | 4,075 |
| 7 | Carlton-Cook-Lake-St. Louis Community Health Board | 19,629 |
| 8 | Carver County Community Health Services | 3,011 |
| 9 | Cass County Health, Human and Veterans Services | 3,030 |
| 10 | Chisago County Public Health Department | 3,664 |
| 11 | Clay-Wilkin Community Health Services | 5,619 |
| 12 | Cottonwood-Jackson Community Health Services | 2,150 |
| 13 | Countryside Public Health Services (Big Stone, Chippewa, Lac Qui Parle, Swift, Yellow Medicine) | 4,529 |
| 14 | Crow Wing County Public Health Department | 5,867 |
| 15 | Dakota County Public Health Department | 21,562 |
| 16 | Dodge-Steele Community Health Services | 4,751 |
| 17 | Douglas County Public Health | 2,956 |
| 18 | Fillmore-Houston Community Health Board | 2,867 |
| 19 | Freeborn County Community Health Board | 2,854 |
| 20 | Goodhue County Public Health Services | 2,773 |
| 21 | Hennepin County Community Health Department | 97,660 |
| 22 | Human Services of Faribault and Martin Counties | 3,296 |
| 23 | Isanti-Mille Lacs Community Health Board | 6,102 |
| 24 | Kanabec-Pine Community Health Services | 5,013 |
| 25 | Kandiyohi County Public Health | 5,085 |
| 26 | Le Sueur-Waseca Community Health Board | 3,729 |
| 27 | Lincoln-Lyon-Murray-Pipestone Public Health Services | 4,460 |
| 28 | Meeker-McLeod-Sibley Community Health Services | 6,205 |
| 29 | Mid-State Community Health Services (Grant, Pope, Stevens, Traverse) | 2,643 |
| 30 | Morrison-Todd-Wadena- Community Health Board | 8,026 |
| 31 | Mower County Public Health | 4,169 |
| 32 | Multi-County Board of Health-Mahnomen and Norman | 1,309 |
| 33 | Nobles-Rock Public Health Services | 3,406 |
| 34 | North Country Community Health Services (Beltrami, Clearwater, Hubbard, Lake of the Woods) | 8,291 |
| 35 | Olmsted County Public Health Services | 10,384 |
| 36 | Otter Tail County Public Health | 5,221 |
| 37 | Polk County Public Health | 3,313 |
| 38 | QUIN County Community Health Services (Kittson, Marshall, Pennington, Red Lake, Roseau) | 3,888 |
| 39 | Ramsey County Department of Health | 59,181 |
| 40 | Redwood-Renville Community Health Board | 3,648 |
| 41 | Rice County Community Health Services | 4,289 |
| 42 | Scott County Human Services | 5,751 |
| 43 | Sherburne County Public Health | 5,410 |
| 44 | Stearns County Department of Human Services | 10,361 |
| 45 | Wabasha County Public Health | 1,367 |
| 46 | Washington County Public Health and Environment | 9,808 |
| 47 | Watonwan County Human Services | 1,237 |
| 48 | Winona County Community Health Board | 3,226 |
| 49 | Wright County Human Services Board | 6,757 |
| TOTAL | | 424,958 |

**Minnesota Department of Human Services
Child & Teen Checkups
2008-2009 (C&TC) Administrative Services Contract**

Contractor Information

Please complete information below: All fields are required.

Contractor Name and Address: _____

City State Zip Code

Check One: _____County Government Entity _____Non-profit Organization

Social Security or Federal I.D. No. _____

Minnesota Tax I.D. No. (If Applicable) _____

Contractor's Authorized Representative: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Data Practices Responsible Representative: _____

Counties Participating in the CHB: _____

**Provider Identification Number for Contractor which will be used to bill for 2008-2009
C&TC Administrative Services:** _____

Claims will be submitted: _____Monthly _____Quarterly _____Other: (specify) _____

Fiscal Agent for the Contractor (if applicable): _____

**All proposed changes to the Contractor's Duties and/or other sections of the Child & Teen
Checkups Administrative Services Contract MUST be described on a separate page(s) and
submitted with the Contractor Information page for DHS approval.**

**STATE OF MINNESOTA
DEPARTMENT OF HUMAN SERVICES COUNTY GRANT CONTRACT**

THIS CONTRACT, and amendments and supplements thereto, is between State of Minnesota, acting through its Department of Human Services – Performance Measurement & Quality Improvement Division (hereinafter STATE) and the County of _____ an independent contractor, not an employee of the State of Minnesota, address _____ (hereinafter CHB {Community Health Board}), witnesseth that:

WHEREAS, the STATE, pursuant to Minnesota Statutes section 256.01 is empowered to enter into contracts for the following services: for the provision of Early and Periodic Screening, Diagnosis and Treatment Administrative Services to Medical Assistance (MA) and MinnesotaCare eligible children (hereinafter Child and Teen Checkups Program or C&TC); and

WHEREAS, the STATE is authorized to use grant funds to contract for the provision of C&TC Administrative Services under section 1902 (a) (43), S 1905 (a)(4)(B) and S 1905 (r) of the Social Security Act as amended in Omnibus Budget Reconciliation Act (OBRA) of 1989, Minnesota Rules 9505.1693 to 9505.1748 and Minnesota Statutes, section 256B.04; and

WHEREAS, the STATE is permitted to share information with the CHB in accordance with Minnesota Statutes, section 13.46; and

WHEREAS, the CHB represents that it is duly qualified and willing to perform the services set forth herein.

NOW, THEREFORE, it is agreed:

I. CHB'S DUTIES. The CHB shall:

- A. Provide C&TC administrative services to children enrolled in MA and MinnesotaCare who reside within the CHB geographic area.
- B. Comply with program policies, procedures, directives and revisions thereto as approved by the STATE as identified in the STATE'S C&TC program communications such as C&TC Coordinator Update Memos and the C&TC Coordinator Handbook which are incorporated herein by reference.
- C. Provide CHB sponsored C&TC administrative services orientation training for new C&TC staff, require new C&TC Coordinator(s) to attend any available C&TC training offered by the STATE and promote attendance, as appropriate, to STATE sponsored C&TC training for new C&TC staff.
- D. Maintain dated documentation of required outreach and follow-up activities.
- E. Document activities to increase C&TC screening services participation ratios.
- F. Determine and document the willingness of eligible families and children to participate in the C&TC Program.
- G. Demonstrate and document attempts to provide outreach to all eligible families and children through written, oral and/or face-to-face communications.

- H. Maintain integrity and security of CATCH data by following STATE instructions and requirements for backing-up CATCH Program databases.
- I. Maintain fully functional CATCH 3.1 software for use in assisting with the completion of contracted duties and responsibilities, following the STATE'S instructions and requirements, including CATCH system requirements, the CATCH User Manual and CATCH monthly download emails which are incorporated herein by reference.
- J. Provide CHB sponsored CATCH training for new C&TC staff, require new C&TC Coordinator(s) to attend any available CATCH training offered by the STATE and promote attendance, as appropriate, to STATE sponsored CATCH training for new C&TC staff.
- K. Comply with the C&TC Budget Worksheet and revisions thereto as approved by the STATE which is incorporated into this contract as Attachment 1.
- L. Perform the tasks set forth in the C&TC Work Plan and revisions thereto as approved by the STATE which is incorporated into this contract as Attachment 2.1 through 2.5.
- M. Comply with all C&TC Program administrative and reporting requirements and revisions thereto as approved by the STATE as identified in Minnesota Department of Human Services Bulletin # 07-15-2 and its Appendices A through H which are on file with the STATE'S Performance Measurement & Quality Improvement Division, 540 Cedar Street, St. Paul, MN 55155 and incorporated herein by reference.
- N. Seek required STATE approval for new C&TC projects, outreach activities, evaluation and survey activities not identified in the approved contract before implementation.
- O. Comply with requirements for pilot projects and new initiatives, incorporate an appropriate evaluation component to monitor the effectiveness of the project outcome and include a final report to the STATE at the conclusion of the project time frame.
- P. Seek required STATE approval to remove activities from approved work plan.
- Q. Demonstrate efforts to use all available resources to increase C&TC participation.

II. CONSIDERATION AND TERMS OF PAYMENT.

- A. **Consideration.** The STATE will pay for all services performed by the CHB under this contract as follows:
 - 1. All compensation shall be determined per Calendar Year (CY). The amount of funding available for CY 2008 is based on an annual estimated number of Medical Assistance eligible children, ages 0-21 to be served by CHB (Appendix A of the DHS Bulletin #07-15-2) and multiplied by \$25.00 per child. Compensation for CY 2008 shall be consistent with the CHB'S Budget Worksheet (Attachment 1), which is incorporated into this contract and revisions thereto as approved by the STATE. Reimbursement shall be based on actual expenses.

The funding available for CY 2009 will also be based on an annual estimated number of Medical Assistance eligible children, ages 0-21 to be served by CHB and multiplied by \$25.00 per child. The amount of funding available per CHB will be made available by the STATE through a DHS Bulletin to be published by August 31, 2008. The CHB shall complete and submit to the STATE a Budget Worksheet for CY 2009 (Attachment 1) which is incorporated into this contract and revisions thereto as approved by the STATE.

2. Reimbursement for travel and subsistence expenses actually and necessarily incurred by the CHB'S performance of this contract shall be as indicated in the attached Budget Worksheet (Attachment 1) for each calendar year and shall be reimbursed in no greater amount than provided in the current Commissioner's Plan (which is incorporated by reference) promulgated by the Commissioner of Employee Relations. The CHB shall not be reimbursed for travel and subsistence expense incurred outside the State of Minnesota unless it has received prior written approval for such out of state travel from the STATE.
3. The total CY 2008 obligation of the STATE for all compensation and reimbursements to the CHB shall not exceed _____ dollars (\$0.00).

The total CY 2009 obligation of the STATE for all compensation and reimbursements to the CHB will be based on the DHS Bulletin to be published by August 31, 2008.

4. Contractors can move up to 10% or \$10,000, whichever is less, of their approved contract funds within budget line items for **approved** activities (included in initial contract work plan) without STATE approval. All equipment purchases require prior approval. Budget revisions in excess of \$10,000 require approval and the submission of a revised budget to the STATE.
5. (If applicable.) For compensation payable under this contract, which is subject to withholding under state or federal law, appropriate amounts will be deducted and withheld by the STATE as required.

B. Terms of Payment.

1. The STATE, using the Medicaid Management Information System (MMIS), will promptly pay the CHB after the submission of a claim for services actually performed. Claims will be submitted in a timely manner and according to the following schedule: _____.
2. (Where applicable. If blank this section does not apply.) Payments are to be made from federal funds obtained by the STATE through Title XIX of the Social Security Act of 1995 (Public law 42 U.S.C. 1396 (a) and amendments thereto) Catalog of Federal Domestic Assistance (CFDA) No. 93.778. If at any time such funds become unavailable, this contract shall be terminated immediately upon written notice of such fact by the STATE to the CHB. In the event of such termination, the CHB shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

III. CONDITIONS OF PAYMENT. All services provided by the CHB pursuant to this contract shall be performed to the satisfaction of the STATE, as determined at the sole

discretion of its Authorized Representative, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. The CHB shall not receive payment for work found by the STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.

