

NUMBER

#17-15-01

DATE

August 16, 2017

OF INTEREST TO

County Public Health Directors

County Community Health
Boards (CHBs)Tribal Governments (Tribal
Nations)Child and Teen Checkups
Coordinators**ACTION/DUE DATE**Please read information and
prepare for implementation**EXPIRATION DATE**

August 16, 2019

2018-2020 Contracts for Child and Teen Checkups (C&TC) Administrative Services

TOPICRequirements for 2018 through 2020 C&TC administrative services
contracts**PURPOSE**The Department is notifying Community Health Boards (CHBs), tribal
governments, and local public health agencies of the 2018 through 2020
C&TC contract requirements and process**CONTACT**Anne Kollmeyer, Child and Teen Checkups Project and Policy Manager
651-431-2633E-Mail: anne.kollmeyer@state.mn.us**SIGNED**Marie Zimmerman, Medicaid Director on Behalf of
Nathan Moracco, Assistant Commissioner Health Care**TERMINOLOGY NOTICE**The terminology used to describe people we serve has changed over
time. The Minnesota Department of Human Services (DHS) supports the
use of "People First" language.

BACKGROUND

Federal Financial Participation (FFP) is available to reimburse community health boards (CHBs) and tribal governments (Tribal Nations) that provide direct support to administer required outreach and follow-up activities for the federal Early 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) enrolled children receive comprehensive health care.

I. Important Information for CY2018

- The **Minnesota Child and Teen Checkups (C&TC) Schedule of Age-Related Screening Standards, DHS-3379, (C&TC Periodicity Schedule) will be revised with changes effective October 1, 2017.** C&TC programs will want to consider the impact of the revised C&TC Periodicity Schedule on annual expenditures. The new schedule requires additional C&TC screening visits at age 30 months and annual visits for children and teens between the ages of 6 to 20 years of age. Programs will want to consider the impact of these changes on C&TC outreach activities related to budget line items.

II. General Information for C&TC Administrative Contract Process

- CHBs and Tribal Nations are referred to as “contractors” throughout this bulletin.
- Multi-county CHB contractors must submit required materials as a CHB, not as individual counties. This includes budgets, contractor information, work plans, and reports.
- Multi-county CHB contractors must bill for C&TC Administrative Services as a CHB, not as individual counties.
- The following bulletin attachments will be sent via email to all current contractors: (If not received, these attachments may be requested via e-mail from C&TC staff) the C&TC Administrative Services Annual Budget Worksheet, the C&TC Work Plan, the Contractor Information form, and the Subcontracting/Consulting Costs Information form.
- All contract materials must be submitted electronically to DHS for review and approval prior to signature.
- Contractors must obtain prior DHS written approval for new C&TC outreach activities such as media projects, evaluations, and survey activities (that were not identified in the approved contract and work plan) before implementation. DHS will offer support for new initiatives that are consistent with C&TC Program goals, as well as offer technical and research assistance.
- Contractors must notify and obtain written approval from DHS before discontinuing activities that are part of an approved work plan.

- It is recommended that the C&TC Coordinator 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. Exceptions must be approved by DHS.
- Contractors can move up to 10% of the total compensation for the calendar year, or ten thousand dollars, whichever is less, from one budget line to another budget line for approved activities included in the contract work plan without state approval. Budget revisions in excess of these thresholds require an amended budget worksheet and written approval from 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 the cost must be prorated among the programs sharing the equipment. Capital purchase requests must include a cost effectiveness justification.
- Contract, expense documentation, and work plan activity records must be maintained for 6 years after the contract has expired.

II. CONTRACTOR RESPONSIBILITIES

Contractors will provide the following C&TC administrative services as listed in the contract:

- Provide C&TC administrative services to children birth through age 20 who are enrolled in MA, for whom the CHB or Tribal Nation is contractually responsible. Determination of contractor responsibility is based on county of financial responsibility for MA enrollees residing within each CHB's County(ies) or Tribal Nation's contract health service delivery area (CHSDA). Enrollment determination for Tribal CHSDA is based on enrollment data submitted by Tribal Nations.
- Comply with program policies, procedures, directives as identified in DHS' C&TC program communications, such as C&TC Coordinator Update Memos, the C&TC Coordinator Handbook, and future revisions of any approved DHS policies, procedures, or directives.
- Provide C&TC administrative services orientation training for all new C&TC staff, require new C&TC Coordinator(s) to attend any available and appropriate C&TC training offered by the state including training offered through DHS or the Minnesota Department of Health (MDH), and promote attendance, as appropriate, to state sponsored C&TC training for C&TC staff.
- Provide CATCH database training for new and current C&TC staff, require new C&TC Coordinator(s) to attend any available CATCH training offered by DHS and promote attendance, as appropriate, at state-sponsored CATCH training for C&TC staff.
- Maintain a fully functional and secure CATCH system for use in the completion of contracted duties and responsibilities by following DHS' instructions and requirements, including CATCH system requirements; the CATCH User Manual; CATCH e-mail updates; CATCH Program database back-ups; and CATCH monthly download e-mails, as needed for the CATCH system.
- Maintain integrity and security of CATCH database by following DHS' instructions and requirements for the CATCH Program system.

- Determine the willingness of eligible families and children to participate in the C&TC Program and document in the CATCH system.
- Demonstrate attempts to provide outreach to all eligible families and children through written, oral and/or face-to-face communications and document in the CATCH system.
- Maintain dated documentation of required outreach and follow-up activities in the CATCH system as fully as possible.
- Document all activities which are designed to increase C&TC screening services participation ratios.
- Demonstrate efforts to use all available resources to increase C&TC participation.
- Comply with the terms of the finalized contract.
- Complete and submit the C&TC Administrative Services Annual Budget Worksheet each year. Comply with the C&TC Administrative Budget Worksheet as approved by DHS.
- Complete and submit the C&TC Work Plan each year. Perform the administrative services and tasks set forth in the C&TC Work Plan as approved by DHS.
- Comply with all C&TC program administrative and reporting requirements as identified by the DHS.
- Submit all required annual reports each year for the previous calendar year. DHS will notify Contractors of due dates and will send the CHB electronic copies of the required annual report forms at least 60 days before they are due.
- Obtain prior written approval for new C&TC outreach activities such as media projects, evaluations and survey activities not identified in the approved work plan before implementation.
- Comply with DHS' 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 DHS at the conclusion of the project period.
- Seek and obtain written approval to remove activities from the approved work plan.
- Comply with the terms and conditions set forth in the CHB's Minnesota Department of Human Services Provider Agreement.
- Maintain contract and work plan activity records for 6 years after the contract has expired.

III. ACTION REQUIRED

The following bulletin attachments will be sent via email to all current contractors. If not received, these attachments may be requested via email from the C&TC staff. All CHBs and Tribal Nations must submit the required materials in the required format via e-mail, unless otherwise directed, by October 10, 2017 to: dhs.childteencheckups@state.mn.us.

A. The C&TC Administrative Services Annual Budget Worksheet

- The 2018 Budget Worksheet will be provided as a Microsoft Excel spreadsheet.

- Each contractor must submit the 2018 Budget Worksheet via e-mail as an Excel spreadsheet by October 10, 2017 unless a later submission date is approved by DHS. No other versions will be accepted.
- C&TC Administrative Budgets should be determined using the number of Estimated Eligible Children per county or Tribal Nation as found in Appendix A (Estimated Eligible Children by County & Tribal Nation) or Appendix A-1 (Estimated Eligible Children by CHB).
- Enter the necessary information into the cells with question marks (?).
- If a cell with a question mark is not needed for the contractor's budget, delete the question mark or enter a zero (0).
- Contractors who are not proposing to contract for the maximum amount available to the CHB/Tribal Nation are required to submit an explanation of how the CHB/Tribal Nation intends to meet the federal 80% participation goal.
- The approved Budget Worksheet will be incorporated into the contract as Attachment 1.

B. The C&TC Administrative Services Work Plan

- The 2018 Administrative Services Work Plan will be provided as a Microsoft Word document.
- Each contractor must submit the 2018 Administrative Services Work Plan via e-mail as a Word document by October 10, 2017 unless a later submission date is approved by DHS. No other versions will be accepted.
- A multi-county CHB must submit one work plan. If a specific activity is to be performed by an individual county, that county should be identified in the work plan for that activity. If a specific county is not named for an activity, it will be assumed that all counties of the CHB will perform that activity.
- The approved Administrative Services Work Plan will be incorporated into the contract as Attachment 2.

C. Contractor Information

- The 2018 Contractor Information Form will be provided as a Microsoft Word document.
- Each contractor must submit the 2018 Contractor Information Form via e-mail as a Word document by October 10, 2017 unless a later submission date is approved by DHS. No other versions will be accepted.
- The Contractor Information Form must list the agency's 10-digit National Provider Number (NPI) or Unique Minnesota Provider Number (UMPI). This number is required to bill for C&TC administrative services. Without the correct NPI or UMPI, DHS cannot pay claims. If your agency has questions about NPI or UMPI numbers, call the Minnesota Health Care Programs (MHCP) Provider Call Center at (651) 431-2700 or 1-800-366-5411.
- For successful communications regarding the contract, it is important that DHS has the correct authorized representative contact information on file throughout the contract period.

D. Subcontracting and Consulting Costs Information Form

- Some C&TC contractors choose to use a portion of their available C&TC contracting funds to subcontract with another program or agency to assist with providing a portion of the C&TC outreach services that would otherwise not be provided.
- For C&TC purposes, the definition of subcontracting is “a contract between a party to an original contract and a third party that assigns part of the performance of the original contract to the third party.”
- The 2018 Subcontracting and Consulting Costs Information Form will be provided as a Microsoft Word document.
- Each contractor that intends to subcontract must submit the 2018 Subcontracting and Consulting Costs Information Form via e-mail as a Word document by October 10, 2017 unless a later submission date is approved by DHS. No other versions will be accepted.
- Contractors who do not plan to subcontract for services do not have to request or submit the 2018 Subcontracting and Consulting Costs Information Form.

E. Contract Process

- The C&TC Budget Worksheet, work plans, and other submitted materials will be reviewed in the order received.
- DHS will respond to submitted materials within 30 days of receipt.
- Contractors will be contacted if additional information or corrections are needed.
- DHS will notify contractors when the materials are approved.
- DHS will send each contractor a contract file in PDF format via e-mail, which will include the Grant Contract, the Budget Worksheet, and the Work Plan.
- The contractor must obtain the signature of the person authorized to bind the CHB on the contract, Budget Worksheet, and Work Plan.
- The contractor must obtain the signature of the CHB’s attorney or Tribal Nation’s attorney or must submit a copy of the CHB Board Resolution or Tribal Nation Resolution authorizing that the signer has the authority to sign.
- The contractor must return the signed contract file via e-mail no later than December 15, 2017. Scanned signature pages will be accepted by DHS.
- When the contract is fully executed, one original signed copy will be mailed to the authorized representative of the contractor.
- C&TC administrative services cannot begin or be reimbursed without a fully executed contract. Contractors will be notified by the DHS authorized representative when to begin work.
- Contracts not fully executed by December 31, 2017 will be prorated according to the actual term of the contract.