- IV. **PAYMENT RECOUPMENT.** The CHB must reimburse the STATE upon demand or the STATE may deduct from future payments under this contract any amounts paid by the STATE, under this or any previous contract, for which invoices and progress reports have not been received, or for which the CHB'S books, records or other documents are not sufficient to clearly substantiate that those amounts were used by the CHB to perform contract services.
- V. **TERMS OF CONTRACT.** This contract shall be effective on **January 01, 2008**, or upon the date that the final required signature is obtained by the STATE, pursuant to Minnesota Statutes, section 16C.05, subdivision 2, whichever occurs later, and shall remain in effect through **December 31, 2009**. The CHB understands that NO work should begin under this contract until ALL required signatures have been obtained, and the CHB is notified to begin work by the STATE'S Authorized Representative. The CHB shall have a continuing obligation, after said contract period, to comply with the following provisions of contract clauses: X. Liability; XI. State Audits; XII. Information Privacy and Security; XIII. Intellectual Property Rights; and XIX. Jurisdiction and Venue.
- VI. **CANCELLATION.**
- A. **For Cause or Convenience.** This contract may be canceled by the STATE or CHB at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, the CHB shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed. The STATE has the right to suspend or terminate this contract immediately when the STATE deems the health or welfare of the service recipients is endangered, when the STATE has reasonable cause to believe that the CHB has breached a material term of the contract, or when the CHB 'S non-compliance with the terms of the contract may jeopardize federal financial participation.
- B. **Insufficient Funds.** The STATE may immediately terminate this contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination will be by written or fax notice to the CHB. The STATE is not obligated to pay for any services that are provided after notice and effective date of termination. However, the CHB will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The STATE will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The STATE must provide the CHB notice of the lack of funding within a reasonable time of the STATE's receiving that notice.
- C. **Breach.** Notwithstanding clause VI A., upon STATE'S knowledge of a curable material breach of the contract by the CHB, STATE shall provide the CHB written notice of the breach and ten (10) days to cure the breach. If the CHB does not cure the breach within the time allowed, the CHB will be in default of this contract and the STATE may cancel the contract immediately thereafter. If the CHB has breached a

material term of this contract and cure is not possible, the STATE may immediately terminate this contract.

VII. AUTHORIZED REPRESENTATIVES AND RESPONSIBLE AUTHORITY.

A. STATE. The STATE'S Authorized Representative for the purposes of administration of this contract is Jane Shaw, C&TC Coordinator or her successor. Such representative shall have final authority for acceptance of the CHB'S services and to determine if such services are satisfactory.

B. CHB. The CHB'S Authorized Representative is:

Name: _____ or his/her successor.

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

If the CHB'S Authorized Representative, provider number and/or geographic area changes at any time during this contract, the CHB must immediately notify the STATE.

VIII. ASSIGNMENT. The CHB shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of the STATE.

IX. AMENDMENTS. Any amendments to this contract shall be in writing, and shall be executed by the same parties who executed the original contract, or their successors in office.

X. LIABILITY. To the extent provided for in Minnesota Statutes, section 466.01 to 466.15, the CHB agrees to be responsible for any and all claims or causes of action arising from the performance of this contract by the CHB or CHB'S agents or employees. This clause shall not be construed to bar any legal remedies the CHB may have for the STATE'S failure to fulfill its obligations pursuant to this contract.

XI STATE AUDITS. Under Minnesota Statutes § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices of the CHB and its employees, agents, or subcontractors relevant to this contract shall be made available and subject to examination by the STATE, including the contracting Agency/Division, Legislative Auditor, and State Auditor for a minimum of six years from the end of this contract.

XII. INFORMATION PRIVACY AND SECURITY.

For purposes of executing its responsibilities and to the extent set forth in this contract, the CHB will be processing health care bills or payments on behalf of the STATE, and/or conducting other health care operations on behalf of the STATE. In carrying out its duties, the CHB will be handling protected health information and other private information concerning individual STATE clients. As such, the CHB agrees to be bound by the state and federal laws protecting the privacy of information, including the Data Practices Act, Medical Records Act, Health Insurance Portability Accountability Act (HIPAA), and federal drug and alcohol treatment regulations.

Because the CHB is handling protected health information and providing health care services to clients on behalf of the STATE, the CHB must comply with the terms of the Information Privacy Agreement signed by its County Administrator, which is on file in the STATE Privacy Official's Office located at the STATE'S Central Office, 540 Cedar Street, St. Paul, MN 55164-0998 and is incorporated herein by reference.

XIII. INTELLECTUAL PROPERTY RIGHTS.

Definitions. *Works* means all inventions, improvements, discoveries (whether or not patentable or copyrightable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the CHB, its employees, agents, and subcontractors, either individually or jointly with others in the performance of the contract. *Works* includes "*Documents.*" *Documents* are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the CHB, its employees, agents, or subcontractors, in the performance of this contract.

Use of Works and Documents. If any Works or Documents are developed by the IMMUNIZATION REISTRY in the performance of this contract, the STATE and the U.S. Department of Health and Human Services will have royalty free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the Works or Documents for government purposes.

XIV. AFFIRMATIVE ACTION and NON-DISCRIMINATION.

Affirmative Action. The CHB is encouraged to prepare and implement an Affirmative Action plan for the employment of qualified minority persons, women and persons with disabilities, and to submit the plan to the Commissioner of Human Rights, in accordance with Minnesota Statutes, section 363A.36.

Non-Discrimination.

- A. The CHB agrees not to discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status in regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age in regard to any position for which the employee or applicant for employment is qualified. Minnesota Statutes section 363A.02. The CHB agrees to take affirmative steps to employ, advance in employment, upgrade, train, and recruit minority persons, women, and persons with disabilities.
- B. The CHB must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The CHB agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Minnesota Rule 5000.3550

C. The CHB agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

Notification to employees and other affected parties. The CHB agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices will state the rights of applicants and employees, and the CHB'S obligation under the law to take affirmative action to employ and advance in employment qualified minority persons, women, and persons with disabilities.

The CHB will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the CHB is bound by the terms of Minnesota Statutes, section 363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment minority persons, women, and persons with physical and mental disabilities.

Compliance with Department of Human Rights Statutes. In the event of the CHB'S noncompliance with the provisions of this clause, actions for noncompliance may be taken in accordance with Minnesota Statutes, section 363A.36, and the rules and relevant orders issued pursuant to the Minnesota Human Rights Act.

XV. WORKERS' COMPENSATION. The CHB certifies that it is in compliance with the workers' compensation insurance coverage requirements of Minnesota Statutes, section 176.181, subdivision 2. The CHB'S employees and agents will not be considered employees of the STATE. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way the STATE'S obligation or responsibility.

XVI. VOTER REGISTRATION REQUIREMENT. The CHB certifies that it will comply with Minnesota Statutes, section 201.162 by providing voter registration services for its employees and for the public served by the CHB.

XVII. OWNERSHIP OF EQUIPMENT. The STATE shall have the right to require transfer of all equipment purchased with contract funds (including title) to the STATE or to an eligible non-STATE party named by the STATE. This right will normally be exercised by the STATE only if the project or program for which the equipment was acquired is transferred from one CHB to another.

XVIII. FEDERAL AUDIT REQUIREMENTS AND CHB DEBARMENT INFORMATION. The CHB certifies it will comply with the Single Audit Act, and OMB Circular A-133, as applicable. All sub-recipients receiving \$500,000 or more of federal assistance in a fiscal year will obtain a financial and compliance audit made in accordance with the Single Audit Act, or OMB Circular A-133, as applicable. Failure to comply with these requirements could result in forfeiture of federal funds.

CHB DEBARMENT, SUSPENSION AND RESPONSIBILITY CERTIFICATION. Federal Regulation 45 CFR 92.35 prohibits the STATE from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minnesota Statutes section 16C.03, subdivision 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the STATE.

BY SIGNING THIS CONTRACT, THE CHB CERTIFIES THAT IT AND ITS PRINCIPALS:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental department or agency; and
2. Have not within a three-year period preceding this contract: a) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract; b) violated any federal or state antitrust statutes; or c) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: a) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction; b) violating any federal or state antitrust statutes; or c) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
4. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this contract are in violation of any of the certifications set forth above.
5. Shall immediately give written notice to the STATE should the CHB come under investigation for allegations of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing: a public (federal, state or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

XIX. JURISDICTION AND VENUE. This contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

XX. WAIVER. If the STATE fails to enforce any provision of this contract, that failure does not waive the provision or the STATE'S right to enforce it.

XXI. CONTRACT COMPLETE. This contract contains all negotiations and agreements between the STATE and the CHB. No other understanding regarding this contract, whether written or oral may be used to bind either party.

XXI. OTHER PROVISIONS.

1. The CHB agrees that no religious based counseling shall take place under the auspices of this contract.
2. If the CHB has an independent audit, a copy of the audit shall be submitted to the STATE.

3. **SUBCONTRACTS.** No rights or obligation of the CHB under this contract shall be subcontracted by the CHB without prior written approval of the STATE. All subcontracts will incorporate the laws, rules and regulations governing this contract. The CHB shall bear full responsibility for performance under all approved subcontracts, shall forward copies of such subcontracts to the STATE upon request, and shall bear all costs for defense of any litigation arising out of any subcontract.

Payment to Subcontractors

(If applicable) As required by Minnesota Statutes §16A.1245, the CHB must pay all subcontractors, less any retainage, within 10 calendar days of the CHB'S receipt of payment from the STATE for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED:

**1. STATE ENCUMBRANCE
VERIFICATION**

Individual certifies that funds have been encumbered as required by Minnesota Statutes. 16A and 16C.15

| |
|---|
| By: <u>Not Applicable for MMIS</u> |
| Date |
| Contract No: |

3. STATE AGENCY

| |
|-------------------------------|
| By (with delegated authority) |
| Title: Director, PMQI |
| Date: |

2. CHB

Included are applicable articles, by-laws, resolutions, or ordinances that authorizes signatory (ies) below.

| |
|--------|
| By: |
| Title: |
| Date: |

I certify that the signatories for the CHB have lawful authority, by virtue of the corporate by-laws or a corporate resolution, to bind the CHB to the terms of this contract.

(Attorney for CHB)

| |
|--------|
| By: |
| Title: |
| Date: |

Distribution:

Agency - Original (fully executed)
CHB
State Authorized Representative

**STATE OF MINNESOTA
DEPARTMENT OF HUMAN SERVICES REGIONAL GRANT CONTRACT**

THIS CONTRACT, and amendments and supplements thereto, is between State of Minnesota, acting through its Department of Human Services – Performance Measurement & Quality Improvement Division (hereinafter STATE) and _____ an independent contractor, not an employee of the State of Minnesota, address _____ (hereinafter CHB {Community Health Board}), witnesseth that:

WHEREAS, the STATE, pursuant to Minnesota Statutes section 256.01 is empowered to enter into contracts for the following services: for the provision of Early and Periodic Screening, Diagnosis and Treatment Administrative Services to Medical Assistance (MA) and MinnesotaCare eligible children (hereinafter Child and Teen Checkups Program or C&TC); and

WHEREAS, the STATE is authorized to use grant funds to contract for the provision of C&TC Administrative Services under section 1902 (a) (43), S 1905 (a)(4)(B) and S 1905 (r) of the Social Security Act as amended in Omnibus Budget Reconciliation Act (OBRA) of 1989, Minnesota Rules 9505.1693 to 9505.1748 and Minnesota Statutes, section 256B.04; and

WHEREAS, the CHB consists of the counties of _____; and

WHEREAS, _____ or its successor will be the fiscal agent for the CHB; and

WHEREAS, the STATE is permitted to share information with the CHB in accordance with Minnesota Statutes, section 13.46; and

WHEREAS, the CHB represents that it is duly qualified and willing to perform the services set forth herein.

NOW, THEREFORE, it is agreed:

I. CHB'S DUTIES. The CHB shall:

- A. Provide C&TC administrative services to children enrolled in MA and MinnesotaCare who reside within the CHB geographic area.
- B. Comply with program policies, procedures, directives and revisions thereto as approved by the STATE as identified in the STATE'S C&TC program communications such as C&TC Coordinator Update Memos and the C&TC Coordinator Handbook which are incorporated herein by reference.
- C. Provide CHB sponsored C&TC administrative services orientation training for new C&TC staff, require new C&TC Coordinator(s) to attend any available C&TC training offered by the STATE and promote attendance, as appropriate, to STATE sponsored C&TC training for new C&TC staff.
- D. Maintain dated documentation of required outreach and follow-up activities.
- E. Document activities to increase C&TC screening services participation ratios.

- F. Determine and document the willingness of eligible families and children to participate in the C&TC Program.
- G. Demonstrate and document attempts to provide outreach to all eligible families and children through written, oral and/or face-to-face communications.
- H. Maintain integrity and security of CATCH data by following STATE instructions and requirements for backing-up CATCH Program databases.
- I. Maintain fully functional CATCH 3.1 software for use in assisting with the completion of contracted duties and responsibilities, following the STATE'S instructions and requirements, including CATCH system requirements, the CATCH User Manual and CATCH monthly download emails which are incorporated herein by reference.
- J. Provide CHB sponsored CATCH training for new C&TC staff, require new C&TC Coordinator(s) to attend any available CATCH training offered by the STATE and promote attendance, as appropriate, to STATE sponsored CATCH training for new C&TC staff.
- K. Comply with the C&TC Budget Worksheet and revisions thereto as approved by the STATE which is incorporated into this contract as Attachment 1.
- L. Perform the tasks set forth in the C&TC Work Plan and revisions thereto as approved by the STATE which is incorporated into this contract as Attachment 2.1 through 2.5.
- M. Comply with all C&TC Program administrative and reporting requirements and revisions thereto as approved by the STATE as identified in Minnesota Department of Human Services Bulletin # 07-15-2 and its Appendices A through H which are on file with the STATE'S Performance Measurement & Quality Improvement Division, 540 Cedar Street, St. Paul, MN 55155 and incorporated herein by reference.
- N. Seek required STATE approval for new C&TC projects, outreach activities, evaluation and survey activities not identified in the approved contract before implementation.
- O. Comply with requirements for pilot projects and new initiatives, incorporate an appropriate evaluation component to monitor the effectiveness of the project outcome and include a final report to the STATE at the conclusion of the project time frame.
- P. Seek required STATE approval to remove activities from approved work plan.
- Q. Demonstrate efforts to use all available resources to increase C&TC participation.

II. CONSIDERATION AND TERMS OF PAYMENT.

A. Consideration. The STATE will pay for all services performed by the CHB under this contract as follows:

- 1. All compensation shall be determined per Calendar Year (CY). The amount of funding available for CY 2008 is based on an annual estimated number of Medical Assistance eligible children, ages 0-21 to be served by CHB (Appendix A of the DHS Bulletin #07-15-2) and multiplied by \$25.00 per child. Compensation for CY 2008 shall be consistent with the CHB'S Budget Worksheet (Attachment 1),

which is incorporated into this contract and and revisions thereto as approved by the STATE. Reimbursement shall be based on actual expenses. Payments for this contract will be made to the CHB'S approved and designated fiscal agent or its successor _____.

The funding available for CY 2009 will also be based on an annual estimated number of Medical Assistance eligible children, ages 0-21 to be served by CHB and multiplied by \$25.00 per child. The amount of funding available per CHB will be made available by the STATE through a DHS Bulletin to be published by August 31, 2008. The CHB shall complete and submit to the STATE a Budget Worksheet for CY 2009 (Attachment 1) which is incorporated into this contract and revisions thereto as approved by the STATE.

2. Reimbursement for travel and subsistence expenses actually and necessarily incurred by the CHB'S performance of this contract shall be as indicated in the attached Budget Worksheet (Attachment 1) for each calendar year and shall be reimbursed in no greater amount than provided in the current Commissioner's Plan (which is incorporated by reference) promulgated by the Commissioner of Employee Relations. The CHB shall not be reimbursed for travel and subsistence expense incurred outside the State of Minnesota unless it has received prior written approval for such out of state travel from the STATE.
3. The total CY 2008 obligation of the STATE for all compensation and reimbursements to the CHB shall not exceed _____ dollars (\$0.00).

The total CY 2009 obligation of the STATE for all compensation and reimbursements to the CHB will be based on the DHS Bulletin to be published by August 31, 2008.

4. Contractors can move up to 10% or \$10,000, whichever is less, of their approved contract funds within budget line items for **approved** activities (included in initial contract work plan) without STATE approval. All equipment purchases require prior approval. Budget revisions in excess of \$10,000 require approval and the submission of a revised budget to the STATE.
5. (If applicable.) For compensation payable under this contract, which is subject to withholding under state or federal law, appropriate amounts will be deducted and withheld by the STATE as required.

B. Terms of Payment.

1. The STATE, using the Medicaid Management Information System (MMIS), will promptly pay the CHB after the submission of a claim for services actually performed. Claims will be submitted in a timely manner and according to the following schedule: _____.
2. (Where applicable. If blank this section does not apply.) Payments are to be made from federal funds obtained by the STATE through Title XIX of the Social Security Act of 1995 (Public law 42 U.S.C. 1396 (a) and amendments thereto) Catalog of Federal Domestic Assistance (CFDA) No. 93.778. If at any time such funds become unavailable, this contract shall be terminated immediately upon written notice of such fact by the STATE to the CHB. In the event of such

termination, the CHB shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

- III. CONDITIONS OF PAYMENT.** All services provided by the CHB pursuant to this contract shall be performed to the satisfaction of the STATE, as determined at the sole discretion of its Authorized Representative, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. The CHB shall not receive payment for work found by the STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.
- IV. PAYMENT RECOUPMENT.** The CHB must reimburse the STATE upon demand or the STATE may deduct from future payments under this contract any amounts paid by the STATE, under this or any previous contract, for which invoices and progress reports have not been received, or for which the CHB'S books, records or other documents are not sufficient to clearly substantiate that those amounts were used by the CHB to perform contract services.
- V. TERMS OF CONTRACT.** This contract shall be effective on **January 01, 2008**, or upon the date that the final required signature is obtained by the STATE, pursuant to Minnesota Statutes, section 16C.05, subdivision 2, whichever occurs later, and shall remain in effect through **December 31, 2009**. The CHB understands that NO work should begin under this contract until ALL required signatures have been obtained, and the CHB is notified to begin work by the STATE'S Authorized Representative. The CHB shall have a continuing obligation, after said contract period, to comply with the following provisions of contract clauses: X. Liability; XI. State Audits; XII. Information Privacy and Security; XIII. Intellectual Property Rights; and XIX. Jurisdiction and Venue.
- VI. CANCELLATION.**
- A. For Cause or Convenience.** This contract may be canceled by the STATE or CHB at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, the CHB shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed. The STATE has the right to suspend or terminate this contract immediately when the STATE deems the health or welfare of the service recipients is endangered, when the STATE has reasonable cause to believe that the CHB has breached a material term of the contract, or when the CHB 'S non-compliance with the terms of the contract may jeopardize federal financial participation.
- B. Insufficient Funds.** The STATE may immediately terminate this contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination will be by written or fax notice to the CHB. The STATE is not obligated to pay for any services that are provided after notice and effective date of termination. However, the CHB will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The STATE will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The STATE must provide the CHB notice of the lack of funding within a reasonable time of the STATE's receiving that notice.

C. Breach. Notwithstanding clause VI A, upon STATE'S knowledge of a curable material breach of the contract by the CHB, STATE shall provide the CHB written notice of the breach and ten (10) days to cure the breach. If the CHB does not cure the breach within the time allowed, the CHB will be in default of this contract and the STATE may cancel the contract immediately thereafter. If the CHB has breached a material term of this contract and cure is not possible, the STATE may immediately terminate this contract.

VII. AUTHORIZED REPRESENTATIVES AND RESPONSIBLE AUTHORITY.

A. STATE. The STATE'S Authorized Representative for the purposes of administration of this contract is Jane Shaw, C&TC Coordinator or her successor. Such representative shall have final authority for acceptance of the CHB'S services and to determine if such services are satisfactory.

B. CHB. The CHB'S Authorized Representative is:

Name: _____ or his/her successor.

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

If the CHB'S Authorized Representative, provider number, geographic area, and/or fiscal agent changes at any time during this contract, the CHB must immediately notify the STATE.

C. Information Privacy and Security. (If applicable) CHB'S responsible authority for the purposes of complying with data privacy and security for this contract is _____ or his/her successor.

VIII. ASSIGNMENT. The CHB shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of the STATE.

IX. AMENDMENTS. Any amendments to this contract shall be in writing, and shall be executed by the same parties who executed the original contract, or their successors in office.

X. LIABILITY. To the extent provided for in Minnesota Statutes, section 466.01 to 466.15, the CHB agrees to be responsible for any and all claims or causes of action arising from the performance of this contract by the CHB or CHB'S agents or employees. This clause shall not be construed to bar any legal remedies the CHB may have for the STATE'S failure to fulfill its obligations pursuant to this contract.

XI. STATE AUDITS. Under Minnesota Statutes § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices of the CHB and its employees, agents, or subcontractors relevant to this contract shall be made available and subject to examination by the STATE, including the contracting Agency/Division, Legislative Auditor, and State Auditor for a minimum of six years from the end of this contract.

XII. INFORMATION PRIVACY AND SECURITY.

For purposes of executing its responsibilities and to the extent set forth in this contract, the CHB will be considered part of the “welfare system,” as defined in Minnesota Statutes, section 13.46, subdivision 1.

1. Information Covered by this Provision. In carrying out its duties, the CHB will be handling one or more types of private information, collectively referred to as “protected information,” concerning individual STATE clients. “Protected information,” for purposes of this contract, includes any or all of the following:

- (a) Private data (as defined in Minnesota Statutes §13.02, subdivision 12), confidential data (as defined in Minnesota Statutes §13.02, subdivision 3), welfare data (as governed by Minnesota Statutes §13.46), medical data (as governed by Minnesota Statutes §13.384), and other non-public data governed elsewhere in the Minnesota Government Data Practices Act (MGDPA), Minnesota Statutes Chapter 13;
- (b) Medical records (as governed by the Minnesota Medical Records Act [Minnesota Statutes §144.335]);
- (c) Chemical health records (as governed by 42 U.S.C. § 290dd-2 and 42 CFR § 2.1 to § 2.67);
- (d) Protected health information (“PHI”) (as defined in and governed by the Health Insurance Portability Accountability Act [“HIPAA”], 45 CFR § 164.501); and
- (e) Other data subject to applicable state and federal statutes, rules, and regulations affecting the collection, storage, use, or dissemination of private or confidential information.

2. Duties Relating to Protection of Information.

- (a) **Duty to ensure proper handling of information.** The CHB shall be responsible for ensuring proper handling and safeguarding by its employees, subcontractors, and authorized agents of protected information collected, created, used, maintained, or disclosed on behalf of the STATE. This responsibility includes ensuring that employees and agents comply with and are properly trained regarding, as applicable, the laws listed above in paragraph XII.1.
- (b) **Minimum necessary access to information.** The CHB shall comply with the “minimum necessary” access and disclosure rule set forth in the HIPAA and the MGDPA. The collection, creation, use, maintenance, and disclosure by the CHB shall be limited to “that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government.” See, respectively, 45 CFR §§ 164.502(b) and 164.514(d), and Minnesota Statutes § 13.05 subdivision 3.
- (c) **Information Requests.** Unless provided for otherwise in this contract, if the CHB receives a request to release the information referred to in this Clause, the CHB must immediately notify STATE. The STATE will give the CHB instructions concerning the release of the data to the requesting party before the data is released.

3. CHB’S Use of Information. CHB shall:

- (a) Not use or further disclose protected information created, collected, received, stored, used, maintained or disseminated in the course or performance of this contract other than as permitted or required by this contract or as required by law, either during the period of this contract or hereafter.
- (b) Use appropriate safeguards to prevent use or disclosure of the protected information by its employees, subcontractors and agents other than as provided for by this contract. This includes, but is not limited to, having implemented administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic protected health information that it creates, receives, maintains, or transmits on behalf of the STATE.
- (c) Report to the STATE any privacy or security incident of which it becomes aware. For purposes of this contract, "Security incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. "Privacy incident" means violation of the Minnesota Government Data Practices Act (MGDPA) and/or the HIPAA Privacy Rule (45 CFR Part 164, Subpart E), including, but not limited to, improper and/or unauthorized use or disclosure of protected information, and incidents in which the confidentiality of the information maintained by it has been breached.
- (d) Consistent with this contract, ensure that any agents (including contractors and subcontractors), analysts, and others to whom it provides protected information, agree in writing to be bound by the same restrictions and conditions that apply to it with respect to such information.
- (e) Mitigate, to the extent practicable, any harmful effects known to it of a use, disclosure, or breach of security with respect to protected information by it in violation of this contract.