F. Billing for C&TC Administrative Services

- Contractors are responsible for certifying expenses for C&TC administrative services performed by the contracting agency or their subcontractor(s).
- Contracts must bill for actual expenditures for services provided under the contract up to the approved contract amount. Unused portions of the contract cannot be used for other purposes or carried over to the following year.
- The fiscal agent and the NPI or UMPI must be included on the Contractor Information Form submitted with contract documents. Contractor accounts are set up using the NPI or UMPI. Only the NPI or UMPI on the Contractor Information Form can be used for billing C&TC administrative services. Contractors must notify DHS if the NPI or UMPI changes.
- All claims for C&TC administrative services must be submitted electronically using the 837P transaction. If your agency has questions about this electronic claim submission requirement, call the MHCP Provider Call Center at (651) 431-2700 or (800) 366-5411.
- The C&TC administrative services HCPCS code X5623 must be used unless notified differently by DHS.
- The C&TC administrative services ICD-10 diagnosis code Z02.89 must be used, unless notified differently by DHS.
- Contractors are strongly encouraged to bill for C&TC administrative services on a monthly basis, and no less than quarterly. Claims may be submitted for one year from the date of service if necessary.

G. Annual Reports

DHS will notify contractors when annual reports will be due. Electronic copies of the required 2018 report documents will be sent to all contractors at least 60 days before reports are due. These reports provide important statistics to DHS and assist contractors with program monitoring and future planning. Please read all report instructions carefully before completing.

ATTACHMENTS AND APPENDICES

Attachments:

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

Attachment 2: Child and Teen Checkups (C&TC) Administrative Services Work Plan

Appendices:

Appendix A: 2018 Estimated Eligible MA Children Under Age 21 by County and Tribal Nation

Appendix A-1: 2018 Estimated Eligible MA Children Under Age 21 by CHB

Appendix B: Contractor Information Form

Appendix C: C&TC Administrative Services Subcontracting/Consulting Costs Information Form

Appendix D-1: State of Minnesota Sample Single County CHB C&TC Grant Contract

Appendix D-2: State of Minnesota Sample Multi-County CHB C&TC Grant Contract

Appendix D-3: State of Minnesota Sample Tribal Nation CHB C&TC Grant Contract

Americans with Disabilities Act (ADA) Advisory

This information is available in accessible formats for people with disabilities by calling (651) 431-2203 or toll free at (800) 657-3739 or by using your preferred relay service. For other information on disability rights and protections, contact the agency's ADA coordinator.

**Child and Teen Checkups
2018**

**Attachment 1
Page 1**

Submit one budget for CHB/Tribal Nation

Name of CHB/Tribal Nation:

Select from Drop Down List

Estimated number of CHB/Tribal Nation C&TC Eligible Children

- (From Bulletin Appendix A or A-1)

A. COMPENSATION COSTS

1. Direct Staffing Costs

Position	Annual C&TC Hours	Full-Time Equivalent (FTE)	Salary and Wages	Fringe Benefits	Total Salary/Wages and Fringe Benefits
Supervisor	0	#VALUE!	\$0.00	\$0.00	\$0.00
Outreach Staff	0	#VALUE!	\$0.00	\$0.00	\$0.00
Clerk or Support Staff	0	#VALUE!	\$0.00	\$0.00	\$0.00
Totals	0	#VALUE!	\$0.00	\$0.00	\$0.00

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. Capital purchase descriptions must include cost effectiveness justification.)

Computer Costs	?
Other Equipment Costs	?

3. Other Direct Costs

Office Supplies	?
Printing	?
Postage	?
Telephone	?
Office Space	?
Interpreter/Translation Services	?
MDH Training Conferences/Workshops/Meetings/Fees: plan for at least 1 regional C&TC coordinator meeting @ \$30 per person; 1 Screening in Early Childhood regional workshop at \$50 per person; MDH C&TC screening trainings ranging from \$600/3 day to \$16 per contact hour for ad hoc/updates; other C&TC training provided by MDH @ \$96 per person. <i>Do not include training costs for PHNs not performing C&TC screening services.</i>	?
C&TC Outreach Supplies (please list a description including estimated amount of items and cost per item on page 3 Attachment 1)	\$0.00
C&TC Outreach Advertisement (Please list and attach a description/ad copy/mock up for each ad)	?
Other (publications, exhibit fees, miscellaneous, etc.) (Please list and attach a description).	?
Total Other Direct Costs	\$0.00

4. SUBCONTRACTS/CONSULTANTS COSTS (Please complete Appendix C.)

?

5. INDIRECT COST – Use a standard indirect cost allowance equal to only 10% of the **direct salary and fringe benefits** 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. (See 'Input' tab)

0

6. Total Compensation Cost – (Sum of A1 through A5)

\$0.00

**Child and Teen Checkups
2018**

**Attachment 1
Page 2**

B. TRAVEL COSTS

1. Mileage: ? miles at 57.5 cents per mile (Commissioner's rate or CHB/Tribal Nation rate, whichever is less). As of July 1, 2013, the mileage reimbursement rate is 57.5 cents per mile.	#VALUE!
2. DHS/MDH C&TC designated training conferences/workshops/meetings (mileage, lodging, meals, per diem, to attend conferences/workshops/meetings)	?
Total Travel (Sum B1 and B2)	#VALUE!
C. Total Budget Request (Sum of A and B) (Rounded to the nearest dollar)	#VALUE!
D. C&TC Services Costs per Child: <i>Total Budget (line C) divided by the number of eligible children (Appendix A or Appendix A-1) . Not to exceed \$26.50 per eligible child.</i> <i>(If amount is less than \$26.50, submit an explanation of how CHB/Tribal Nation intends to meet the federal 80% participation goal while using less than the full contract amount).</i>	\$0.00

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

For CHB/TRIBAL Nation: _____

Date: _____

For STATE: _____

Date: _____

Enter requested information in highlighted cells or cells with question marks(delete ? if cell is not needed)

Select Name of CHB/Tribal Nation:

Select from Drop Down List

PART A: Compensation

Section 1: Table 1 - Direct Staffing Costs

Position	Annual C&TC Hours	Full-Time Equivalent (FTE)	Salary and Wages	Fringe Benefits
<i>Supervisor</i>				
?	?	#VALUE!	?	?
?	?	#VALUE!	?	?
?	?	#VALUE!	?	?
?	?	#VALUE!	?	?
?	?	#VALUE!	?	?
Supervisor Total	0	#VALUE!	\$0.00	\$0.00
<i>Outreach Staff (Identify Coordinator)</i>				
?	?	#VALUE!	?	?
?	?	#VALUE!	?	?
?	?	#VALUE!	?	?
?	?	#VALUE!	?	?
Total from Table 2	0	#VALUE!	\$0.00	\$0.00
Outreach Staff Total	0	#VALUE!	\$0.00	\$0.00
<i>Clerk or Support Staff</i>				
?	?	#VALUE!	?	?
?	?	#VALUE!	?	?
?	?	#VALUE!	?	?
?	?	#VALUE!	?	?
?	?	#VALUE!	?	?
Support Staff Total	0	#VALUE!	\$0.00	\$0.00

Section 2: Equipment

C&TC screening equipment is not an allowable expense. Equipment expenses must be prorated for C&TC use. Cor (Please attach description and justification of equipment expenses. Capital purchase descriptions must include cost

Computer Costs	?
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Other Equipment Costs	?
-----------------------	---

Section 3: Other Direct Costs

	?
Office Supplies	
Printing	?
Postage	?
Telephone	?
Office Space	?
Interpreter/Translation Services	?
MDH Training conferences/workshops/meetings/fees	?
C&TC Outreach Supplies	\$0.00
C&TC Outreach Advertisement	?
Other (publications, exhibit fees, miscellaneous, etc.)	?

Section 4: Subcontracts/Consultants Costs

Please complete Appendix C.	?
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Section 5: Indirect Costs

Standard Indirect Cost Rate	10.0%
Other Approved Indirect Cost Rate	0.00%

PART B: Travel Costs

Miles traveled	?
CHB/Tribal Nation Mileage rate	?
Commissioner's mileage rate	57.5

DHS/MDH C&TC designated training conferences/workshops/meetings	?
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Line D calc:

C&TC Services Costs per Child: Calculated	
C&TC Services Costs per Child: Maximum	\$26.50

Instruction

List each person separately with initials/name, position title and credentials.

List Additional Outreach Staff in Table 2 at right (cell H9).

Computer equipment purchases require prior approval.
effectiveness justification.)

Instruction

Plan for at least 1 regional C&TC coordinator meeting @ \$30 per person; 1 Screening in Early Childhood regional workshop at \$50 per person; MDH C&TC screening trainings ranging from \$600/3 day to \$16 per contact hour for ad hoc/updates; other C&TC training provided by MDH @ \$96 per person. Do not include training costs for PHNs not performing C&TC screening services.
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Complete table 3 at right (cell H39).
--

C&TC Outreach Advertisement (Please list and attach a description/ad copy/mock up for each ad)
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Please list and and attach a description separately.
--

Rate in excess of standard rate must be accompanied by federal letter of approval.

miles
input as cents
cents

Mileage, lodging, meals, per diem, to attend conferences/workshops/meetings.

Total Budget (line C) divided by the number of eligible children (Appendix A or Appendix A-1).
Not to exceed \$26.50 per eligible child.

Position	Annual C&TC Hours	Full-Time Equivalent (FTE)	Salary and Wages
?	?	#VALUE!	?
?	?	#VALUE!	?
?	?	#VALUE!	?
?	?	#VALUE!	?
?	?	#VALUE!	?
?	?	#VALUE!	?
?	?	#VALUE!	?
?	?	#VALUE!	?
?	?	#VALUE!	?
?	?	#VALUE!	?
?	?	#VALUE!	?
?	?	#VALUE!	?
?	?	#VALUE!	?
?	?	#VALUE!	?
?	?	#VALUE!	?
?	?	#VALUE!	?
?	?	#VALUE!	?
?	?	#VALUE!	?
Additional Outreach Staff Total	0	#VALUE!	\$0.00

Position	Annual C&TC Hours	Full-Time Equivalent (FTE)	Salary and Wages
?	?	#VALUE!	?
?	?	#VALUE!	?
?	?	#VALUE!	?
?	?	#VALUE!	?
?	?	#VALUE!	?
?	?	#VALUE!	?
?	?	#VALUE!	?
?	?	#VALUE!	?
?	?	#VALUE!	?
?	?	#VALUE!	?
?	?	#VALUE!	?
?	?	#VALUE!	?
?	?	#VALUE!	?
?	?	#VALUE!	?
?	?	#VALUE!	?
?	?	#VALUE!	?
?	?	#VALUE!	?
?	?	#VALUE!	?
Additional Outreach Staff Total	0	#VALUE!	\$0.00

[illegible]

Fringe Benefits	
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\$0.00	

**Child and Teen Checkups (C&TC)
2018 Administrative Services
Annual Expenditure Report**

**Appendix G
Page 1 of 1**

Name of CHB/Tribal Nation: **Select from Drop Down List**

Provide one report per CHB/Tribal Nation

Report Year: **2018**

Category From 2018 Budget Worksheet – Attachment 1	C&TC Administrative Budget 2018	*Actual Expenditures for these Activities	Balance (difference between C&TC Administrative Funds Budget per 2018 Contract and Actual Expenses for line items listed)	Funds from other sources spent for these activities
A. Compensation Costs				
1. Total Direct Staffing Costs	\$0.00		\$0.00	
2. Total Equipment	\$0.00		\$0.00	
Other Direct Costs				
3. Total Office Supplies	?		#VALUE!	
4. Total Printing	?		#VALUE!	
5. Total Postage	?		#VALUE!	
6. Total Telephone	?		#VALUE!	
7. Total Office Space (Rent)	?		#VALUE!	
8. Interpreter/Translation Services	?		#VALUE!	
9. Total Training Costs	?		#VALUE!	
10. Total C&TC Outreach Supplies	\$0.00		\$0.00	
11. Total C&TC Outreach Advertisement	?		#VALUE!	
12. Total Other Costs	?		#VALUE!	
13. Subcontractors/Consultants	?		#VALUE!	
14. Indirect Cost – Must not exceed 10% of the direct salary and fringe benefits	\$0.00		\$0.00	
Total Compensation Cost (sum 1 thru 14)	\$0.00	\$0.00	#VALUE!	\$0.00
B. Total TRAVEL COSTS	#VALUE!		#VALUE!	
C. Total Expenditures	#VALUE!	\$0.00	#VALUE!	\$0.00

D. Number of C&TC Eligible Children (SFY 2017: Appendix A or A-1)

-

E. C&TC Services Costs per Child: Line C (total Actual Expenditures) divided by line D (Number of Eligible Children)

#DIV/0!