4. STATE'S Duties. STATE shall:

- (a) Only release information which it is authorized by law or regulation to share with the CHB.
- (b) Obtain any required consents, authorizations or other permissions that may be necessary for it to share information with the CHB.
- (c) Notify the CHB of limitation(s), restrictions, changes, or revocation of permission by an individual to use or disclose protected information, to the extent that such limitation(s), restrictions, changes or revocation may affect the CHB'S use or disclosure of protected information.
- (d) Not request the CHB to use or disclose protected information in any manner that would not be permitted under law if done by the STATE.

5. Disposition and/or Retention of Protected Information/Data upon Completion, Expiration, or Agreement Termination.

Upon completion, expiration, or termination of this contract, the CHB will return or destroy all protected information received from the STATE or created or received by the CHB for purposes associated with this contract. The CHB will retain no copies of such protected information, provided that if both parties agree that such return or destruction is not feasible, or if the CHB is required by the applicable regulation, rule or statutory retention schedule to retain beyond the life of this contract, the CHB will extend the protection of the Information Privacy and Security Clause of this contract to the protected information not returned or destroyed, and refrain from further use or disclosure of such information for as long as the CHB retains the protected information.

- 6. Sanctions.** In addition to acknowledging and accepting the terms set forth in X Liability of this contract relating to liability, the parties acknowledge that violation of the laws and protections described above could result in limitations being placed on future access to protected information, in investigation and imposition of sanctions by the U.S. Department of Health and Human Services, Office for Civil Rights, and/or in civil and criminal penalties.
- 7. Additional Business Associate Duties.** To the extent the CHB handles protected health information in order to provide health care-related administrative services on behalf of the STATE and is a “Business Associate” of the STATE, as that term is defined in HIPPA, the CHB shall also:
 - (a) Make available protected health information in accordance with 45 CFR §164.524.
 - (b) Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.526.
 - (c) Make its internal practices, books, records, policies, procedures, and documentation relating to the use, disclosure, and/or security of protected health information available to the other Party and/or the Secretary of the United States Department of Health and Human Services (HHS) for purposes of determining compliance with the Privacy Rule and Security Standards, subject to attorney-client and other applicable legal privileges.
 - (d) Comply with any and all other applicable provisions of the HIPAA Privacy Rule and Security Standards, including future amendments thereto.
 - (e) Document such disclosures of protected health information and information related to such disclosures as would be required for the STATE to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.
 - (f) Provide to the STATE information required to respond to a request by an individual for an accounting of disclosures of protected health information in accordance with 45 CFR §164.528.

XIII. INTELLECTUAL PROPERTY RIGHTS.

Definitions. *Works* means all inventions, improvements, discoveries (whether or not patentable or copyrightable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks

conceived, reduced to practice, created or originated by the CHB, its employees, agents, and subcontractors, either individually or jointly with others in the performance of the contract. *Works* includes "*Documents*." *Documents* are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the CHB, its employees, agents, or subcontractors, in the performance of this contract.

Use of Works and Documents. If any Works or Documents are developed by the IMMUNIZATION REISTRY in the performance of this contract, the STATE and the U.S. Department of Health and Human Services will have royalty free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the Works or Documents for government purposes.

XIV. AFFIRMATIVE ACTION and NON-DISCRIMINATION.

Affirmative Action requirements for contractors with more than 40 full-time employees and a contract in excess of \$100,000. If CHB has had more than 40 full-time employees within the State of Minnesota on a single working day during the previous twelve months preceding the date CHB submitted its response to the STATE, it must have an affirmative action plan, approved by the Commissioner of Human Rights of the State of Minnesota, for the employment of qualified minority persons, women and persons with disabilities. See Minnesota Statutes section 363A.36 (2003). If CHB has had more than 40 full-time employees on a single working day during the previous twelve months in the state in which it has its primary place of business, then CHB must **either:** 1) have a current Minnesota certificate of compliance issued by the Minnesota Commissioner of Human Rights; **or** 2) certify that it is in compliance with federal Affirmative Action requirements.

Affirmative Action and Non-Discrimination requirements for all contractors:

- A. The CHB agrees not to discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status in regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age in regard to any position for which the employee or applicant for employment is qualified. Minnesota Statutes section 363A.02. The CHB agrees to take affirmative steps to employ, advance in employment, upgrade, train, and recruit minority persons, women, and persons with disabilities.
- B. The CHB must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The CHB agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Minnesota Rule 5000.3550
- C. The CHB agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

Notification to employees and other affected parties. The CHB agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices will state the rights of applicants and employees, and the CHB'S obligation under the law to take affirmative action to employ and advance in employment qualified minority persons, women, and persons with disabilities.

The CHB will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the CHB is bound by the terms of Minnesota Statutes, section 363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment minority persons, women, and persons with physical and mental disabilities.

Compliance with Department of Human Rights Statutes. In the event of the CHB'S noncompliance with the provisions of this clause, actions for noncompliance may be taken in accordance with Minnesota Statutes, section 363A.36, and the rules and relevant orders issued pursuant to the Minnesota Human Rights Act.

- XV. WORKERS' COMPENSATION.** The CHB certifies that it is in compliance with the workers' compensation insurance coverage requirements of Minnesota Statutes, section 176.181, subdivision 2. The CHB'S employees and agents will not be considered employees of the STATE. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way the STATE'S obligation or responsibility.
- XVI. VOTER REGISTRATION REQUIREMENT.** The CHB certifies that it will comply with Minnesota Statutes, section 201.162 by providing voter registration services for its employees and for the public served by the CHB.
- XVII. OWNERSHIP OF EQUIPMENT.** The STATE shall have the right to require transfer of all equipment purchased with contract funds (including title) to the STATE or to an eligible non-STATE party named by the STATE. This right will normally be exercised by the STATE only if the project or program for which the equipment was acquired is transferred from one CHB to another.
- XVIII. FEDERAL AUDIT REQUIREMENTS AND CHB DEBARMENT INFORMATION.** The CHB certifies it will comply with the Single Audit Act, and OMB Circular A-133, as applicable. All sub-recipients receiving \$500,000 or more of federal assistance in a fiscal year will obtain a financial and compliance audit made in accordance with the Single Audit Act, or OMB Circular A-133, as applicable. Failure to comply with these requirements could result in forfeiture of federal funds.

CHB DEBARMENT, SUSPENSION AND RESPONSIBILITY CERTIFICATION. Federal Regulation 45 CFR 92.35 prohibits the STATE from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minnesota Statutes section 16C.03, subdivision 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the STATE.

BY SIGNING THIS CONTRACT, THE CHB CERTIFIES THAT IT AND ITS PRINCIPALS:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental department or agency; and
2. Have not within a three-year period preceding this contract: a) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract; b) violated any federal or state antitrust statutes; or c) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: a) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction; b) violating any federal or state antitrust statutes; or c) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
4. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this contract are in violation of any of the certifications set forth above.
5. Shall immediately give written notice to the STATE should the CHB come under investigation for allegations of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing: a public (federal, state or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

XIX. JURISDICTION AND VENUE. This contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

XX. WAIVER. If the STATE fails to enforce any provision of this contract, that failure does not waive the provision or the STATE'S right to enforce it.

XXI. CONTRACT COMPLETE. This contract contains all negotiations and agreements between the STATE and the CHB. No other understanding regarding this contract, whether written or oral may be used to bind either party.

XXI. OTHER PROVISIONS.

1. CHB agrees that it will at all times during the term of the contract keep in force a general liability insurance policy with the following minimum amounts: \$300,000 for bodily injury or property damage to any one person; and \$1,000,000 for total injuries and/or damages arising from any one incident.
2. The CHB further agrees to keep in force a blanket employee theft/employee dishonesty policy in at least the total amount of the first year's contract award as either an addendum on its general liability insurance policy, or, if it is not feasible to include

it as an addendum to a general liability insurance policy, as a stand-alone employee theft/employee dishonesty policy. *The STATE will be named as either a joint payee or the certificate holder on the employee theft/employee dishonesty addendum or on the stand-alone employee theft/employee dishonesty policy, whichever is applicable.* Only in cases in which the first year's contract award exceeds the available general liability coverage may CHB provide blanket employee theft/employee dishonesty insurance in an amount equal to either 25% of the yearly contract amount. *Upon execution of this contract, the CHB shall make available upon request to the STATE copies of such insurance policies, and proof of payment of premium.*

3. The CHB agrees that no religious based counseling shall take place under the auspices of this contract.
4. If the CHB has an independent audit, a copy of the audit shall be submitted to the STATE.
3. **SUBCONTRACTS.** No rights or obligation of the CHB under this contract shall be subcontracted by the CHB without prior written approval of the STATE. All subcontracts will incorporate the laws, rules and regulations governing this contract. The CHB shall bear full responsibility for performance under all approved subcontracts, shall forward copies of such subcontracts to the STATE upon request, and shall bear all costs for defense of any litigation arising out of any subcontract.

Payment to Subcontractors

(If applicable) As required by Minnesota Statutes §16A.1245, the CHB must pay all subcontractors, less any retainage, within 10 calendar days of the CHB'S receipt of payment from the STATE for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED:

**1. STATE ENCUMBRANCE
VERIFICATION**

Individual certifies that funds have been encumbered as required by Minnesota Statutes. 16A and 16C.15

| |
|---|
| By: <u>Not Applicable for MMIS</u> |
| Date |
| Contract No: |

3. STATE AGENCY

| |
|-------------------------------|
| By (with delegated authority) |
| Title: Director, PMQI |
| Date: |

2. CHB

Included are applicable articles, by-laws, resolutions, or ordinances that authorizes signatory (ies) below.

| |
|--------|
| By: |
| Title: |
| Date: |

I certify that the signatories for the CHB have lawful authority, by virtue of the corporate by-laws or a corporate resolution, to bind the CHB to the terms of this contract.

(Attorney for CHB)

| |
|--------|
| By: |
| Title: |
| Date: |

Distribution:

Agency - Original (fully executed)
CHB
State Authorized Representative

**STATE OF MINNESOTA
DEPARTMENT OF HUMAN SERVICES RESERVATION GRANT CONTRACT**

WHEREAS, the State of Minnesota desires to purchase certain services in connection with Early and Periodic Screening, Diagnosis and Treatment Administrative Services to Medical Assistance (MA) and MinnesotaCare eligible children (hereinafter Child and Teen Checkups Program or C&TC); and

WHEREAS, The State of Minnesota and the _____ Reservation have a shared interest in the delivery of C&TC Administrative Services on the _____ Reservation; and

WHEREAS, the State of Minnesota, Department of Human Services, is authorized to enter into contracts pursuant to Minnesota Statutes, section 256.01; and

WHEREAS, the State of Minnesota, pursuant to Minnesota Statutes, section 16C.05, subdivision 7, shall not require an Indian tribe or band to deny their sovereignty as a requirement or condition of a contract with the STATE or an agency of the STATE; and

WHEREAS STATE is permitted to share information with the RESERVATION in accordance with Minnesota Statute, section 13.46, and

WHEREAS, the _____ Reservation represents that it is duly qualified and willing to perform the services set forth herein;

NOW THEREFORE, this contract, which shall be interpreted pursuant to the laws of the State of Minnesota, is entered into by the State of Minnesota, acting through its Department of Human Services – Performance Measurement & Quality Division, (hereinafter STATE) and address _____, an independent contractor, and not an employee of the State of Minnesota (hereinafter RESERVATION).

I. RESERVATION'S DUTIES. RESERVATION shall:

- A. Provide C&TC administrative services to tribal children enrolled in MA and MinnesotaCare who reside within the RESERVATION'S Contract Health Services Delivery Area (CHSDA).
- B. Comply with program policies, procedures, directives and revisions thereto as approved by the STATE as identified in the STATE'S C&TC program communications such as C&TC Coordinator Update Memos and the C&TC Coordinator Handbook which are incorporated herein by reference.
- C. Provide RESERVATION sponsored C&TC administrative services orientation training for new C&TC staff, require new C&TC Coordinator(s) to attend any available C&TC training offered by the STATE and promote attendance, as appropriate, to STATE sponsored C&TC training for new C&TC staff.
- D. Maintain dated documentation of required outreach and follow-up activities.
- E. Document activities to increase C&TC screening services participation ratios.

- F. Determine and document the willingness of eligible families and children to participate in the C&TC Program.
- G. Demonstrate and document attempts to provide outreach to all eligible families and children through written, oral and/or face-to-face communications.
- H. Maintain integrity and security of CATCH data by following STATE instructions and requirements for backing-up CATCH Program databases.
- I. Maintain fully functional CATCH 3.1 software for use in assisting with the completion of contracted duties and responsibilities, following the STATE'S instructions and requirements, including CATCH system requirements, the CATCH User Manual and CATCH monthly download emails which are incorporated herein by reference.
- J. Provide RESERVATION sponsored CATCH training for new C&TC staff, require new C&TC Coordinator(s) to attend any available CATCH training offered by the STATE and promote attendance, as appropriate, to STATE sponsored CATCH training for new C&TC staff.
- K. Comply with the C&TC Budget Worksheet and revisions thereto as approved by the STATE which is incorporated into this contract as Attachment 1.
- L. Perform the tasks set forth in the C&TC Work Plan and revisions thereto as approved by the STATE which is incorporated into this contract as Attachment 2.1 through 2.5.
- M. Comply with all C&TC Program administrative and reporting requirements and revisions thereto as approved by the STATE as identified in Minnesota Department of Human Services Bulletin # 07-15-2 and its Appendices A through H which are on file with the STATE'S Performance Measurement & Quality Improvement Division, 540 Cedar Street, St. Paul, MN 55155 and incorporated herein by reference.
- N. Seek required STATE approval for new C&TC projects, outreach activities, evaluation and survey activities not identified in the approved contract before implementation.
- O. Comply with requirements for pilot projects and new initiatives, incorporate an appropriate evaluation component to monitor the effectiveness of the project outcome and include a final report to the STATE at the conclusion of the project time frame.
- P. Seek required STATE approval to remove activities from approved work plan.
- Q. Demonstrate efforts to use all available resources to increase C&TC participation.

II. CONSIDERATION AND TERMS OF PAYMENT.

- A. **Consideration.** The STATE will pay for all services performed by the RESERVATION under this contract as follows:
 - 1. All compensation shall be determined per Calendar Year (CY). The amount of funding available for CY 2008 is based on an annual estimated number of

Medical Assistance eligible children, ages 0-21 to be served by RESERVATION (Appendix A of the DHS Bulletin #07-15-2) and multiplied by \$25.00 per child. Compensation for CY 2008 shall be consistent with the RESERVATION'S Budget Worksheet (Attachment 1), which is incorporated into this contract and and revisions thereto as approved by the STATE. Reimbursement shall be based on actual expenses.

The funding available for CY 2009 will also be based on an annual estimated number of Medical Assistance eligible children, ages 0-21 to be served by RESERVATION and multiplied by \$25.00 per child. The amount of funding available per RESERVATION will be made available by the STATE through a DHS Bulletin to be published by August 31, 2008. The RESERVATION shall complete and submit to the STATE a Budget Worksheet for CY 2009 (Attachment 1) which is incorporated into this contract and revisions thereto as approved by the STATE.

2. Reimbursement for travel and subsistence expenses actually and necessarily incurred by the RESERVATION'S performance of this contract shall be as indicated in the attached Budget Worksheet (Attachment 1) for each calendar year and shall be reimbursed in no greater amount than provided in the current Commissioner's Plan (which is incorporated by reference) promulgated by the Commissioner of Employee Relations. The RESERVATION shall not be reimbursed for travel and subsistence expense incurred outside the State of Minnesota unless it has received prior written approval for such out of state travel from the STATE.
3. The total CY 2008 obligation of the STATE for all compensation and reimbursements to RESERVATION shall not exceed _____ dollars (\$0.00).

The total CY 2009 obligation of the STATE for all compensation and reimbursements to the RESERVATION will be based on the DHS Bulletin to be published by August 31, 2008.

4. RESERVATION can move up to 10% or \$10,000, whichever is less, of their approved contract funds within budget line items for **approved** activities (included in initial contract work plan) without STATE approval. All equipment purchases require prior approval. Budget revisions in excess of \$10,000 require approval and the submission of a revised budget to the STATE.
5. (If applicable.) For compensation payable under this contract, which is subject to withholding under state or federal law, appropriate amounts will be deducted and withheld by the State as required.

B. Terms of Payment

1. The STATE, using the Medicaid Management Information System (MMIS), will promptly pay the RESERVATION after the RESERVATION submits a claim for the C&TC administrative services actually performed. Claims will be submitted in a timely manner and according to the following schedule: _____.

2. (Where applicable. If blank this section does not apply.) Payments are to be made from federal funds obtained by the STATE through Title XIX of the Social Security Act of 1995 (Public law 42 U.S.C. 1396 (a) and amendments thereto) Catalog of Federal Domestic Assistance (CFDA) No. 93.778. If at any time such funds become unavailable, this contract shall be terminated immediately upon written notice of such fact by the STATE to the RESERVATION. In the event of such termination, RESERVATION shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

III. CONDITIONS OF PAYMENT. All services provided by RESERVATION pursuant to this contract shall be performed to the satisfaction of the STATE, as determined at the sole discretion of its Authorized Representative, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. The RESERVATION shall not receive payment for work found by the STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.

IV. PAYMENT RECOUPMENT. The RESERVATION must reimburse the STATE upon demand or the STATE may deduct from future payments under this contract or future contracts the following:

1. Any amounts received by the RESERVATION from the STATE for contract services which have been inaccurately reported or are found to be unsubstantiated.
2. Any amounts paid by the RESERVATION to a subcontractor not authorized in writing by the STATE.
3. Any amount paid by the STATE for services which either duplicate services covered by other specific contracts, or amounts determined by the STATE as non-allowable under the line item budget, section II. A. 1.
4. Any amounts paid by the STATE for which the RESERVATION'S books, records and other documents are not sufficient to clearly substantiate that those amounts were used by the RESERVATION to perform contract services, in accordance with section.
5. Any amount identified as a financial audit exception.

V. TERMS OF CONTRACT. This contract shall be effective on **January 01, 2008**, or upon the date that the final required signature is obtained by the STATE, pursuant to Minnesota Statutes § 16C.05, subdivision 2, whichever occurs later, and shall remain in effect through **December 31, 2009**, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. RESERVATION understands that NO work should begin under this contract until ALL required signatures have been obtained, and RESERVATION is notified to begin work by the STATE's Authorized Representative. The RESERVATION shall have a continuing obligation, after said contract period, to comply with the following provisions of contract clauses: XII. State Audits; XV. Information Privacy and Security; and XVI. Ownership of Materials and Intellectual Property Rights.

VI. CANCELLATION.

A. For Cause or Convenience. This contract may be canceled by the STATE or RESERVATION at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, RESERVATION shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed. The STATE has the right to suspend or terminate this contract immediately when the STATE deems the health or welfare of the service recipients is endangered, when the STATE has reasonable cause to believe that the RESERVATION has breached a material term of the contract, or when RESERVATION'S non-compliance with the terms of the contract may jeopardize federal financial participation.

B. Insufficient Funds. The STATE may immediately terminate this contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination will be by written or fax notice to the RESERVATION. The STATE is not obligated to pay for any services that are provided after notice and effective date of termination. However, the RESERVATION will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The STATE will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The STATE must provide the RESERVATION notice of the lack of funding within a reasonable time of the STATE'S receiving that notice.

VII. DEFAULT. If the RESERVATION fails to comply with one or more provisions of this contract, the STATE may by written notice claim that the RESERVATION is in default and specify a period of time, not less than 14 and not more than 60 days from receipt of notification, by which such alleged default must be corrected. RESERVATION shall be notified that should such alleged default fail to be corrected within the specified period, or should the RESERVATION fail to prove the lack of default, the STATE may terminate the contract. Nothing in this section shall limit the STATE's right to cancel the contract in accordance with the provisions of section VI.

VIII. AUTHORIZED REPRESENTATIVES AND RESPONSIBLE AUTHORITY.

A. STATE. The STATE'S Authorized Representative for the purposes of administration of this contract is Jane Shaw, C&TC Coordinator or her successor. Such representative shall have final authority for acceptance of RESERVATION'S services and to determine such services are satisfactory.

B. RESERVATION. The RESERVATION'S Authorized Representative is:

Name: _____ or his/her successor.
Telephone Number: _____
Fax Number: _____
E-mail Address: _____

If the RESERVATION'S Authorized Representative, provider number, CHSDA and/or fiscal agent changes at any time during this contract, the RESERVATION must immediately notify the STATE.

C. Information Privacy and Security. The RESERVATION'S responsible authority for the purposes of complying with data privacy and security for this contract is _____ or his/her successor.

IX. ASSIGNMENT. RESERVATION shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of the STATE.

X. AMENDMENTS. Any amendments to this contract shall be in writing, and shall be executed by the same parties who executed the original contract, or their successors in office.

XI. SUBCONTRACTS. No rights or obligation of the RESERVATION under this contract shall be subcontracted by the RESERVATION without prior written approval of the STATE. All subcontracts will incorporate the laws, rules and regulations governing this contract. The RESERVATION shall bear full responsibility for performance under all approved subcontracts, shall forward copies of such subcontracts to the STATE upon request, and shall bear all costs for defense of any litigation arising out of any subcontract.

Payment to Subcontractors

(If applicable) As required by Minnesota Statutes §16A.1245, the prime contractor must pay all subcontractors, less any retainage, within 10 calendar days of the prime contractor's receipt of payment from the STATE for undisputed services provided by subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

XII. STATE AUDITS. Under Minnesota Statutes §16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices of the RESERVATION and its employees, agents, or subcontractors relevant to this contract shall be made available and subject to examination by the STATE, including the contracting Agency/Division, Legislative Auditor and State Auditor for a minimum of six years from the end of this contract. Records shall be sufficient to reflect all costs incurred in performance of this contract. If the RESERVATION has an independent audit, a copy of the audit shall be submitted to the STATE.

XIII. FEDERAL AUDIT REQUIREMENTS AND RESERVATION DEBARMENT INFORMATION. RESERVATION certifies it will comply with the Single Audit Act and OMB Circular A-133, as applicable. All sub-recipients receiving \$500,000 or more of federal assistance in a fiscal year will obtain a financial and compliance audit made in accordance with the Single Audit Act or OMB Circular A-133, as applicable. Failure to comply with these requirements could result in forfeiture of federal funds.

RESERVATION DEBARMENT, SUSPENSION AND RESPONSIBILITY CERTIFICATION. Federal Regulation 45 CFR 92.35 prohibits the STATE from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minnesota Statutes 16C.03, subdivision 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the STATE.

BY SIGNING THIS CONTRACT, RESERVATION CERTIFIES THAT IT AND ITS PRINCIPALS:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental department or agency; and
2. Have not within a three-year period preceding this contract: a) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract; b) violated any federal or state antitrust statutes; or c) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: a) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction; b) violating any federal or state antitrust statutes; or c) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
4. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this contract are in violation of any of the certifications set forth above.
5. Shall immediately give written notice to the STATE should RESERVATION come under investigation for allegations of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing: a public (federal, state or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

XIV. LIABILITY AND INSURANCE. The RESERVATION acknowledges that the STATE shall not be liable for any injuries or damages arising from the performance of this contract by the RESERVATION or the RESERVATION'S employees. The RESERVATION agrees to at all times during the term of this contract keep in force a liability insurance policy with the following minimum amounts: \$300,000 for bodily injury or property damage to any one person; and \$1,000,000 for total injuries and/or damages arising from any one incident, naming the STATE as an additional insured. Upon execution of this contract, the RESERVATION shall make available upon request to the STATE copies of such insurance policies, and proof of payment of premium.

XV. INFORMATION PRIVACY AND SECURITY.

For purposes of executing its responsibilities and to the extent set forth in this contract, the RESERVATION will be considered part of the "welfare system," as defined in Minnesota Statutes, section 13.46, subdivision 1.