*Please show full annual amount of C&TC expenditures in Expenditure Column. If funds from other sources were used for the line item/activity listed, please list the amount in the column "Funds from other sources."

"I certify that all expenditures have been provided to C&TC Administrative Services."

Prepared by (print name):

Date:

Signature:

Telephone:

Please submit to: Anne Kollmeyer, Child and Teen Checkups Coordinator,
Minnesota Department of Human Services, anne.kollmeyer@state.mn.us

**Child and Teen Checkups (C&TC)
2018-2020 Administrative Services Work Plan**

OBJECTIVE 1:

Inform families and/or children from birth through age 20 enrolled in Medical Assistance (MA) about the C&TC Program.

Federal/State Requirements: Information about the C&TC Program must be provided to enrolled children birth through age 20 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, interpreter, and scheduling assistance is available, etc.

Establish and implement a process 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.

CHB/Tribal Nation Name: _____

CHB/Tribal Nation C&TC Participation Rate for FFY 2016: _____%

CHB/Tribal Nation C&TC Participation Rate for FFY 2017: _____%

CHB/Tribal Nation C&TC Participation Rate for FFY 2018: _____%

(Multi-County CHB Ppt. Rates: divide total # CHB eligibles screened by total # CHB eligibles – determine by multiplying #eligibles from line 1 CMS-416 by line 10 CMS-416 county participation rate for each county and adding together.

Work Plan for (check one):

2018: _____

2019: _____ Check year if Attachment 2 is revised for 2nd year of contract.

Make revisions in red.

2020: _____ Check year if Attachment 2 is revised for 3rd year of contract.

Make revisions in red.

Name of C&TC Program Coordinator(s):
(multi-county CHBs: list each Coordinator and county name)

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. (CHB/Tribal Nation must know who the eligible population is to do outreach and follow-up) *Use the CATCH System according to DHS instructions to assist with maintaining this list.*

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. Provide communication through interpreter or translated written material when appropriate.

3. Foster care families/children should be informed through responsible CHB/Tribal Nation child case or social workers, foster care parents, or legally responsible guardians. At least annually, inform foster care homes/institutions, appropriate social workers of C&TC Program services available to foster care children. Work with foster care child workers to develop a process to assure children in foster care receive C&TC information.

**Child and Teen Checkups (C&TC)
2018-2020 Administrative Services Work Plan**

Required Activities	Describe the methods used to complete these required activities.
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 system 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.	
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, encourage, and inform staff about ways to assist in the informing of eligible families/children about the C&TC program and its benefits.	
9. Other activities provided to meet this objective:	

**Child and Teen Checkups (C&TC)
2018-2020 Administrative Services Work Plan**

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.

CHB/Tribal Nation Name: _____

Work Plan for (check one):

2018: ____

2019: ____ **Check year if Attachment 2 is revised for 2nd year of contract.** Make revisions in red.

2020: ____ **Check year if Attachment 2 is revised for 3rd 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 Prepaid Medical Assistance Program (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)
2018-2020 Administrative Services Work Plan**

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. Also, work with Health Plans to assist families in accessing transportation through their health plan.	
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 system report at least monthly. Keep dated documentation.	
8. Other activities provided to meet this objective:	

**Child and Teen Checkups (C&TC)
2018-2020 Administrative Services Work Plan**

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.

CHB/Tribal Nation Name: _____

Work Plan for (check one):

2018: _____

2019: _____ **Check year if Attachment 2 is revised for 2nd year of contract.** Make revisions in red.

2020: _____ **Check year if Attachment 2 is revised for 3rd 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.)	
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 provided to meet this objective:	

**Child and Teen Checkups (C&TC)
2018-2020 Administrative Services Work Plan**

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.

CHB/Tribal Nation Name: _____

Work Plan for (check one):

2018: ____

2019: ____ **Check year if Attachment 2.4 is revised for 2nd year of contract.** Make revisions in red.

2020: ____ **Check year if Attachment 2.4 is revised for 3rd year of contract.** Make revisions in red.

Guidelines: Please read requirement above. (1) coordination efforts should contain costs, improve service delivery overlap, cut duplication, comply with HIPAA 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.

Agency:**Describe collaborative, community activities**

1. Refer appropriate C&TC enrollees to WIC for possible eligibility determination and appropriate WIC clients to C&TC. This is required.

2. Head Start

3. Immunization Registries, etc.

4. Public Schools (e.g. Early Childhood Screening [ECS])

5. MCH Programs (e.g. home visiting if appropriate)

6. Other (Children's Mental Health, Housing Programs, Information and Referral Services, Health Related Services, Daycare, Support Services [e.g. transportation, health education, counseling], collaborative activities, health fairs, etc.)

Child and Teen Checkups (C&TC) 2018-2020 Administrative Services Work Plan

OBJECTIVE 5:

Recruit and train local providers about the C&TC Program.

Federal/State Requirements:

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 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 Minnesota Department of Health (MDH), Minnesota Department of Human Services (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.

CHB/Tribal Nation Name: <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> Work Plan for (check one): 2018: ____ 2019: ____ Check year if Attachment 2.5 is revised for 2nd year of contract. Make revisions in red. 2020: ____ Check year if Attachment 2.5 is revised for 3rd year of contract. Make revisions in red.	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. C&TC Administrative Services Agencies should promote C&TC trainings offered through the DHS interagency agreement with MDH. This includes communicating the trainings being offered and contacting MDH to request trainings for their local C&TC providers. MDH staff is available to train local providers on C&TC screening components. *Note: In third column: For contract year 2018, complete the 2017 column. For contract year 2019, complete the 2017 and 2018 columns. For contract year 2020, complete the 2017, 2018, and 2019 columns.	Number of estimated MA Eligible Children in Community Health Board (CHB)/Tribal Nation (from Appendix A or A-1). *Please see note under Guideline. 2017: ____ 2018: ____ 2019: ____ Current # of C&TC Providers – (# clinics and satellites within CHB border or Tribal Nation Contract Health Services Delivery Area (CHSDA). 2017: ____ 2018: ____ 2019: ____ Current # C&TC clinics, within CHB border or Tribal Nation CHSDA, offering C&TC services to new (as well as existing) MA enrollees. 2017: ____ 2018: ____ 2019: ____ Current # of Dental Providers – (# clinics within CHB border or Tribal Nation CHSDA) 2017: ____ 2018: ____ 2019: ____ Current # of dental providers, within CHB border or Tribal Nation CHSDA, currently offering services to new (as well as existing) MA enrollees. 2017: ____ 2018: ____ 2019: ____
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**Child and Teen Checkups (C&TC)
2018-2020
Administrative Services Work Plan**

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 and related training opportunities. 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 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 web link as needed and as updates to the guides are available, inform providers of these changes to the <u>Minnesota Health Care Program Provider Manual – C&TC Section</u> . Provide web links to each provider with related C&TC information. For providers needing additional information, coordinate with local health plan representatives to provide essential contact and program information.	
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 Department of Human Services 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 provided to meet this objective:	

Appendix A

Child and Teen Checkups, 2018 Estimated Eligible MA Children Under Age 21, by County & Tribe (Based on *SFY 2017 data)

#	County - Reservation	Number of Eligible	#	County - Reservation	Number of Eligible
1	Aitkin	2,016	47	Meeker	2,820
2	Anoka	38,379	48	Mille Lacs	4,009
3	Becker	4,709	49	Morrison	4,425
4	Beltrami	7,079	50	Mower	6,081
5	Benton	5,318	51	Murray	985
6	Big Stone	584	52	Nicollet	3,308
7	Blue Earth	6,580	53	Nobles	4,149
8	Brown	2,553	54	Norman	1,042
9	Carlton	3,456	55	Olmsted	15,400
10	Carver	6,275	56	Otter Tail	7,365
11	Cass	4,483	57	Pennington	1,296
12	Chippewa	1,867	58	Pine	3,561
13	Chisago	5,331	59	Pipestone	1,487
14	Clay	8,002	60	Polk	4,474
15	Clearwater	1,175	61	Pope	1,215
16	Cook	580	62	Ramsey	86,421
17	Cottonwood	1,851	63	Red Lake	459
18	Crow Wing	8,349	64	Redwood	2,055
19	Dakota	40,197	65	Renville	2,281
20	Dodge	2,210	66	Rice	7,624
21	Douglas	3,776	67	Rock	1,157
22	Faribault	2,015	68	Roseau	1,566
23	Fillmore	2,252	69	St. Louis	19,812
24	Freeborn	4,316	70	Scott	12,534
25	Goodhue	4,052	71	Sherburne	9,496
26	Grant	802	72	Sibley	1,920
27	Hennepin	142,050	73	Stearns	19,392
28	Houston	1,517	74	Steele	4,761
29	Hubbard	2,892	75	Stevens	823
30	Isanti	4,908	76	Swift	1,358
31	Itasca	5,678	77	Todd	3,448
32	Jackson	1,118	78	Traverse	489
33	Kanabec	2,203	79	Wabasha	2,030
34	Kandiyohi	7,226	80	Wadena	2,305
35	Kittson	478	81	Waseca	2,396
36	Koochiching	1,492	82	Washington	18,044
37	Lac Qui Parle	759	83	Watonwan	1,659
38	Lake	1,036	84	Wilkin	874
39	Lake of the Woods	479	85	Winona	4,063
40	Le Sueur	2,938	86	Wright	12,083
41	Lincoln	673	87	Yellow Medicine	1,317
42	Lyon	3,885	102	Red Lake R.	1,169
43	McLeod	3,937	103	White Earth R.	1,347
44	Mahnomen	921	104	Leech Lake R.	1,805
45	Marshall	929	106	Fond du Lac R.	1,043
46	Martin	2,651	Total All Counties		643,325

*State Fiscal Year 2016 (7/1/16 - 6/30/17)

Appendix A-1

Child and Teen Checkups, 2018 Estimated Eligible MA Children Under Age 21, by CHB (Based on *SY 2017 Enrollment data)

#	Community Health Board	Number of Eligible
1	Aitkin-Itasca-Koochiching Community Health Board	9,186
2	Anoka County Community Health & Environmental Services	38,379
3	Beltrami County Community Health Board	7,079
4	Benton County Community Health Board	5,318
5	Blue Earth County Human Services	6,580
6	Brown-Nicollet Community Health Board	5,861
7	Carlton-Cook-Lake-St. Louis Community Health Board	24,884
8	Carver County Public Health	6,275
9	Cass County Health, Human and Veterans Services Board	4,483
10	Chisago County Public Health Department	5,331
11	Countryside Public Health (Big Stone, Chippewa, Lac Qui Parle, Swift, Yellow Medicine)	5,885
12	Crow Wing County Community Services Health Division	8,349
13	Dakota County Public Health Department	40,197
14	Des Moines Valley Health and Human Service (Cottonwood, Jackson)	2,969
15	Dodge-Steele Community Health Board	6,971
16	Fillmore-Houston Community Health Board	3,769
17	Freeborn County Public Health	4,316
18	Goodhue County Health and Human Services	4,052
19	Hennepin County Human Services & Public Health Dept.	142,050
20	Horizon Community Health Board (Douglas, Grant, Pope, Stevens, Traverse)	7,105
21	Human Service of Faribault & Martin Counties	4,666
22	Isanti Community Health Board	4,908
23	Kanabec County Community Health Board	2,203
24	Kandiyohi-Renville Community Health Board	9,507
25	Le Sueur-Waseca Community Health Board	5,334
26	Meeker-McLeod-Sibley Community Health Services	8,677
27	Mille Lacs County Community Health Board	4,009
28	Morrison-Todd-Wadena Community Health Board	10,178
29	Mower County Community Health Services	6,081
30	Nobles County Community Services	4,149
31	North Country Community Health Services (Clearwater, Hubbard, Lake of the Woods)	4,546
32	Olmsted County Public Health Services	15,400
33	Partnership4Health Community Health Board (Becker, Clay, Otter Tail, Wilkin)	20,950
34	Pine County Community Health Board	3,561
35	Polk-Norman-Mahnomen Community Health Board	6,437
36	Quin County Community Health Services (Kittson, Marshall, Pennington, Red Lake, Roseau)	4,728
37	Rice County Community Health Services	7,624
38	Saint Paul-Ramsey County Public Health	86,421
39	Scott County Health and Human Services	12,534
40	Sherburne County Health and Human Services	9,496
41	Southwest Health and Human Services (Lincoln-Lyon-Murray-Pipestone-Redwood-Rock)	10,242
42	Stearns County Human Services	19,392
43	Wabasha County Public Health	2,030
44	Washington County Public Health and Environment	18,044
45	Watonwan County Human Services	1,659
46	Winona County Community Health Board	4,063
47	Wright County Human Services	12,083
TOTAL		637,961

*State Fiscal Year 2017 (7/1/16 - 6/30/17)

As of July 3, 2017

**Minnesota Department of Human Services
2015-2017 Child and Teen Checkups (C&TC) Administrative
Services Contract**

Contractor Information

Please complete information below that will be used to complete a contract.

Contractor Name:

Contractor Address:

City:

State:

Zip Code:

Contractor type:

Social Security or Federal Employer ID number:

Minnesota Tax ID number (If Applicable):

C&TC Contract Authorized Representative:

Telephone number:

Fax number:

Email Address:

Data Privacy and Security Responsible Authority:

Counties Participating in CHB (if applicable):

National Provider Identifier (NPI) number OR Unique Minnesota Provider Identifier (UMPI) number that will be used when submitting claims for 2018-2020 C&TC Administrative Services expenses:

Claims will be submitted:

Monthly Quarterly Other (please specify)

Fiscal Agent (Entity) for the Contract:

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

2018-2020 C&TC Administrative Services
Subcontracting/Consulting Costs Information Form

1. Please describe the proposed C&TC outreach project.
2. What is the name of the subcontractor who will be providing the outreach services?
3. Will there be either a formal contract or agreement with the subcontractor providing the outreach services? Do they have a choice about a contract/agreement?
4. How will the staff providing the outreach be supervised or monitored to ensure that requirements of contract/agreement are met? Who will have responsibility for supervision/monitoring?
5. Please attach the script outline that will be used to communicate C&TC messages. Identify the specific activities that will be performed.
6. How much time will be spent providing C&TC outreach per family contact?
7. What is the proposed annual budget amount of the C&TC outreach services that will be provided?
8. What is the cost per each outreach activity?
9. How was the amount per outreach activity calculated?
10. Please describe how the results of the C&TC outreach will be evaluated.
11. Does this subcontractor already provide this service as part of their work? (For example, home visiting nurses typically discuss preventive care and programs available with clients as a part of their visit).
12. Does this subcontractor provide the same or similar education outreach or service for all people whether or not they are enrolled in Medical Assistance?

State of Minnesota

Department of Human Services

County Grant Contract

This Contract, and amendments and supplements thereto ("Contract"), is between State of Minnesota, acting through its Department of Human Services Purchasing and Service Delivery Division ("STATE") and the county of _____, an independent contractor, not an employee of the State of Minnesota, address _____ ("CHB").

RECITALS

WHEREAS, STATE, pursuant to Minnesota Statutes, sections 256.01 and 256B.04 subdivision 1b, is empowered to enter into contracts for the provision of Early and Periodic Screening, Diagnosis and Treatment (EPSDT {hereinafter Child and Teen Checkups Program or C&TC}) Administrative Services to Medical Assistance (MA) eligible children birth through 20 years of age;

WHEREAS, STATE is in need of the provision of C&TC Administrative Services to MA eligible children birth through 20 years of age;

WHEREAS, STATE is authorized to use contract funds to contract for the provision of C&TC Administrative Services under: sections 1902 (a)(43); 1905 (a)(4)(B); and 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; and Minnesota Statutes, section 256B.04;

WHEREAS, the disclosure by STATE to CHB of protected health information that is subject to the Health Insurance Portability Accountability Act (HIPAA) is permitted by 45 C.F.R. § 164.502(e)(1)(i);

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

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

THEREFORE, the Parties agree as follows:

1. **CHB'S DUTIES.** CHB shall:
 - A. Provide C&TC administrative services to children birth through age 20 who are enrolled in MA, who reside within CHB geographic area or are assigned by STATE to CHB, and who are not assigned to a participating Tribe.
 - B. Comply with program regulations, policies, procedures, directives and revisions thereto as approved by STATE and as identified in STATE's C&TC program communications (such as C&TC Coordinator Update Memos and the C&TC Coordinator Handbook, provider

updates, and program manuals), which are incorporated herein by reference.

- C.** Provide adequate and appropriate training for staff assigned to activities and duties described in this Contract.
- D.** Provide CHB sponsored C&TC administrative services orientation training for new and current C&TC staff, require C&TC Coordinator(s) to attend any available and appropriate C&TC training offered by STATE including training offered through the Minnesota Department of Health (MDH), and promote attendance, as appropriate, to STATE sponsored C&TC training for C&TC staff.
- E.** Promote MDH C&TC trainings to health care providers in CHB's geographic area. Attend MDH health care provider training as appropriate to encourage ongoing consultative and technical assistance relationships with local health care providers.
- F.** Provide CHB-sponsored Child and Teen Checkups CATCH database training for new and current C&TC staff, require new and current C&TC Coordinator(s) to attend any available CATCH training offered by STATE and promote attendance, as appropriate, at STATE-sponsored CATCH training for C&TC staff. CHB is required to train all C&TC staff on the use of the CATCH System to meet contract activity requirements including Health Insurance Portability and Accountability Act (HIPAA) regulations.
- G.** Determine the willingness of eligible families and children to participate in the C&TC Program and document in the CATCH system.
- H.** Demonstrate attempts to provide outreach to all eligible families and children through written, oral and/or face-to-face communications and document in the CATCH system.
- I.** Maintain a fully secure and functional CATCH system for use in the completion of contracted duties and responsibilities by following STATE's instructions and requirements, including CATCH system requirements; the CATCH User Manual; CATCH email updates; and CATCH monthly download emails, as needed for the CATCH system, which are incorporated herein by reference.
- J.** Maintain integrity and security of CATCH database by following STATE instructions and requirements for the CATCH Program system.
- K.** Maintain dated documentation of required outreach to recipients and follow-up activities in the CATCH system as fully as possible. Document by other means as necessary.
- L.** Document all activities which are designed to increase C&TC screening services participation ratios.
- M.** Complete and submit the C&TC Administrative Services Annual Budget Worksheet each year. The Budget Worksheets shall be attached and incorporated into this Contract as Attachment 1.

- N.** Complete and submit the C&TC Work Plan each year. The Work Plan shall be attached and incorporated into this Contract as Attachment 2.
- O.** Comply with the C&TC Administrative Budget Worksheet and revisions thereto as approved by STATE.
- P.** Perform the administrative services and tasks set forth in the C&TC Work Plan and revisions thereto as approved by STATE.
- Q.** Comply with all C&TC program administrative and reporting requirements and revisions thereto as identified and approved by STATE.
- R.** Submit all required annual reports as prescribed by STATE each year for the previous calendar year. STATE will send CHB electronic copies of the required annual report forms at least 60 days before they are due.
- S.** Obtain prior written STATE approval for new C&TC outreach activities such as media projects, evaluations and survey activities (not identified in the approved work plan) before implementation. STATE will offer support for new initiatives and current projects consistent with C&TC Program goals as well as offer technical and research assistance. Notwithstanding Clause 9 (amendments to grant) of this Contract, the additions to the work plan can be done as an amended work plan worksheet.
- T.** Comply with STATE's 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 STATE at the conclusion of the project period.
- U.** Seek and obtain written STATE approval to remove activities from the approved work plan. Notwithstanding Clause 9 (amendments to grant) of this Contract, removal of activities from the work plan can be done as an amended work plan worksheet.
- V.** Employ a C&TC Coordinator who is a Public Health Nurse (PHN) or is under the direct supervision of a PHN unless otherwise approved in writing by STATE.
- W.** Demonstrate efforts to use all available resources to increase C&TC participation.
- X.** Maintain contract and work plan activity records for 6 years after the contract has expired.
- Y.** Comply with the terms and conditions set forth in CHB's Minnesota Department of Human Services Provider Agreement, and amendments and supplements thereto, which are on file with STATE's Health Care Administration, Member and Provider Services Division, 540 Cedar Street, St. Paul, MN 55155 and incorporated herein by reference.

2. CONSIDERATION AND TERMS OF PAYMENT.

2.1 Consideration. Consideration for all services performed and goods or materials supplied by CHB pursuant to this Contract shall be paid by STATE as follows:

A. Compensation. Compensation will be calculated as follows:

1. All compensation shall be determined per Calendar Year (CY).
2. The amount of funding available for each CY is based on an annual estimated number of MA-eligible children, birth through age 20, to be served by CHB, which will be provided to CHB by STATE by August 31 of each Calendar year.
3. The total compensation available for each CY is the estimated number of MA eligible children multiplied by \$26.50 per child.

B. Reimbursement. Reimbursement for travel and subsistence expenses actually and necessarily incurred by CHB's performance of this Contract shall be as indicated in the C&TC Administrative Services Annual Budget Worksheet Attachment 1 for each CY 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 Minnesota Management and Budget. 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 STATE. Travel in the local trade area for approved contract activities does not require STATE approval. For purposes of this Contract "local trade area" is defined in Minnesota Rules, part 9505.0175.

C. Total obligation. The total obligation of STATE for all compensation and reimbursements to CHB shall not exceed _____ dollars (\$ _____) for services performed in CY 2018.

D. Budget Revisions CHB can move up to 10% of the total compensation for the calendar year, or ten thousand dollars (\$10,000), whichever is less, from one budget line to another budget line for approved activities (included in the contract work plan) without STATE approval. Budget revisions in excess of these thresholds require an amended budget worksheet and written approval from STATE. Notwithstanding Clause 9 (amendments to grant) of this Contract, the revisions can be done on an amended budget worksheet. Amendments are required to add a budget line item, extend the end date, or increase or decrease the total grant award, pursuant to Clause 9 of this Contract.

Requests for budget revisions may be submitted throughout the year and will be effective upon approval. Amended budget worksheets must be submitted prior to November 1 of the contract year for which revision is requested.

E. Equipment Purchases All equipment purchases require prior STATE approval and must demonstrate cost effectiveness of the purchase. Equipment and other items purchased with C&TC funds must be used solely for the C&TC Program or the cost

must be prorated among the programs sharing the equipment.

- F. Withholding.** 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 STATE as required.
- G. Consideration.** Consideration for all services performed and goods or materials supplied by CHB pursuant to this Contract shall be paid by STATE as follows:
 - 1. Compensation and Reimbursement shall be consistent with the Annual Budget Worksheet, as revised and approved by STATE, and based on actual expenditures.