- 1. Information Covered by this Provision.** In carrying out its duties, RESERVATION will be handling one or more types of private information, collectively referred to as "protected information," concerning individual STATE clients. "Protected

information,” for purposes of this contract, includes any or all of the following:

- (a) Private data (as defined in Minnesota Statutes §13.02, subdivision 12), confidential data (as defined in Minnesota Statutes §13.02, subdivision 3), welfare data (as governed by Minnesota Statutes §13.46), medical data (as governed by Minnesota Statutes §13.384), and other non-public data governed elsewhere in the Minnesota Government Data Practices Act (MGDPA), Minnesota Statutes, Chapter 13;
- (b) Medical records (as governed by the Minnesota Medical Records Act [Minnesota Statutes §144.335]);
- (c) Chemical health records (as governed by 42 U.S.C. § 290dd-2 and 42 CFR § 2.1 to § 2.67);
- (d) Protected health information (“PHI”) (as defined in and governed by the Health Insurance Portability Accountability Act [“HIPAA”], 45 CFR § 164.501); and
- (e) Other data subject to applicable state and federal statutes, rules, and regulations affecting the collection, storage, use, or dissemination of private or confidential information.

2. Duties Relating to Protection of Information.

- (a) **Duty to ensure proper handling of information.** RESERVATION shall be responsible for ensuring proper handling and safeguarding by its employees, subcontractors, and authorized agents of protected information collected, created, used, maintained, or disclosed on behalf of STATE. This responsibility includes ensuring that employees and agents comply with and are properly trained regarding, as applicable, the laws listed above in paragraph XV.1.
- (b) **Minimum necessary access to information.** RESERVATION shall comply with the “minimum necessary” access and disclosure rule set forth in the HIPAA and the MGDPA. The collection, creation, use, maintenance, and disclosure by RESERVATION shall be limited to “that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government.” See, respectively, 45 CFR §§ 164.502(b) and 164.514(d), and Minnesota Statutes § 13.05 subdivision 3.
- (c) **Information Requests.** Unless provided for otherwise in this contract, if RESERVATION receives a request to release the information referred to in this Clause, RESERVATION must immediately notify STATE. STATE will give RESERVATION instructions concerning the release of the data to the requesting party before the data is released.

3. RESERVATION’S Use of Information. RESERVATION shall:

- (a) Not use or further disclose protected information created, collected, received, stored, used, maintained or disseminated in the course or performance of this contract other than as permitted or required by this contract or as required by law,

either during the period of this contract or hereafter.

- (b) Use appropriate safeguards to prevent use or disclosure of the protected information by its employees, subcontractors and agents other than as provided for by this contract. This includes, but is not limited to, having implemented administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic protected health information that it creates, receives, maintains, or transmits on behalf of STATE.
- (c) Report to STATE any privacy or security incident of which it becomes aware. For purposes of this contract, "Security incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. "Privacy incident" means violation of the Minnesota Government Data Practices Act (MGDPA) and/or the HIPAA Privacy Rule (45 CFR Part 164, Subpart E), including, but not limited to, improper and/or unauthorized use or disclosure of protected information, and incidents in which the confidentiality of the information maintained by it has been breached.
- (d) Consistent with this contract, ensure that any agents (including contractors and subcontractors), analysts, and others to whom it provides protected information, agree in writing to be bound by the same restrictions and conditions that apply to it with respect to such information.
- (e) Mitigate, to the extent practicable, any harmful effects known to it of a use, disclosure, or breach of security with respect to protected information by it in violation of this contract.

4. STATE'S Duties. STATE shall:

- (a) Only release information which it is authorized by law or regulation to share with RESERVATION.
- (b) Obtain any required consents, authorizations or other permissions that may be necessary for it to share information with RESERVATION.
- (c) Notify RESERVATION of limitation(s), restrictions, changes, or revocation of permission by an individual to use or disclose protected information, to the extent that such limitation(s), restrictions, changes or revocation may affect RESERVATION'S use or disclosure of protected information.
- (d) Not request RESERVATION to use or disclose protected information in any manner that would not be permitted under law if done by STATE.

5. Disposition and/or Retention of Protected Information/Data upon Completion, Expiration, or Contract Termination.

Upon completion, expiration, or termination of this contract, RESERVATION will return or destroy all protected information received from STATE or created or received by RESERVATION for purposes associated with this contract. RESERVATION will retain no copies of such protected information, provided that if

both parties agree that such return or destruction is not feasible, or if RESERVATION is required by the applicable regulation, rule or statutory retention schedule to retain beyond the life of this contract, RESERVATION will extend the protection of the Information Privacy and Security Clause of this contract to the protected information not returned or destroyed, and refrain from further use or disclosure of such information for as long as RESERVATION retains the protected information.

- 6. Sanctions.** In addition to acknowledging and accepting the terms set forth in XIV of this contract relating to liability, the parties acknowledge that violation of the laws and protections described above could result in limitations being placed on future access to protected information, in investigation and imposition of sanctions by the U.S. Department of Health and Human Services, Office for Civil Rights, and/or in civil and criminal penalties.
- 7. Additional Business Associate Duties.** To the extent RESERVATION handles protected health information in order to provide health care-related administrative services on behalf of STATE and is a “Business Associate” of STATE, as that term is defined in HIPPA, RESERVATION shall also:
 - (a) Make available protected health information in accordance with 45 CFR §164.524.
 - (b) Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.526.
 - (c) Make its internal practices, books, records, policies, procedures, and documentation relating to the use, disclosure, and/or security of protected health information available to the other Party and/or the Secretary of the United States Department of Health and Human Services (HHS) for purposes of determining compliance with the Privacy Rule and Security Standards, subject to attorney-client and other applicable legal privileges.
 - (d) Comply with any and all other applicable provisions of the HIPAA Privacy Rule and Security Standards, including future amendments thereto.
 - (e) Document such disclosures of protected health information and information related to such disclosures as would be required for STATE to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.
 - (f) Provide to STATE information required to respond to a request by an individual for an accounting of disclosures of protected health information in accordance with 45 CFR §164.528.

XVI. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS.

If any copyrightable material is developed in the course of or under this contract, the STATE and the United States Department of Health and Human Services shall have a

royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for government purposes.

All advertisements, publications and related materials which are produced by the RESERVATION and refer to contract services shall state that such services are funded under contract with the STATE and where federal funds are involved, state by reference the specific funding source.

XVII. WORKERS' COMPENSATION. The RESERVATION agrees to provide acceptable evidence of workers' compensation insurance coverage.

XVIII. NON-DISCRIMINATION. The RESERVATION shall comply with the Indian Civil Rights Act of 1968. The RESERVATION also agrees to comply with the Indian Self-Determination and Education Assistance Act, which provides for preferential employment and training of Indians in programs serving Indians.

XIX. OWNERSHIP OF EQUIPMENT. The STATE shall have the right to require transfer of all equipment purchased with contract funds (including title) to the STATE or to an eligible non-STATE party named by the STATE. This right will normally be exercised by the STATE only if the project or program for which the equipment was acquired is transferred from one RESERVATION to another.

XX. WAIVER. If the STATE fails to enforce any provision of this contract, that failure does not waive the provision or the STATE'S right to enforce it.

XXI. CONTRACT COMPLETE. This contract contains all negotiations and agreements between the STATE and the RESERVATION. No other understanding regarding this contract, whether written or oral may be used to bind either party.

XXII. OTHER PROVISIONS.

1. The RESERVATION will voluntarily provide voter registration services for its employees and for the public served by the RESERVATION.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. 16A and 16C.15

| |
|---|
| By: <u>NOT APPLICABLE FOR MMIS</u> |
| Date |
| Grant No: |

2. RESERVATION

Signatory is authorized by applicable articles, by-laws, resolutions, or ordinances to sign on behalf of Reservation.

| |
|-------|
| By |
| Title |
| Date |

I certify that the signatories for the RESERVATION have lawful authority, by virtue of the corporate by-laws or a corporate resolution, to bind the RESERVATION to the terms of this grant contract.

(Attorney for RESERVATION)

| |
|-------|
| By |
| Title |
| Date |

Distribution:

Agency - Original (fully executed) contract
RESERVATION
STATE Authorized Representative

3. STATE AGENCY:

| |
|-------------------------------|
| By (With delegated authority) |
| Title: Director, PMQI |
| Date |

**2007-2008 Child and Teen Checkups (C&TC)
Annual Reports**

- Client-specific statistical information must be collected each calendar year by the Contractor for its identified population.
- Submit required reports by April 30 of the reporting year to:

C&TC Coordinator
Minnesota Department of Human Services
P.O. Box 64986
St. Paul, MN 55164-0986

The following reports are due at DHS by April 30, 2008/April 30, 2009:

1. 2007/2008 Child and Teen Checkups (C&TC) Administrative Services Statistics Report (Appendix E, page 2 and 3)
2. 2007/2008 Child and Teen Checkups (C&TC) Provider Outreach Activities Report (Appendix F)
3. 2007/2008 Child and Teen Checkups (C&TC) Administrative Services Annual Expenditure Report (Appendix G)
4. 2007/2008 Child and Teen Checkups (C&TC) Outcomes/Indicators Annual Report (Appendices H.1-H.9)
5. 2007/2008 Outreach Activity Summary Report (OASR from CATCH) – **Important:** please submit the same copy of the OASR used to provide the required data for other reports, such as Appendices E and H.3.
6. 2007/2008 Narrative Report - this report should provide additional information to demonstrate the extent of outreach activities conducted and clarify information in other required reports as needed. **Multi-county CHBs report as one entity, identifying individual counties only if a particular activity is unique to that county.**

**Child and Teen Checkups
2007-2008 Administrative Services Statistics Report**

Name of Contractor: _____

Provide one report per Contractor **Report Year (check one):** 2007 ____ 2008 ____

CHB participation rate for year 2007: _____% CHB participation rate for year 2008: _____%

| Statistical Information Attach additional information, if needed, to explain statistics | 2007 Statistics | 2008 Statistics |
|---|------------------------|------------------------|
| 1. 2007 Estimated # of Children Eligible for C&TC per Contractor (from Bulletin # 06-15-01, Appendices A or A-1) | | |
| 2008 Estimated # of Children Eligible for C&TC per Contractor (from Bulletin #07-15-01, Appendices A or A-1) | | |
| 2. Outreach Contacts, total line 10, from CATCH 3 OASR | | |
| # of Standard Letters Sent, total line 19, OASR | | |
| # of Custom Letters Sent, total line 24, OASR | | |
| # of Phone Calls, total line 17, OASR | | |
| # of Face-to-Face Visits, total line 25, OASR | | |
| 3. Total # of families who received assistance (use combined total from lines 27, 28, 29, 30 and 31 from CATCH 3 OASR). | | |
| 4. Total # of collaborative activities, e.g., joint outreach projects/health fairs with community partners such as Head Start, schools, WIC and other community agencies. | | |

**Child and Teen Checkups
2007-2008 Administrative Services Statistics Report**

| | 2007 | 2008 |
|--|------------------------|------------------------|
| <p>5. Total # of written agreements, e.g., with WIC, Head Start, schools, etc., for collaborative outreach activities.</p> <p>If written agreements exist, identify written agreement agency partners:</p> | Total # of agreements: | Total # of agreements: |
| <p>6. In addition to annual C&TC Administrative Services reporting to DHS, how does the agency self-monitor and evaluate C&TC Program progress and contract/work plan compliance throughout the year? List in the appropriate column to the right any C&TC Program monitoring procedures the agency uses, e.g. meetings with supervisor/contract manager, internal reports, use of Quality Indicators Framework tool, etc.</p> | | |

Please submit by April 30, 2008/April 30, 2009 to:

C&TC Coordinator
Minnesota Department of Human Services
P.O. Box 64986
St. Paul, MN 55164-0986

**Child and Teen Checkups (C&TC)
2007-2008 Provider Outreach Activities Report**

Name of Contractor: _____

Provide one report per CHB/Tribe Report Year (check one): 2007 ____ 2008 ____

1. _____ Total number of medical provider clinics located **within** the CHB boundary or tribal Contract Health Services Delivery Area (CHSDA). (This total should match total in Appendix H.8, #1)
2. _____ Total number of all substantive provider clinic face-to-face (F/F) visits and other substantive contacts (in-depth phone calls, etc.) made for C&TC outreach, consultation, assessment, training, etc. to clinics **within/outside** CHB/CHSDA.