2.2 Terms of Payment.

- A.** STATE, using the Medicaid Management Information System (MMIS), will promptly pay CHB after the submission of a claim for services actually performed. Claims will be submitted in a timely manner and at least quarterly.
- B.** Payments are to be made from federal funds obtained by 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 or suspended immediately upon written notice of such fact by STATE to CHB. In the event of such termination or suspension, CHB shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- C.** CHB is responsible for certifying expenses for C&TC administrative services performed by the contracting agency.
- D.** CHB must bill STATE 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.
- E.** The fiscal agent and the NPI or UMPI number must be included on the Contractor Information Form which must be submitted to STATE. CHB account is set up using the approved contract NPI or UMPI number. Only the approved NPI or UMPI number can be used for billing C&TC Administrative Services. CHB must immediately notify STATE if the NPI or UMPI number changes by completing a new Contractor Information Form.

- 3. CONDITIONS OF PAYMENT.** All services provided by CHB pursuant to this Contract shall be performed to the satisfaction of 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. CHB shall not receive payment for work found by STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.

4. **PAYMENT RECOUPMENT.** CHB must reimburse STATE upon demand or STATE may deduct from future payments under this Contract any amounts paid by STATE, under this or any previous grant, for which invoices and progress reports have not been received, or for which CHB'S books, records or other documents are not sufficient to clearly substantiate that those amounts were used by CHB to perform grant services.
5. **TERMS OF CONTRACT.** This Contract shall be effective on **January 1, 2018**, or upon the date that the final required signature is obtained by STATE, pursuant to Minnesota Statutes, section 16C.05, subdivision 2, whichever occurs later, and shall remain in effect through **December 31, 2020**, or until all obligations set forth in this Contract have been satisfactorily fulfilled, whichever occurs first. CHB understands that NO work should begin under this Contract until ALL required signatures have been obtained, and CHB is notified to begin work by STATE's Authorized Representative. CHB shall have a continuing obligation, after said grant period, to comply with the following provisions of grant clauses: 10. Liability; 11. State Audits; 12. Information Privacy and Security; 13. Intellectual Property Rights; and 19. Jurisdiction and Venue.
6. **CANCELLATION.**
- 6.1 **For Cause or Convenience.** This Contract may be canceled by 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, CHB shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed. STATE has the right to suspend or terminate this Contract immediately when STATE deems the health or welfare of the service recipients is endangered, when STATE has reasonable cause to believe that CHB has breached a material term of this Contract, or when CHB'S non-compliance with the terms of this Contract may jeopardize federal financial participation.
- 6.2 **Insufficient Funds.** 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 CHB. STATE is not obligated to pay for any services that are provided after notice and effective date of termination. However, CHB will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. STATE will not be assessed any penalty if this Contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. STATE must provide CHB notice of the lack of funding within a reasonable time of STATE's receiving that notice.
- 6.3 **Breach.** Notwithstanding clause 6.1., upon STATE's knowledge of a curable material breach of this Contract by CHB, STATE shall provide CHB written notice of the breach and ten (10) days to cure the breach. If CHB does not cure the breach within the time allowed, CHB will be in default of this Contract and STATE may cancel this Contract immediately thereafter. If CHB has breached a material term of this Contract and cure is not possible, STATE may immediately terminate this Contract.
7. **AUTHORIZED REPRESENTATIVES, RESPONSIBLE AUTHORITY, and PROJECT MANAGER.**

- 7.1 State.** STATE'S authorized representative for the purposes of administration of this Contract is Anne Kollmeyer, C&TC Policy and Project Manager, or her successor. Such representative shall have final authority for acceptance of CHB'S services.
- 7.2 CHB.** CHB's Authorized Representative is _____ or his/her successor. If CHB's Authorized Representative changes at any time during this Contract, CHB must immediately notify STATE.
- 7.3 Information Privacy and Security.** CHB'S responsible authority for purposes of complying with data privacy and security for this Contract is _____ or his/her successor.
- 8. ASSIGNMENT.** CHB shall neither assign nor transfer any rights or obligations under this Contract without the prior written consent of STATE.
- 9. AMENDMENTS.** Any amendments to this Contract shall be in writing, and shall be executed by the same parties who executed the original grant contract, or their successors in office.
- 10. LIABILITY.** To the extent provided for in Minnesota Statutes, section 466.01 to 466.15, CHB agrees to be responsible for any and all claims or causes of action arising from the performance of this Contract by CHB or CHB'S agents or employees. This clause shall not be construed to bar any legal remedies CHB may have for STATE'S failure to fulfill its obligations pursuant to this Contract. STATE's Liability limits are set out in Minnesota Statutes, section 3.736 (and any of its amendments) and are subject to the limitations stated there.
- 11. STATE AUDITS.** Under Minnesota Statutes, section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices of CHB and its employees, agents, or subcontractors relevant to this Contract shall be made available and subject to examination by STATE, including the contracting Agency/Division, Legislative Auditor, and State Auditor for a minimum of six years from the end of this Contract.
- 12. INFORMATION PRIVACY AND SECURITY.** For purposes of executing its responsibilities and to the extent set forth in this Contract, CHB will be processing health care bills or payments on behalf of STATE, and/or conducting other health care operations on behalf of STATE. In carrying out its duties, CHB will be handling protected health information and other private information concerning individual STATE clients. As such, CHB agrees to be bound by the state and federal laws protecting the privacy of information, including the Data Practices Act, Minnesota Health Records Act, Health Insurance Portability Accountability Act (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) 42 U.S.C. §§ 17921(5) and 17931; and federal drug and alcohol treatment regulations.

Information privacy and security will be governed by the "Information Privacy and Security Agreement" and by the "Business Associate Agreement" (collectively the "Agreements") that the parties have previously entered into, except that the parties further agree to comply with any agreed-upon amendments to either or both of these Agreements, and with any agreed-upon superseding Agreement(s), which are incorporated into this Contract by reference. The terms of the applicable Agreements are incorporated herein by reference.

13. INTELLECTUAL PROPERTY RIGHTS.

13.1 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 CHB, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this 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 CHB, its employees, agents, or subcontractors, in the performance of this Contract.

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

14. AFFIRMATIVE ACTION and NON-DISCRIMINATION

14.1 Affirmative Action. 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.

14.2 Non-Discrimination.

- A. 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. CHB agrees to take affirmative steps to employ, advance in employment, upgrade, train, and recruit minority persons, women, and persons with disabilities.
- B. 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. 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 Rules, part 5000.3550.
- C. 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.

- D. Notification to employees and other affected parties. 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 CHB's obligation under the law to take affirmative action to employ and advance in employment qualified minority persons, women, and persons with disabilities.
- E. CHB will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that 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.

14.3 Compliance with Department of Human Rights Statutes. In the event of 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.

15. WORKERS' COMPENSATION. CHB certifies that it is in compliance with Minnesota Statute, section 176.181, subdivision 2, pertaining to workers' compensation insurance coverage. CHB'S employees and agents will not be considered employees of 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 STATE'S obligation or responsibility.

16. VOTER REGISTRATION REQUIREMENT. 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 CHB.

17. OWNERSHIP OF EQUIPMENT. Disposition of all equipment purchased under this Contract shall be in accordance with title 45, code of federal regulations, part 92. For all equipment having a current per unit fair market value of \$5,000 or more, STATE shall have the right to require transfer of the equipment (including title) to the Federal Government or to an eligible non-Federal party named by STATE. This right will normally be exercised by STATE only if the project or program for which the equipment was acquired is transferred from one CHB to another.

18. FEDERAL AUDIT REQUIREMENTS AND CHB DEBARMENT INFORMATION.

18.1 Federal Audit Requirements and CHB Debarment Information. CHB certifies it will comply with the Single Audit Act, and Code of Federal Regulations, title 2, subtitle A, chapter II, part 200, as applicable. All sub-recipients receiving \$750,000 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 Code of Federal Regulations, title 2, subtitle A, chapter II, part 200, as applicable. Failure to comply with these requirements could result in forfeiture of federal funds.

18.2 Debarment by the State. CHB certifies that neither it nor its principles is presently debarred or suspended by STATE, or any of its departments, commissions, agencies, or political subdivisions. CHB'S certification is a material representation upon which this Contract award was based. CHB shall provide immediate written notice to STATE'S authorized representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

18.3 Certification Regarding Debarment. Federal money will be used or may potentially be used to pay for all or part of the work under this Contract, therefore CHB must certify the following, as required by the regulations implementing Executive Order 12549. CHB'S certification is a material representation upon which this Contract award was based.

18.4 Certification Regarding Debarment – Lower Tier Transactions. Instructions for Certification

- A. By signing and submitting this Contract, the prospective lower tier participant is providing the certification set out below.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this Contract is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- D. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this Contract is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- F. The prospective lower tier participant further agrees by submitting this Contract that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction,"

without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- J. The prospective lower tier participant certifies, by submission of this Contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- K. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Contract.

- 19. **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.
- 20. **WAIVER.** If the State fails to enforce any provision of this Contract, that failure does not waive the provision or STATE's right to enforce it.
- 21. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between STATE and CHB. No other understanding regarding this Contract, whether written or oral may be used to bind either party.

22. OTHER PROVISIONS.

- 22.1 Religious Based Counseling.** CHB agrees that no religious based counseling shall take place under the auspices of this Contract.
- 22.2 Independent Audit.** If CHB has an independent audit, a copy of the audit shall be submitted to STATE.
- 22.3 Payment to Subcontractors.** (If applicable) As required by Minnesota Statutes, section 471.425, the prime CHB must pay all subcontractors, according to the terms of the contract or, if no contract terms apply, within the standard payment period unless CHB in good faith disputes the obligation. Standard payment period is defined in Minnesota Statutes, section 471.425, subdivision 2.

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, chapter 16A and section 16C.05.

By: _____

Date: _____

Grant No: _____

2. CHB

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

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: _____

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

Distribution:

State - Original (fully executed) contract

CHB

State Authorized Representative

State of Minnesota

Department of Human Services

Multi-County Grant Contract

This Contract, and amendments and supplements thereto ("Contract"), is between State of Minnesota, acting through its Department of Human Services Purchasing and Service Delivery Division ("STATE") and _____, an independent contractor, not an employee of the State of Minnesota, address _____ ("CHB").

RECITALS

WHEREAS, STATE, pursuant to Minnesota Statutes, sections 256.01 and 256B.04 subdivision 1b, is empowered to enter into contracts for the provision of Early and Periodic Screening, Diagnosis and Treatment (EPSDT {hereinafter Child and Teen Checkups Program or C&TC}) Administrative Services to Medical Assistance (MA) eligible children birth through 20 years of age;

WHEREAS, STATE is in need of the provision of C&TC Administrative Services to MA eligible children birth through 20 years of age;

WHEREAS, STATE is authorized to use contract funds to contract for the provision of C&TC Administrative Services under: sections 1902 (a)(43); 1905 (a)(4)(B); and 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; and Minnesota Statutes, section 256B.04;

WHEREAS, CHB consists of the counties: _____; in an agreement through Minnesota Statutes, section 471.59;

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

WHEREAS, the disclosure by STATE to CHB of protected health information that is subject to the Health Insurance Portability Accountability Act (HIPAA) is permitted by 45 C.F.R. § 164.502(e)(1)(i);

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

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

THEREFORE, the Parties agree as follows:

1. CHB'S DUTIES. CHB shall:

- A.** Provide C&TC administrative services to children birth through age 20 who are enrolled in MA, who reside within CHB geographic area or are assigned by STATE to CHB, and who

are not assigned to a participating Tribe.

- B.** Comply with program regulations, policies, procedures, directives and revisions thereto as approved by STATE and as identified in STATE's C&TC program communications (such as C&TC Coordinator Update Memos and the C&TC Coordinator Handbook, provider updates, and program manuals), which are incorporated herein by reference.
- C.** Provide adequate and appropriate training for staff assigned to activities and duties described in this Contract.
- D.** Provide CHB sponsored C&TC administrative services orientation training for new and current C&TC staff, require C&TC Coordinator(s) to attend any available and appropriate C&TC training offered by STATE including training offered through the Minnesota Department of Health (MDH), and promote attendance, as appropriate, to STATE sponsored C&TC training for C&TC staff.
- E.** Promote MDH C&TC trainings to health care providers in CHB's geographic area. Attend MDH health care provider training as appropriate to encourage ongoing consultative and technical assistance relationships with local health care providers.
- F.** Provide CHB-sponsored Child and Teen Checkups CATCH database training for new and current C&TC staff, require new and current C&TC Coordinator(s) to attend any available CATCH training offered by STATE and promote attendance, as appropriate, at STATE-sponsored CATCH training for C&TC staff. CHB is required to train all C&TC staff on the use of the CATCH System to meet contract activity requirements including Health Insurance Portability and Accountability Act (HIPAA) regulations.
- G.** Determine the willingness of eligible families and children to participate in the C&TC Program and document in the CATCH system.
- H.** Demonstrate attempts to provide outreach to all eligible families and children through written, oral and/or face-to-face communications and document in the CATCH system.
- I.** Maintain a fully secure and functional CATCH system for use in the completion of contracted duties and responsibilities by following STATE's instructions and requirements, including CATCH system requirements; the CATCH User Manual; CATCH email updates; and CATCH monthly download emails, as needed for the CATCH system, which are incorporated herein by reference.
- J.** Maintain integrity and security of CATCH database by following STATE instructions and requirements for the CATCH Program system.
- K.** Maintain dated documentation of required outreach to recipients and follow-up activities in the CATCH system as fully as possible. Document by other means as necessary.
- L.** Document all activities which are designed to increase C&TC screening services participation ratios.

- M.** Submit all required materials as a CHB, not as individual counties. This includes but is not limited to budgets, contractor information forms, work plans, reports, and claims for contract services.
- N.** Complete and submit the C&TC Administrative Services Annual Budget Worksheet each year. The Budget Worksheets shall be attached and incorporated into this Contract as Attachment 1.
- O.** Complete and submit the C&TC Work Plan each year. The Work Plan shall be attached and incorporated into this Contract as Attachment 2.
- P.** Comply with the C&TC Administrative Budget Worksheet and revisions thereto as approved by STATE.
- Q.** Perform the administrative services and tasks set forth in the C&TC Work Plan and revisions thereto as approved by STATE.
- R.** Comply with all C&TC program administrative and reporting requirements and revisions thereto as identified and approved by STATE.
- S.** Submit all required annual reports as prescribed by STATE each year for the previous calendar year. STATE will send CHB electronic copies of the required annual report forms at least 60 days before they are due.
- T.** Obtain prior written STATE approval for new C&TC outreach activities such as media projects, evaluations and survey activities (not identified in the approved work plan) before implementation. STATE will offer support for new initiatives and current projects consistent with C&TC Program goals as well as offer technical and research assistance. Notwithstanding Clause 9 (amendments to grant) of this Contract, the additions to the work plan can be done as an amended work plan worksheet.
- U.** Comply with STATE's 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 STATE at the conclusion of the project period.
- V.** Seek and obtain written STATE approval to remove activities from the approved work plan. Notwithstanding Clause 9 (amendments to grant) of this Contract, removal of activities from the work plan can be done as an amended work plan worksheet.
- W.** Employ a C&TC Coordinator who is a Public Health Nurse (PHN) or is under the direct supervision of a PHN unless otherwise approved in writing by STATE.
- X.** Demonstrate efforts to use all available resources to increase C&TC participation.
- Y.** Maintain contract and work plan activity records for 6 years after the contract has expired.
- Z.** Comply with the terms and conditions set forth in CHB's Minnesota Department of

Human Services Provider Agreement, and amendments and supplements thereto, which are on file with STATE's Health Care Administration, Member and Provider Services Division, 540 Cedar Street, St. Paul, MN 55155 and incorporated herein by reference.

2. CONSIDERATION AND TERMS OF PAYMENT.

2.1 Consideration. Consideration for all services performed and goods or materials supplied by CHB pursuant to this Contract shall be paid by STATE as follows:

A. Compensation. Compensation will be calculated as follows:

1. All compensation shall be determined per Calendar Year (CY).
2. The amount of funding available for each CY is based on an annual estimated number of MA-eligible children, birth through age 20, to be served by CHB, which will be provided to CHB by STATE by August 31 of each Calendar year.
3. The total compensation available for each CY is the estimated number of MA eligible children multiplied by \$26.50 per child.
4. Payments for services under this Contract will be made to CHB's approved and designated fiscal agent, or its successor.

B. Reimbursement. Reimbursement for travel and subsistence expenses actually and necessarily incurred by CHB's performance of this Contract shall be as indicated in the C&TC Administrative Services Annual Budget Worksheet Attachment 1 for each CY 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 Minnesota Management and Budget. 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 STATE. Travel in the local trade area for approved contract activities does not require STATE approval. For purposes of this Contract "local trade area" is defined in Minnesota Rules, part 9505.0175.

C. Total obligation. The total obligation of STATE for all compensation and reimbursements to CHB shall not exceed _____ dollars (\$ _____) for services performed in CY 2018.

D. Budget Revisions CHB can move up to 10% of the total compensation for the calendar year, or ten thousand dollars (\$10,000), whichever is less, from one budget line to another budget line for approved activities (included in the contract work plan) without STATE approval. Budget revisions in excess of these thresholds require an amended budget worksheet and written approval from STATE. Notwithstanding Clause 9 (amendments to grant) of this Contract, the revisions can be done on an amended budget worksheet. Amendments are required to add a budget line item, extend the end date, or increase or decrease the total grant award, pursuant to Clause 9 of this Contract.

Requests for budget revisions may be submitted throughout the year and will be effective upon approval. Amended budget worksheets must be submitted prior to

November 1 of the contract year for which revision is requested.

- E. Equipment Purchases** All equipment purchases require prior STATE approval and must demonstrate cost effectiveness of the purchase. Equipment and other items purchased with C&TC funds must be used solely for the C&TC Program or the cost must be prorated among the programs sharing the equipment.
- F. Withholding.** 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 STATE as required.
- G. Consideration.** Consideration for all services performed and goods or materials supplied by CHB pursuant to this Contract shall be paid by STATE as follows:
 - 1. Compensation and Reimbursement shall be consistent with the Annual Budget Worksheet, as revised and approved by STATE, and based on actual expenditures.

2.2 Terms of Payment.

- A.** STATE, using the Medicaid Management Information System (MMIS), will promptly pay CHB after the submission of a claim for services actually performed. Claims will be submitted in a timely manner and at least quarterly.
- B.** Payments are to be made from federal funds obtained by 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 or suspended immediately upon written notice of such fact by STATE to CHB. In the event of such termination or suspension, CHB shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- C.** CHB is responsible for certifying expenses for C&TC administrative services performed by the contracting agency.
- D.** CHB must bill STATE 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.
- E.** The fiscal agent and the NPI or UMPI number must be included on the Contractor Information Form which must be submitted to STATE. CHB account is set up using the approved contract NPI or UMPI number. Only the approved NPI or UMPI number can be used for billing C&TC Administrative Services. CHB must immediately notify STATE if the NPI or UMPI number changes by completing a new Contractor Information Form.

3. **CONDITIONS OF PAYMENT.** All services provided by CHB pursuant to this Contract shall be performed to the satisfaction of 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. CHB shall not receive payment for work found by STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.
4. **PAYMENT RECOUPMENT.** CHB must reimburse STATE upon demand or STATE may deduct from future payments under this Contract any amounts paid by STATE, under this or any previous grant, for which invoices and progress reports have not been received, or for which CHB'S books, records or other documents are not sufficient to clearly substantiate that those amounts were used by CHB to perform grant services.
5. **TERMS OF CONTRACT.** This Contract shall be effective on **January 1, 2018**, or upon the date that the final required signature is obtained by STATE, pursuant to Minnesota Statutes, section 16C.05, subdivision 2, whichever occurs later, and shall remain in effect through **December 31, 2020**, or until all obligations set forth in this Contract have been satisfactorily fulfilled, whichever occurs first. CHB understands that NO work should begin under this Contract until ALL required signatures have been obtained, and CHB is notified to begin work by STATE's Authorized Representative. CHB shall have a continuing obligation, after said grant period, to comply with the following provisions of grant clauses: 10. Liability; 11. State Audits; 12. Information Privacy and Security; 13. Intellectual Property Rights; and 19. Jurisdiction and Venue.
6. **CANCELLATION.**
 - 6.1 **For Cause or Convenience.** This Contract may be canceled by 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, CHB shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed. STATE has the right to suspend or terminate this Contract immediately when STATE deems the health or welfare of the service recipients is endangered, when STATE has reasonable cause to believe that CHB has breached a material term of this Contract, or when CHB'S non-compliance with the terms of this Contract may jeopardize federal financial participation.
 - 6.2 **Insufficient Funds.** 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 CHB. STATE is not obligated to pay for any services that are provided after notice and effective date of termination. However, CHB will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. STATE will not be assessed any penalty if this Contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. STATE must provide CHB notice of the lack of funding within a reasonable time of STATE's receiving that notice.
 - 6.3 **Breach.** Notwithstanding clause 6.1., upon STATE's knowledge of a curable material breach of this Contract by CHB, STATE shall provide CHB written notice of the breach and ten (10) days to cure the breach. If CHB does not cure the breach within the time allowed, CHB will be in default of this Contract and STATE may cancel this Contract immediately.

thereafter. If CHB has breached a material term of this Contract and cure is not possible, STATE may immediately terminate this Contract.

7. AUTHORIZED REPRESENTATIVES, RESPONSIBLE AUTHORITY, and PROJECT MANAGER.

7.1 State. STATE'S authorized representative for the purposes of administration of this Contract is Anne Kollmeyer, C&TC Policy and Project Manager, or her successor. Such representative shall have final authority for acceptance of CHB'S services.

7.2 CHB. CHB's Authorized Representative is _____ or his/her successor. If CHB's Authorized Representative changes at any time during this Contract, CHB must immediately notify STATE.

7.3 Information Privacy and Security. CHB'S responsible authority for purposes of complying with data privacy and security for this Contract is _____ or his/her successor.

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

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

10. LIABILITY. To the extent provided for in Minnesota Statutes, section 466.01 to 466.15, CHB agrees to be responsible for any and all claims or causes of action arising from the performance of this Contract by CHB or CHB'S agents or employees. This clause shall not be construed to bar any legal remedies CHB may have for STATE'S failure to fulfill its obligations pursuant to this Contract. STATE's Liability limits are set out in Minnesota Statutes, section 3.736 (and any of its amendments) and are subject to the limitations stated there.

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

12. INFORMATION PRIVACY AND SECURITY. For purposes of executing its responsibilities and to the extent set forth in this Contract, CHB will be processing health care bills or payments on behalf of STATE, and/or conducting other health care operations on behalf of STATE. In carrying out its duties, CHB will be handling protected health information and other private information concerning individual STATE clients. As such, CHB agrees to be bound by the state and federal laws protecting the privacy of information, including the Data Practices Act, Minnesota Health Records Act, Health Insurance Portability Accountability Act (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) 42 U.S.C. §§ 17921(5) and 17931; and federal drug and alcohol treatment regulations.