Of these:

For items 2a-2h, include clinics within/outside CHB/CHSDA

- 2a. _____ Total number of substantive F/F visits/contacts for outreach, consultation, assessment, etc. (**Do not include training**)
- 2b. _____ Total number of clinic staff involved in visits/contacts
- 2c. _____ Total number of clinic trainings provided
- 2d. _____ Total **unduplicated** number of clinics trained
- 2e. _____ Total number of clinic staff attending trainings
- 2f. _____ Total number of clinic trainings with health plans
- 2g. _____ Total number of clinic trainings coordinated with MDH
- 2h. _____ Total number of post training follow-up visits/substantive contacts

For item 2i, include only clinics within CHB/CHSDA

- 2i. _____ Total **unduplicated** number of CHB/CHSDA clinics receiving training
3. _____ Total number of clinics within CHB/CHSDA which regularly use C&TC-specific templates for tracking and documentation
4. _____ Total times medical/dental provider list updated in report year. If separate lists:
_____ medical _____ dental
5. Please attach list of clinics, **within/outside** CHB/CHSDA, receiving substantive F/F visits/contacts for the report year. Give clinic name and include date of visit/contact.

Optional: Attach additional page(s) to describe any other types of C&TC provider outreach (e.g. mass mailings, newsletters) or other clarifying information.

**Please submit by April 30, 2008/April 30, 2009 to: Child and Teen Checkups Coordinator,
Minnesota Department of Human Services, P.O. Box 64986, St. Paul, MN 55164-0986.**

**Child and Teen Checkups (C&TC)
2007-2008 Administrative Services
Annual Expenditure Report**

Name of Contractor: _____

Provide one report per Contractor **Report Year (check one):** 2007____ 2008 ____

| Category (From 2007 Budget Worksheet – Attachment 1) | Budgeted | Expenditure* | Balance |
|---|----------|--------------|---------|
| A. COMPENSATION COSTS | | | |
| 1. Total Direct Staffing Cost | | | |
| 2. Total Equipment | | | |
| 3. Total Office Supplies | | | |
| 4. Total Printing | | | |
| 5. Total Postage | | | |
| 6. Total Telephone | | | |
| 7. Total Office Space (Rent) | | | |
| 8. Total Training Cost | | | |
| 9. Total C&TC Outreach Supplies | | | |
| 10. Total Other Cost: _____ | | | |
| 11. Subcontracts, Consultants/Translation Costs | | | |
| 12. Indirect Cost – must not exceed 10% of direct salary and fringe benefits | | | |
| TOTAL COMPENSATION COST (Sum of 1 through 12) | | | |
| B. TOTAL TRAVEL COSTS | | | |
| C. TOTAL EXPENDITURES (Sum of A and B) | | | |
| D. Number of C&TC Eligible Children (From Bulletin # 06-15-01, Appendices A or A-1) | | | |
| E. C&TC Services Cost Per Child (Divide line C by line D) | | | |

*Please show full annual amount of C&TC expenditures in Expenditure Column. If amount exceeds budgeted amount, please highlight amount. Show differences in the Balance Column using minus (-) for over expenditures and a plus sign (+) for under expenditures.

“I certify that all expenditures were to provide C&TC Administrative Services.”

Prepared by: _____ Date: _____ Signature: _____ Telephone: _____
Print Name

**Please submit by April 30, 2008/April 30, 2009 to: Child and Teen Checkups Coordinator,
Minnesota Department of Human Services, P.O. Box 64986, St. Paul, MN 55164-0986**

**Child and Teen Checkups (C&TC)
2007-2008 Outcomes/Indicators Annual Report**

Contractor Name

#1: Screening – CHB/Tribal participation rate for Minnesota Health Care Program (MHCP) enrolled children for (check one) 2007 ____ 2008 ____

Data Source: DHS

Measure Calculation: The 2007/2008 county/tribe C&TC participation rate as currently calculated based on the federal CMS-416 reporting methodology and re-calculated for the CHB/Tribe.

The “*CMS-416 Annual C&TC Participation by County and Tribe Report*” for 2007/2008 will be made available to each Contractor in spring 2007/2008 on the C&TC Coordinator web site. For single-county CHBs or Tribes, skip below the **bottom line** to complete this report. Enter the participation rate (Total Line 10) and the appropriate point score.

For multi-county CHBs, calculate the CHB participation rate using the 2007/2008 “*CMS-416 Annual C&TC Participation by County and Tribe Reports*.” The number of eligible children (Total Line 1) for each county in the CHB multiplied by the county participation rate (Total Line 10) equals the number of children being screened. Calculate this number for each CHB member county below for the report year.

| <u>County Name</u> | <u># Eligibles (from Total, Line 1 CMS-416 Rpt)</u> | <u>x</u> | <u>County Participation Rate (from Total, Line 10 CMS-416 Rpt)</u> | <u>=</u> | <u>Eligibles Screened</u> |
|-----------------------------------|---|----------|--|----------|---------------------------|
| _____ | _____ | x | _____ | = | _____ |
| _____ | _____ | x | _____ | = | _____ |
| _____ | _____ | x | _____ | = | _____ |
| _____ | _____ | x | _____ | = | _____ |
| _____ | _____ | x | _____ | = | _____ |
| Total # CHB Eligible _____ | | | Total # CHB Eligibles Screened _____ | | |

To calculate the multi-county CHB participation rate, divide the Total # CHB Eligibles Screened by Total # CHB Eligibles.

| <u>Total # CHB Eligibles Screened</u> | <u>Divided by</u> | <u>Total # CHB Eligibles</u> | <u>= CHB Participation Rate</u> |
|---------------------------------------|-------------------|------------------------------|---------------------------------|
| _____ | Divided by _____ | _____ | = _____ |
| (Finish completing report below) | | | |

Contractor Participation Rate _____

Contractor Participation Rate = Points:

| | |
|--------------|------------|
| 80-100% = 30 | 59-55% = 5 |
| 79-75% = 25 | 54-50% = 3 |
| 74-70% = 20 | 49-45% = 2 |
| 69-65% = 15 | 44-40% = 1 |
| 64-60% = 10 | 39-0% = 0 |

_____ Total Contractor points for participation rate

**Child and Teen Checkups (C&TC)
2007-2008 Outcomes/Indicators Annual Report**

Contractor Name

**#2: Screening – CHB/Tribal foster care (FC) participation rate for MHCP enrolled children for
(check one) 2007 ____ 2008 ____**

Data Source: DHS

Measure Calculation: The 2007/2008 county/tribe FC participation rate as currently calculated for children placed in FC, based on the federal CMS-416 reporting methodology and re-calculated for the CHB/Tribe.

The 2007/2008 county/tribe FC participation rate reports will be made available to each Contractor in spring 2007/2008 C&TC Coordinator web site.

For single-county CHBs or Tribes, skip below the bottom line to complete this report. Enter FC participation rate from 2007/2008 “Annual Foster Care Children – Child and Teen Checkups Participation (for Federal Fiscal Year 2007/2008) Report by County/Tribe” (Column E) and the appropriate point score.

For multi-county CHBs, calculate the FC CHB participation rate using the 2007/2008 “Annual Foster Care Children – Child and Teen Checkups Participation (for Federal Fiscal Year 2007/2008) Report by County/Tribe.” The number of eligible FC children due for a screening (use Column B) in the county multiplied by the county FC participation rate (Column E) equals the number of FC children being screened (use Column C). Enter each CHB member county below. Enter appropriate numbers from Columns B and C from the FC report and total for CHB.

| <u>County Name</u> | <u># FC Eligibles Due for a Screening From Column B</u> | <u>FC Eligibles Screened From Column C</u> |
|--------------------|---|--|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| Total _____ | Total _____ | |

To calculate the multi-county CHB FC participation rate, divide the Total # CHB FC Eligibles Screened (from Column C) by Total # CHB FC Eligibles due for a screening (from Column B).

| | | | |
|--|--|--|--|
| Total # CHB FC Eligibles Screened From Column C | Divided by | Total # CHB FC Eligibles Due for A Screening (Col. B) | = CHB FC Participation Rate |
| _____ | Divided by _____ (Finish completing report below) | _____ | = _____ |

Contractor FC Participation Rate _____

Contractor FC Participation = Points:

| | | |
|--------------|------------|------------|
| 100-80% = 10 | 64-60% = 6 | 44-40% = 1 |
| 79-75% = 9 | 59-55% = 5 | 39-0% = 0 |
| 74-70% = 8 | 54-50% = 3 | |
| 69-65% = 7 | 49-45% = 2 | |

_____ Total Contractor points for FC participation rate

**Child and Teen Checkups (C&TC)
2007-2008 Outcomes/Indicators Annual Report**

Contractor Name

#3: Resource allocation, staffing caseload for (check one) 2007 _____ 2008 _____

Data Source: DHS, Contractor

Measure Calculation: The number of MHCP active enrolled **children** (as determined using the total from line 3 on page 1 of the 2007/2008 Outreach Activity Summary Report in a CHB/Tribe divided by the number of total Contractor Full Time Equivalents (FTE) dedicated to C&TC administrative services. For FTE totals, use Budget (Attachment 1) Direct Staffing Costs, FTE total. Also use and report actual FTE totals for report year. For single-county CHBs or Tribes, skip below the **bottom line** to complete this report. Enter total number of active, enrolled children (total from line 3, OASR) and divide total Contractor FTE to determine caseload. Enter the appropriate point score.

For multi-county CHBs only:

| <u>County Name</u> | <u># County Active Enrolled Children (From OASR, line 3 total)</u> | <u>Total # FTE (Per contract)</u> | <u>Total # FTE (Actual for 2007)</u> |
|--------------------|--|---------------------------------------|--|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

Total # multi-county CHB Active
Enrolled Children _____

Total FTE (per contract) _____ Total FTE (actual) _____

(Finish completing report below)

| <u>Total # Contractor Active Enrolled Children (From OASR, line 3 total)</u> | <u>Divided By</u> | <u>Total Contractor FTE</u> | <u>= Contractor FTE Caseload</u> |
|--|------------------------------------|-----------------------------|----------------------------------|
| _____ | Divided By _____ (per contract) | _____ | = _____ |
| _____ | Divided By _____ (actual) | _____ | = _____ |

Contractor FTE Caseload (use **actual** FTE) = Points:

| | |
|----------------|--------------------|
| 0-999 = 15 | 2500-2999 = 7 |
| 1000-1499 = 14 | 3000-3499 = 4 |
| 1500-1999 = 13 | 3500-3900 = 1 |
| 2000-2499 = 10 | 4000 and above = 0 |

_____ Points for Contractor FTE caseload

**Child and Teen Checkups (C&TC)
2007-2008 Outcomes/Indicators Annual Report**

Contractor Name

**#4: Percent total Contractor available funds expended under 2005/2006 contract for
(check one) 2007 ____ 2008 ____**

Data Source: DHS, Contractor

Measure Calculation: Total Contractor C&TC funds expended divided by total available funds (total # eligibles for contract report year multiplied by \$25). To determine total funds expended, use total expenditures from Appendix G, Annual Expenditure Report for report year. To determine total available funds, use total number of eligibles from the 2007/2008 Estimated Eligibles list, Appendix A or A-1 as appropriate (DHS Bulletin #06-15-01), and multiply by \$25 (per eligible child). **Total available funds amount may differ from total budgeted fund amount.** For single-county CHBs or Tribes, skip below the **bottom line** to complete this report. Enter the appropriate point score.