Information privacy and security will be governed by the "Information Privacy and Security Agreement" and by the "Business Associate Agreement" (collectively the "Agreements") that the parties have previously entered into, except that the parties further agree to comply with any

agreed-upon amendments to either or both of these Agreements, and with any agreed-upon superseding Agreement(s), which are incorporated into this Contract by reference. The terms of the applicable Agreements are incorporated herein by reference.

13. INTELLECTUAL PROPERTY RIGHTS.

13.1 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 CHB, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this 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 CHB, its employees, agents, or subcontractors, in the performance of this Contract.

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

14. AFFIRMATIVE ACTION and NON-DISCRIMINATION

14.1 Affirmative Action. 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.

14.2 Non-Discrimination.

- A. 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. CHB agrees to take affirmative steps to employ, advance in employment, upgrade, train, and recruit minority persons, women, and persons with disabilities.
- B. 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. 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 Rules, part 5000.3550.

- C. 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.
- D. Notification to employees and other affected parties. 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 CHB's obligation under the law to take affirmative action to employ and advance in employment qualified minority persons, women, and persons with disabilities.
- E. CHB will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that 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.

14.3 Compliance with Department of Human Rights Statutes. In the event of 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.

15. WORKERS' COMPENSATION. CHB certifies that it is in compliance with Minnesota Statute, section 176.181, subdivision 2, pertaining to workers' compensation insurance coverage. CHB'S employees and agents will not be considered employees of 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 STATE'S obligation or responsibility.

16. VOTER REGISTRATION REQUIREMENT. 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 CHB.

17. OWNERSHIP OF EQUIPMENT. Disposition of all equipment purchased under this Contract shall be in accordance with title 45, code of federal regulations, part 92. For all equipment having a current per unit fair market value of \$5,000 or more, STATE shall have the right to require transfer of the equipment (including title) to the Federal Government or to an eligible non-Federal party named by STATE. This right will normally be exercised by STATE only if the project or program for which the equipment was acquired is transferred from one CHB to another.

18. FEDERAL AUDIT REQUIREMENTS AND CHB DEBARMENT INFORMATION.

18.1 Federal Audit Requirements and CHB Debarment Information. CHB certifies it will comply with the Single Audit Act, and Code of Federal Regulations, title 2, subtitle A, chapter II, part 200, as applicable. All sub-recipients receiving \$750,000 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 Code of Federal Regulations, title 2, subtitle A, chapter II, part 200, as applicable. Failure to comply with these requirements could result in forfeiture of federal funds.

18.2 Debarment by the State. CHB certifies that neither it nor its principles is presently debarred or suspended by STATE, or any of its departments, commissions, agencies, or political subdivisions. CHB'S certification is a material representation upon which this Contract award was based. CHB shall provide immediate written notice to STATE'S authorized representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

18.3 Certification Regarding Debarment. Federal money will be used or may potentially be used to pay for all or part of the work under this Contract, therefore CHB must certify the following, as required by the regulations implementing Executive Order 12549. CHB'S certification is a material representation upon which this Contract award was based.

18.4 Certification Regarding Debarment – Lower Tier Transactions. Instructions for Certification

- A. By signing and submitting this Contract, the prospective lower tier participant is providing the certification set out below.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this Contract is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- D. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this Contract is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction,

unless authorized by the department or agency with which this transaction originated.

- F. The prospective lower tier participant further agrees by submitting this Contract that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- J. The prospective lower tier participant certifies, by submission of this Contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- K. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Contract.

19. 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.

- 20. WAIVER.** If the State fails to enforce any provision of this Contract, that failure does not waive the provision or STATE's right to enforce it.
- 21. CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between STATE and CHB. No other understanding regarding this Contract, whether written or oral may be used to bind either party.
- 22. OTHER PROVISIONS.**
- 22.1 Religious Based Counseling.** CHB agrees that no religious based counseling shall take place under the auspices of this Contract.
- 22.2 Independent Audit.** If CHB has an independent audit, a copy of the audit shall be submitted to STATE.
- 22.3 Payment to Subcontractors.** (If applicable) As required by Minnesota Statutes, section 471.425, the prime CHB must pay all subcontractors, according to the terms of the contract or, if no contract terms apply, within the standard payment period unless CHB in good faith disputes the obligation. Standard payment period is defined in Minnesota Statutes, section 471.425, subdivision 2.

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, chapter 16A and section 16C.05.

By: _____

Date: _____

Grant No: _____

2. CHB

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

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: _____

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

Distribution:

State - Original (fully executed) contract

CHB

State Authorized Representative

State of Minnesota

Department of Human Services

Tribal Nation Grant Contract

This Grant Contract, and amendments and supplements thereto ("Contract"), is between the State of Minnesota, acting through its Purchasing and Service Delivery Division, ("STATE") and _____ address _____, an independent contractor, and not an employee of the State of Minnesota ("TRIBAL NATION").

RECITALS

WHEREAS, STATE desires to purchase certain services in connection with the provision of Early and Periodic Screening, Diagnosis and Treatment (EPDST {hereinafter Child and Teen Checkups Program or C&TC}) Administrative Services to Medical Assistance (MA) eligible children birth through 20 years of age;

WHEREAS, STATE and TRIBAL NATION have a shared interest in the delivery of C&TC Administrative Services on the _____ Tribal Nation;

WHEREAS, STATE is authorized to enter into grant contracts pursuant to Minnesota Statutes, section 256.01 and 256B.04 subdivision 1b;

WHEREAS, STATE, 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;

WHEREAS, STATE is permitted to share information with TRIBAL NATION in accordance with Minnesota Statute, section 13.46;

WHEREAS, TRIBAL NATION represents that it is duly qualified and willing to perform the services set forth in this Contract;

THEREFORE, the Parties agree as follows:

- 1. TRIBAL NATION'S DUTIES.** TRIBAL NATION shall:
 - A.** Provide C&TC administrative services to children birth through age 20 who are enrolled in MA, who reside within TRIBAL NATION's Contract Health Services Delivery Area (CHSDA).
 - B.** Provide authority to the Indian Health Service (IHS) to release data to STATE that identifies children who are active users of TRIBAL NATION's tribal health service. This data will be made available on a quarterly basis in an electronic format specified by STATE.

- C.** Comply with program regulations, policies, procedures, directives and revisions thereto as approved by STATE and as identified in STATE's C&TC program communications (such as C&TC Coordinator Update Memos and the C&TC Coordinator Handbook, provider updates, and program manuals), which are incorporated herein by reference.
- D.** Provide adequate and appropriate training for staff assigned to activities and duties described in this Contract.
- E.** Provide TRIBAL NATION sponsored C&TC administrative services orientation training for new and current C&TC staff, require C&TC Coordinator(s) to attend any available and appropriate C&TC training offered by STATE including training offered through the Minnesota Department of Health (MDH), and promote attendance, as appropriate, to STATE sponsored C&TC training for C&TC staff.
- F.** Promote MDH C&TC trainings to health care providers in the CHSDA. Attend MDH health care provider training as appropriate to encourage ongoing consultative and technical assistance relationships with local health care providers.
- G.** Provide TRIBAL NATION-sponsored Child and Teen Checkups CATCH database training for new and current C&TC staff, require new and current C&TC Coordinator(s) to attend any available CATCH training offered by STATE and promote attendance, as appropriate, at STATE-sponsored CATCH training for C&TC staff. TRIBAL NATION is required to train all C&TC staff on the use of the CATCH System to meet contract activity requirements including Health Insurance Portability and Accountability Act (HIPAA) regulations.
- H.** Determine the willingness of eligible families and children to participate in the C&TC Program and document in the CATCH system.
- I.** Demonstrate attempts to provide outreach to all eligible families and children through written, oral and/or face-to-face communications and document in the CATCH system.
- J.** Maintain a fully secure and functional CATCH system for use in the completion of contracted duties and responsibilities by following STATE's instructions and requirements, including CATCH system requirements; the CATCH User Manual; CATCH email updates; and CATCH monthly download emails, as needed for the CATCH system, which are incorporated herein by reference.
- K.** Maintain integrity and security of CATCH database by following STATE instructions and requirements for the CATCH Program system.
- L.** Maintain dated documentation of required outreach to recipients and follow-up activities in the CATCH system as fully as possible. Document by other means as necessary.
- M.** Document all activities which are designed to increase C&TC screening services participation ratios.

- N.** Complete and submit the C&TC Administrative Services Annual Budget Worksheet each year. The Budget Worksheet shall be attached and incorporated into this Contract as Attachment 1.
- O.** Complete and submit the C&TC Work Plan each year. The Work Plan shall be attached and incorporated into this Contract as Attachment.
- P.** Comply with the C&TC Administrative Budget Worksheet and revisions thereto as approved by STATE.
- Q.** Perform the administrative services and tasks set forth in the C&TC Work Plan and revisions thereto as approved by STATE.
- R.** Comply with all C&TC program administrative and reporting requirements and revisions thereto as identified and approved by STATE.
- S.** Submit all required annual reports as prescribed by STATE each year for the previous calendar year. STATE will send TRIBAL NATION electronic copies of the required annual report forms at least 60 days before they are due.
- T.** Obtain prior written STATE approval for new C&TC outreach activities such as media projects, evaluations and survey activities (not identified in the approved work plan) before implementation. STATE will offer support for new initiatives and current projects consistent with C&TC Program goals as well as offer technical and research assistance. Notwithstanding Clause 10 (amendments to grant) of this Contract, the additions to the work plan can be done as an amended work plan worksheet
- U.** Comply with STATE's 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 STATE at the conclusion of the project period.
- V.** Seek and obtain written STATE approval to remove activities from the approved work plan. Notwithstanding Clause 10 (amendments to grant) of this Contract, removal of activities from the work plan can be done as an amended work plan worksheet.
- W.** Employ a C&TC Coordinator who is a Public Health Nurse (PHN) or is under the direct supervision of a PHN unless otherwise approved in writing by STATE.
- X.** Demonstrate efforts to use all available resources to increase C&TC participation.
- Y.** Maintain contract and work plan activity records for 6 years after the contract has expired.
- Z.** Comply with the terms and conditions set forth in TRIBAL NATION's Minnesota Department of Human Services Provider Agreement, and amendments and supplements thereto, which are on file with STATE's Health Care Administration, Member and Provider Services Division, 540 Cedar Street, St. Paul, MN 55155 and incorporated herein by

reference.

2. CONSIDERATION AND TERMS OF PAYMENT.

2.1 Consideration. Consideration for all services performed and goods or materials supplied by TRIBAL NATION pursuant to this Contract shall be paid by STATE as follows:

A. Compensation. Compensation will be calculated as follows:

1. All compensation shall be determined per Calendar Year (CY).
2. The amount of funding available for each CY is based on an annual estimated number of MA-eligible children, birth through age 20, to be served by TRIBAL NATION, which will be provided to TRIBAL NATION by STATE by August 31 of each Calendar year.
3. The total compensation available for each CY is the estimated number of MA eligible children multiplied by \$26.50 per child.

B. Reimbursement. Reimbursement for travel and subsistence expenses actually and necessarily incurred by TRIBAL NATION's performance of this Contract shall be as indicated in the C&TC Administrative Services Annual Budget Worksheet Attachment 1 for each CY 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 Minnesota Management and Budget. TRIBAL NATION 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 STATE. Travel in the local trade area for approved contract activities does not require STATE approval. For purposes of this Contract "local trade area" is defined in Minnesota Rules, part 9505.0175.

C. Total obligation. The total obligation of STATE for all compensation and reimbursements to TRIBAL NATION shall not exceed _____ dollars (\$_____) for services performed in CY 2018.

D. Budget Revisions TRIBAL NATION can move up to 10% of the total compensation for the calendar year, or ten thousand dollars (\$10,000), whichever is less, from one budget line to another budget line for approved activities (included in the contract work plan) without STATE approval. Budget revisions in excess of these thresholds require an amended budget worksheet and written approval from STATE. Notwithstanding Clause 10 (amendments to grant) of this Contract, the revisions can be done on an amended budget worksheet. Amendments are required to add a budget line item, extend the end date, or increase the total grant award, pursuant to Clause 10 of this Contract.

E. Budget Revisions. Requests for budget revisions may be submitted throughout the year and will be effective upon approval. Amended budget worksheets must be submitted prior to November 1 of the contract year for which revision is requested.

- F. Equipment Purchases** All equipment purchases require prior STATE approval and must demonstrate cost effectiveness of the purchase. Equipment and other items purchased with C&TC funds must be used solely for the C&TC Program or the cost must be prorated among the programs sharing the equipment.
- G. Withholding.** 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 STATE as required.
- H.** Consideration for all services performed and goods or materials supplied by TRIBAL NATION pursuant to this Contract shall be paid by STATE as follows:
 - 1. Compensation and Reimbursement shall be consistent with the Annual Budget Worksheet, as revised and approved by STATE, and based on actual expenditures.

2.2 Terms of Payment

- A.** STATE, using the Medicaid Management Information System (MMIS), will promptly pay TRIBAL NATION after the submission of a claim for services actually performed. Claims will be submitted in a timely manner and at least quarterly.
- B.** Payments are to be made from federal funds obtained by 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 or suspended immediately upon written notice of such fact by STATE to TRIBAL NATION. In the event of such termination or suspension, TRIBAL NATION shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- C.** TRIBAL NATION is responsible for certifying expenses for C&TC administrative services performed by the contracting agency.
- D.** TRIBAL NATION must bill STATE 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.
- E.** The fiscal agent and the NPI or UMPI number must be included on the Contractor Information Form which must be submitted to STATE. TRIBAL NATION account is set up using the approved contract NPI or UMPI number. Only the approved NPI or UMPI number can be used for billing C&TC Administrative Services. TRIBAL NATION must immediately notify STATE if the NPI or UMPI number changes by completing a new Contractor Information Form.

- 3. CONDITIONS OF PAYMENT.** All services provided by TRIBAL NATION pursuant to this Contract shall be performed to the satisfaction of 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. TRIBAL NATION shall not receive payment for work found by STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.

4. PAYMENT RECOUPMENT. TRIBAL NATION must reimburse STATE upon demand or STATE may deduct from future payments under this Contract or future grants the following:

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

5. TERMS OF CONTRACT. This Contract shall be effective on **January 1, 2018**, or upon the date that the final required signature is obtained by STATE, pursuant to Minnesota Statutes, section 16C.05, subdivision 2, whichever occurs later, and shall remain in effect through **December 31, 2010**, or until all obligations set forth in this Contract have been satisfactorily fulfilled, whichever occurs first. TRIBAL NATION understands that NO work should begin under this Contract until ALL required signatures have been obtained, and TRIBAL NATION is notified to begin work by STATE's Authorized Representative. TRIBAL NATION shall have a continuing obligation, after said grant period, to comply with the following provisions of grant clauses: 12. State Audits; 15. Information Privacy and Security; 16. Ownership of Materials and Intellectual Property Rights.

6. CANCELLATION.

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

- 6.2 Insufficient Funds.** 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 TRIBAL NATION. STATE is not obligated to pay for any services that are provided after notice and effective date of termination. However, TRIBAL NATION will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. STATE will not be assessed any penalty if this Contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. STATE must provide TRIBAL NATION notice of the lack of funding within a reasonable time of STATE's receiving that notice.
- 6.3 Breach.** Notwithstanding clause 6.1., upon STATE's knowledge of a curable material breach of this Contract by TRIBAL NATION, STATE shall provide TRIBAL NATION written notice of the breach and ten (10) days to cure the breach. If TRIBAL NATION does not cure the breach within the time allowed, TRIBAL NATION will be in default of this Contract and STATE may cancel this Contract immediately thereafter. If TRIBAL NATION has breached a material term of this Contract and cure is not possible, STATE may immediately terminate this Contract.
- 7. DEFAULT.** If TRIBAL NATION fails to comply with one or more provisions of this Contract, STATE may by written notice claim that TRIBAL NATION is in default and specify a period of time, not less than fourteen (14) and not more than sixty (60) days from receipt of notification, by which such alleged default must be corrected. TRIBAL NATION shall be notified that should such alleged default fail to be corrected within the specified period, or should TRIBAL NATION fail to prove the lack of default, STATE may terminate the contract. Nothing in this section shall limit STATE's right to cancel this Contract in accordance with the provisions of clause 6. Cancellation.
- 8. AUTHORIZED REPRESENTATIVES, RESPONSIBLE AUTHORITY, and PROJECT MANAGER.**
- 8.1 State.** STATE'S authorized representative for the purposes of administration of this Contract is Anne Kollmeyer, C&TC Policy and Project Manager, or her successor. Such representative shall have final authority for acceptance of TRIBAL NATION'S services.
- 8.2 Tribal Nation.** TRIBAL NATION's Authorized Representative is _____ or his/her successor. If TRIBAL NATION's Authorized Representative changes at any time during this Contract, TRIBAL NATION must immediately notify STATE.
- 8.3 Information Privacy and Security** TRIBAL NATION's responsible authority for the purposes of complying with data privacy and security for this Contract is _____ or his/her successor.
- 9. ASSIGNMENT.** TRIBAL NATION shall neither assign nor transfer any rights or obligations under this Contract without the prior written consent of STATE.
- 10. AMENDMENTS.** Any amendments to this Contract shall be in writing, and shall be executed by the same parties who executed the original grant contract, or their successors in office.

11. SUBCONTRACTS.

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

11.2 Payment to Subcontractors. (If applicable) As required by Minnesota Statutes, section 16A.1245, the prime contractor must pay all subcontractors, less any retainage, within ten (10) calendar days of the prime contractor's receipt of payment from 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).

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

13. FEDERAL AUDIT REQUIREMENTS AND TRIBAL NATION DEBARMENT INFORMATION.

13.1 Federal Audit Requirements and Tribal Nation Debarment Information. TRIBAL NATION certifies it will comply with the Single Audit Act, and Code of Federal Regulations, title 2, subtitle A, chapter II, part 200, as applicable. All sub-recipients receiving \$750,000 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 Code of Federal Regulations, title 2, subtitle A, chapter II, part 200, as applicable. Failure to comply with these requirements could result in forfeiture of federal funds.

13.2 Debarment by State. TRIBAL NATION certifies that neither it nor its principles is presently debarred or suspended by STATE, or any of its departments, commissions, agencies, or political subdivisions. TRIBAL NATION'S certification is a material representation upon which this Contract award was based. TRIBAL NATION shall provide immediate written notice to STATE'S authorized representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

13.3 Certification Regarding Debarment. Federal money will be used or may potentially be used to pay for all or part of the work under this Contract, therefore TRIBAL NATION must certify the following, as required by the regulations implementing Executive Order 12549. TRIBAL NATION'S certification is a material representation upon which this Contract award was based.

13.4 Certification Regarding Debarment – Lower Tier Covered Transactions. Instructions for Certification.

- A. By signing and submitting this Contract, the prospective lower tier participant is providing the certification set out below.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this Contract is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- D. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this Contract is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- F. The prospective lower tier participant further agrees by submitting this Contract that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this

clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- J. The prospective lower tier participant certifies, by submission of this Contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- K. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Contract.

14. INDEMNIFICATION AND INSURANCE.

14.1 Indemnification. In the performance of this Contract by TRIBAL NATION, or TRIBAL NATION'S agents or employees, TRIBAL NATION must indemnify, save, and hold harmless STATE, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by STATE, to the extent caused by TRIBAL NATION'S: 1.) Intentional, willful, or negligent acts or omissions; or 2.) Actions that give rise to strict liability; or 3.) Breach of contract or warranty.

The indemnification obligations of this clause do not apply in the event the claim or cause of action is the result of STATE'S sole negligence. This clause will not be construed to bar any legal remedies TRIBAL NATION may have for STATE'S failure to fulfill its obligation under this Contract.

14.2. Insurance. TRIBAL NATION agrees to at all times during the term of this Contract to keep in force a commercial general liability insurance policy with the following minimum amounts: \$2,000,000 per occurrence and \$2,000,000 annual aggregate, protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under this Contract whether the operations are by TRIBAL NATION or by a subcontractor or by anyone directly or indirectly employed by TRIBAL NATION under this Contract. Upon execution of this Contract, TRIBAL NATION shall furnish STATE with a certificate of commercial liability insurance.

15. INFORMATION PRIVACY AND SECURITY. For purposes of executing its responsibilities and to the extent set forth in this Contract, TRIBAL NATION will be processing health care bills or payments on behalf of STATE, and/or conducting other health care operations on behalf of STATE. In

carrying out its duties, TRIBAL NATION will be handling protected health information and other private information concerning individual STATE clients. As such, TRIBAL NATION agrees to be bound by the state and federal laws protecting the privacy of information, including the Data Practices Act, Minnesota Health Records Act, Health Insurance Portability Accountability Act (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) 42 U.S.C. §§ 17921(5) and 17931; and federal drug and alcohol treatment regulations.

Information privacy and security will be governed by the "Information Privacy and Security Agreement" and by the "Business Associate Agreement" (collectively the "Agreements") that the parties have previously entered into, except that the parties further agree to comply with any agreed-upon amendments to either or both of these Agreements, and with any agreed-upon superseding Agreement(s). The terms of the applicable Agreements are incorporated herein by reference.

- 16. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS.** If any copyrightable material is developed in the course of or under this Contract, STATE and the United States Department of Health and Human Services shall have a royalty-free, nonexclusive, perpetual 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 TRIBAL NATION and refer to contract services shall state that such services are funded under contract with STATE and where federal funds are involved, state by reference the specific funding source.

- 17. WORKERS' COMPENSATION.** TRIBAL NATION agrees to provide acceptable evidence of workers' compensation insurance coverage.
- 18. NON-DISCRIMINATION.** TRIBAL NATION shall comply with the Indian Civil Rights Act of 1968. TRIBAL NATION 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.
- 19. OWNERSHIP OF EQUIPMENT.** Disposition of all equipment purchased under this Contract shall be in accordance with title 45, code of federal regulations, part 92. For all equipment having a current per unit fair market value of \$5,000 or more, STATE shall have the right to require transfer of the equipment (including title) to the Federal Government or to an eligible non-Federal party named by STATE. This right will normally be exercised by STATE only if the project or program for which the equipment was acquired is transferred from one TRIBAL NATION to another.
- 20. WAIVER.** If the State fails to enforce any provision of this Contract, that failure does not waive the provision or STATE's right to enforce it.
- 21. CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between STATE and TRIBAL NATION. No other understanding regarding this Contract, whether written or oral may be used to bind either party.
- 22. OTHER PROVISIONS.**

- 22.1 Voter Registration.** TRIBAL NATION will voluntarily provide voter registration services for its employees and for the public served by TRIBAL NATION.

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, chapter 16A and section 16C.05.

By: _____

Date: _____

Grant No: _____

2. TRIBAL NATION

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

By: _____

Title: _____

Date: _____

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

(Attorney for Tribal Nation)

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

Distribution:

State - Original (fully executed) contract

Grantee

State Authorized Representative