For multi-county CHB only:

| <u>County Name</u> | <u>Total Funds Expended Under Contract (Appendix G)</u> | <u>Total County Funds Available in Contract Year (may differ from total budgeted)</u> |
|----------------------------------|---|---|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| Total CHB Funds Expended | _____ | Total CHB Funds Available _____ |
| (Finish completing report below) | | |

| <u>Total Contractor Funds Expended Under Contract (Appendix G)</u> | <u>Divided by</u> | <u>Total Contractor Funds Available in Contract Year (may differ from total budgeted)</u> | <u>x 100</u> | = | <u>Percent of Total Contractor Available Funds Expended</u> |
|--|-------------------|---|--------------|---|---|
| _____ | Divided by | _____ | x 100 | = | _____% (Round to nearest percent) |

Percent of total Contractor available funds expended = Points:

| | |
|--------|------|
| 100% | = 15 |
| 99-95% | = 13 |
| 94-90% | = 10 |
| 89-80% | = 6 |
| 79-70% | = 3 |
| 69-60% | = 1 |
| 59-0% | = 0 |

_____ Contractor points for percentage of total available funds expended

**Child and Teen Checkups (C&TC)
2007-2008 Outcomes/Indicators Annual Report**

Contractor Name

#5: CATCH 3 Data – timely monthly data download for (check one) 2007 _____ 2008 _____

Data Source: DHS, Contractor

Measure Calculation: The number of months per year the Contractor does the download **within one week** of availability.

To calculate download points, use the appropriate dates from the CATCH Download Results Report (shows dates of agency downloads) and the download available dates below:

Download dates will be inserted

Multi-county CHBs should enter the lowest individual member county score for each month. For example, if a three county CHB had two counties download within one week and one county download later than one week, the CHB would enter a 0 score for that month.

For a possible total of 10 points:

CATCH 3 download done:

Within 1 week of availability: 1 point per month

Later than one week of availability: 0 points

Please enter the appropriate points for each month. Points may exceed 10 if downloads were done on time, but for scoring purposes, only a maximum of 10 points are allowed for this report.

| | |
|------------|------------|
| Jan _____ | July _____ |
| Feb _____ | Aug _____ |
| Mar _____ | Sept _____ |
| Apr _____ | Oct _____ |
| May _____ | Nov _____ |
| June _____ | Dec _____ |

_____ Total Contractor points for 12 month timely monthly data download (**not to exceed 10 points**)

**Child and Teen Checkups (C&TC)
2007-2008 Outcomes/Indicators Annual Report**

Contractor Name

#6: Outreach Activities - Percentage of new families enrolled in the report year contacted and reached for C&TC participation response for (check one) 2007 ____ 2008 ____

Data Source: Contractor

Measure Calculation: Percentage of new **families/cases** enrolled in the report year reached for participation response.

For 2007/2008, using the numbers of new cases and participation responses, perform calculations as instructed. Four queries will be used for this report. One query is for new cases in 2007/2008 and three queries for each user-entered participation response (Y, N, and U). The queries and instructions will be sent separately. For single-county CHBs or Tribes, skip below the **bottom line** to complete this report. Enter the appropriate point score.

For multi-county CHBs only:

| <u>County Name</u> | <u>Total County New Case Enrollment</u> <u>(Report Year Query)</u> | <u>Total County # Responses</u> <u>(Y, N, U for New Cases)</u> <u>(Report Year Queries Combined Totals)</u> |
|---|---|---|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| Total CHB Annual Case Enrollment | _____ | Total CHB # Responses (Y, N, U) _____ |
| | <i>(Finish completing report below)</i> | |

_____ Total Contractor new case enrollment from 2007/2008 report year query

_____ Total Contractor # responses (Y, N, and U) from 2007/2008 report year queries combined totals

Divide the total # reached for participation responses by the total new case enrollment and multiply that result by 100 to calculate the percent of new families reached.

| | | | | | |
|---|--------------------------|---|--------------|----------|---|
| Total Contractor # Responses (Y, N, U) Combined Total <u>(Report Year Queries)</u> | <u>Divided by</u> | Total Contractor Annual New Case Enrollment <u>(Report Year Query)</u> | x 100 | = | Percent of Those Reached For Participation <u>Response</u> |
| _____ | Divided by | _____ | x 100 | = | _____ |
| | | | | | (Round to nearest percent) |

Percent of total new families reached for participation response= Points:

| | |
|-------------|------------|
| 100-80% = 5 | 39-20% = 2 |
| 79-60% = 4 | 19-1% = 1 |
| 59-40% = 3 | 0% = 0 |

_____ Contractor points for percentage of total new families reached

**Child and Teen Checkups (C&TC)
2007-2008 Outcomes/Indicators Annual Report**

Contractor Name

#7: Outreach Activities - Percentage of new families enrolled in the report year reached for participation response who responded “yes” to C&TC Program participation for (check one) 2007 ____ 2008 ____

Data Source: Contractor

Measure Calculation: Percentage of new families enrolled in the report year reached for participation response in report year responding “yes.” Only one response can be counted per new case for this report.

Using the 2007/2008 report year queries and directions, identify totals for “Y,” “N,” “U” responses to C&TC participation. For single-county CHBs or Tribes, skip below the **bottom line** to complete this report. Enter the appropriate point score.

For multi-county CHBs only:

| <u>County Name</u> | <u>Total County # “Y” (Report Year Query)</u> | <u>Total County # “N” (Report Year Query)</u> | <u>Total County # “U” (Report Year Query)</u> |
|--------------------|---|---|---|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| | Total CHB # “Y” | Total CHB # “N” | Total CHB # “U” |
| | _____ | _____ | _____ |

(Finish completing report below)

Total Responses for Contractor: (1 response per family/case)

_____ # “Y” (yes) responses

_____ # “N” (no) responses

_____ # “U” (undecided) responses

_____ **Total # Responses**

Divide the total number of “Y” responses by the total number of those reached for participation response and multiply that result by 100 to calculate the percent of those reached who said “yes”.

| | | | | | |
|--|--------------------------|--|--------------|----------|--|
| # Yes Responses (Report Year Query) | <u>Divided by</u> | Total # Responses (Y, N, U) (Report Year Queries) | x 100 | = | Percent of Those Reached Who Said “Yes” |
| _____ | Divided by | _____ | x 100 | = | _____ |

Percent of families reached with “Yes” response to participation = Points:

100-80% = 5 39-20% = 2

79-60% = 4 19-1% = 1

59-40% = 3 0% = 0

_____ Contractor points for percentage of new families enrolled in report year reached with “Yes” response to participation

**Child and Teen Checkups (C&TC)
2007-2008 Outcomes/Indicators Annual Report**

Contractor Name

#8: Provider Outreach – substantive face-to-face (F/F) C&TC visit/contact with clinic providers annually for outreach, consultation, training for (check one) 2007 ____ 2008 ____

Data Source: Contractor

Measure Calculation: Substantive F/F clinic visits/contacts as a percentage of total number of clinics located within the CHB boundary or Tribal Contract Health Service Delivery Area (CHSDA). This percentage may include substantive contacts to providers outside CHB/CHSDA if appropriate.

Count substantive F/F visits for outreach, consultation, training, etc. Other substantive contacts may be counted such as in-depth phone conversations. (Do not count contacts such as materials dropped off at the reception desk for this report.) Calculate percent of clinics receiving substantive visits/contacts and enter the appropriate point score. **Note:** Multi-county CHBs, add individual county totals for #1-4 together for CHB totals.

1. ____ Total number of provider clinics located within the CHB or CHSDA boundary. (Total should match total in Appendix F, #1)
2. ____ Total **unduplicated** number of clinics (include multiple clinics impacted by a central clinic system contact point) receiving at least one substantive contact (F/F visits, substantive phone calls, training, etc.) in the report year. This number may include clinics outside the CHB/CHSDA which have received at least one substantive contact.
3. ____ Total **unduplicated** number of provider clinics **within** the CHB or CHSDA receiving at least one substantive (F/F) visit in the report year. (F/F visit can be for outreach, consultation, training, etc.)
4. ____ Total **unduplicated** number of clinics within the CHB or CHSDA (**use the total from #1 above**) and **add** any additional clinics outside the CHB/CHSDA receiving at least one substantive contact in report year. Substantive contacts include F/F visits, substantive phone calls, training, etc. Clinics in both #2 and #3 totals may only be counted once.

| <u>Total from #2</u> | <u>Divided by</u> | <u>Total from #4</u> | <u>x 100</u> | <u>=Percent of Clinics Receiving Substantive Visits/Contacts</u> |
|----------------------|-------------------|----------------------|--------------|--|
| _____ | Divided by | _____ | x 100 | = _____ % (Round to nearest percent) |

Percent of Contractor provider clinics visited = Points:

| | | |
|------------|------------|------------|
| 100% = 10 | 69-60% = 6 | 39-30% = 1 |
| 99-90% = 9 | 59-50% = 4 | 29-0% = 0 |
| 89-80% = 8 | 49-40% = 2 | |
| 79-70% = 7 | | |

_____ Contractor points for percentage of clinics receiving substantive visits/contacts

Examples

Example of how to count clinic contacts:
“Sunshine” CHB has 4 clinics in its area

| | Substantive contacts (Includes F/F) Within/outside CHB/CHSDA (Unduplicated Count for #2) | F/F Visit (Only F/F) Within CHB (Unduplicated Count for #3) |
|---|---|--|
| Clinics <u>within</u> “Sunshine” CHB/CHSDA: | | |
| • Clinic A received 1 F/F visit, 2 substantive contacts | 1 | 1 |
| • Clinic B received 1 substantive contact | 1 | 0 |
| • Clinic C received 0 contacts/visits | 0 | 0 |
| • Clinic D received 2 F/F visits | 1 | 1 |
| Clinics <u>outside</u> “Sunshine” CHB/CHSDA: | | |
| • Clinic E received 1 F/F visit | 1 | |
| • Clinic F received 1 substantive contact, 2 F/F visits | 1 | |
| • Clinic G received no direct visit but is a partner clinic to Clinic D and directly impacted (received outreach information, etc.) by the substantive contacts to Clinic D which is the established clinic of contact for both clinics | $\frac{1}{6}$ | $\frac{-}{2}$ |

Total clinics to be counted in the denominator for #4 below: Clinics A-D plus clinics E, F and G for a total of 7.

Answers to questions 1-4 based on above examples:

1. 4 Total number of provider clinics located within the CHB or CHSDA boundary. (Total should match total in Appendix F, #1)
2. 6 Total **unduplicated** number of clinics (include multiple clinics impacted by a central clinic system contact point) receiving at least one substantive contact (F/F visits, substantive phone calls, training, etc.) in the report year. This number may include clinics outside the CHB/CHSDA which have received at least one substantive contact.
3. 2 Total **unduplicated** number of provider clinics **within** the CHB or CHSDA receiving at least one substantive face-to-face (F/F) visit in the report year. (F/F visit can be for outreach, consultation, training, etc.)
4. 7 Total **unduplicated** number of clinics within the CHB or CHSDA (**use the total from #1 above**). Add to this total any additional clinics outside the CHB/CHSDA receiving at least one substantive contact in report year. (Substantive contacts include F/F visits, substantive phone calls, training, etc. Clinics in both #2 and #3 totals may only be counted once.)

Using the above example and answers to calculate the percentage of clinics receiving substantive F/F visits or contacts:

- Divide 6 (total unduplicated number of clinics receiving substantive visits/contacts, total from #2)
- By 7 (total clinics now included in denominator from #4)
- Multiply by 100 which equals 85.71% or 86% (round to nearest number)
- This percent results in a total of 8 points for this example outcome

**Child and Teen Checkups (C&TC)
Summary of Outcomes/Indicators Points Annual Report**

Contractor Name

Report Year: (check one) 2007 ____ **2008**____

**Outcomes/Indicators
Total Points:**

_____ #1: Screening – Contractor participation rate for MHCP enrolled children

_____ #2: Screening – Contractor FC participation rate for MHCP enrolled children

_____ #3: Resource allocation, staffing caseload (actual)

_____ #4: Percent total Contractor available funds expended

_____ #5: CATCH 3 Data – timely monthly data download (cannot exceed 10 pts)

_____ #6: Outreach Activities – Percentage of active, enrolled new families contacted and reached for C&TC participation response in the report year

_____ #7: Outreach Activities – Percentage of families reached for participation response who responded “yes” to C&TC Program participation

_____ #8: Provider Outreach –substantive face-to-face C&TC visit/contact with clinic providers annually

_____ **Total Contractor outcomes/indicators points for report year (total not to exceed 100 pts)**

Please submit Appendix H.1 through H.9 by April 30, 2008/April 30, 2009 to: Child and Teen Checkups Coordinator, Minnesota Department of Human Services, P.O. Box 64986, St. Paul, MN 55164-0986