



Bulletin

NUMBER

14-15-02

DATE

Sept. 18, 2014

OF INTEREST TO

County Directors

County Public Health
Directors

Regional Immunization
Registry Operators

ACTION/DUE DATE:

October 17, 2014

EXPIRATION DATE

Sept. 18, 2016

Availability of 2015 Grant Contracts for Immunization Registry

TOPIC

2015 Immunization Registry Grant Contract and Funding Request

PURPOSE

To notify county agencies and Regional Immunization Registries of the 2015 Immunization Registry funding process

CONTACT

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SIGNED

NATHAN MORACCO

Assistant Commissioner

Health Care Administration

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

Medical Assistance (MA) administrative funding is available through the Child and Teen Checkups Program (C&TC) for calendar year (CY) 2015 to agencies that operate population-based community immunization registries. C&TC funding is available to regional immunization registries to support registry operations for children, birth through age 20, enrolled in MA and MinnesotaCare. Immunization registry operators may contract directly with the Minnesota Department of Human Services (DHS) to recover up to the cost of operating the registry for the designated population. The maximum reimbursement for actual expenditures for CY 2015, based on 2014 Immunization Registry Annual Expenditure Report information, is **\$1.10** per child enrolled in MA or MinnesotaCare with an active record in the registry. For questions contact:

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St. Paul, MN 55164-0984
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Fax: (651) 431-7426
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APPLICATION FORMS AND SUBMISSION INFORMATION

This bulletin includes copies of all the information and funding application forms needed to apply for immunization registry funding. The funding application forms will be sent to immunization registry operators electronically in fillable Word and Excel formats. In addition, this bulletin is available on the DHS website.

To apply for immunization registry funding, registry operators must complete the required funding applications and submit them **electronically (e-mail)** to **Cindy Czech**, cindy.czech@state.mn.us on or before **October 17, 2014**. DHS will review the funding applications in the order received within 30 days of receipt. If DHS requests additional information or revisions, at least an additional two weeks after receipt of all required information will be required to complete the review. DHS will notify the immunization registry authorized representative when the application is approved by e-mail and will include an electronic copy of the 2015 immunization registry contract. Registry operators must print three copies of the contract, sign all copies and mail them to DHS for signature by **November 21, 2014**. Mail contracts to:

ATTN: **Cindy Czech**
Minnesota Department of Human Services
P.O. Box 64984
St. Paul, MN 55164-0984

DHS will send the registry an approval letter and return one fully executed contract to the registry operator. Registry activities cannot be reimbursed without an approved and signed 2015 Immunization Registry Contract.

The following three different grant contract templates will be used for immunization registry funding for calendar year 2015: 1) the Individual County Grant Contract template, 2) the Multi-County Joint Powers Grant Contract template and 3) the Multi-County Other Grant Contract template.

County registries must use the Individual County Grant Contract template (Appendix 3). Regional registries with a joint powers agreement in place must use the Multi-County Joint Powers Grant Contract template (Appendix 4). All other regional registries (including non-profit entities) must use the Multi-County Other Grant Contract template (Appendix 5).

Except for the grant contract templates, all other appendices and attachments are labeled as either "Regional" or "County." All Multi-County registries should use the regional registry forms.

REQUIRED FUNDING APPLICATION FORMS:

1. Regional registry operators must submit the following funding application forms to DHS by October 17, 2014:

- Immunization Registry Contractor Information Form (Appendix 2)
DHS will use the information on this form to complete the contract between DHS and the registry operator. The registry operator must send the contract back to DHS electronically by **November 21, 2014**. The contract must be signed by one of the following individuals: the Immunization Registry Board Chair, Vice-Chair, Executive Director or Administrator. If signed by the Executive Director or Administrator, either the Attorney for the Immunization Registry must also sign the contract or the Registry must submit a Board resolution granting authorization to the Executive Director or Administrator to sign the contract. Sample contracts for your review are included in Appendices 4 and 5.
- 2015 Immunization Registry Regional Budget Worksheet (Attachment A1)
Regional registry operators may choose the format to use and need only submit one budget worksheet. This budget worksheet must include the total estimated regional registry budget. Include the total local costs of participating counties on Line 12. On Line 15, include the number of children, ages birth through 20, with **active** records who were listed in the registry on July 1, 2014 and had received at least two vaccinations. (Attachment A1 available in Word and Excel formats)
- 2015 Immunization Registry Regional Funding Request and Certification (Attachment B1) Immunization registry funding is only available for children enrolled in MA and MinnesotaCare. Registries must certify that sufficient operational funds are available for children in the registry who are not enrolled in MA or

MinnesotaCare. For regional registries, participating counties should provide the certification.

- 2015 Counties Participating in a Regional Immunization Registry (Attachment C)
List each county's share of the regional registry operational costs and each county's local costs associated with registry activities. If the regional registry is operated by a county agency, the county operating the regional registry should also be listed as a participating county on Attachment C.
- 2015 Operational Immunization Registry Certification (Attachment D)
List methods used to complete the required activities. A minimum of 85% of immunization providers in the region must be actively participating in the registry to receive 2015 funding. Registry operators are responsible for certifying the availability of funds and operational level of immunization registry activities for the non-MA and non-MinnesotaCare populations included in the registry (Attachment B1 or B2). For regional registries, participating counties should provide the certification.
- **Counties participating in a regional registry are encouraged to submit the following to the regional registry operator by September 26, 2014:**
 - 2015 Immunization Registry County Budget Worksheet (Attachment A2)
Attachment A2 is available in Word and Excel formats. Counties participating in a regional registry may choose which of these formats to use when completing the regional registry budget. This budget worksheet must include local costs and the individual county's share of the regional registry operating expenses (Line 12). Attach a separate page with a list of activities included in the calculation of the local budget.
 - The regional registry operator is responsible for submitting claims on behalf of the county and reimbursing the county for local costs.

Examples of activities that should **not** be included in the local county budget:

Costs that are not allowed:

- Staff time and supplies for public health or school immunization clinics
- Staff time and supplies for other immunization or disease prevention and control activities not previously mentioned, including Immunization Practices Improvement visits to clinics
- Direct entry or batch data export into the Minnesota Immunizations Information Connection (MIIC)
- Direct entry or batch export into MIIC of immunization data from public health or school immunization clinics

- Activities to which the local agency, Regional Governing Board, and/or lead agency have not agreed to as part of the regional usage of MIIC Fundraising and investment management costs
- Child & Teen Checkups outreach costs

Examples of activities that might be included in developing the local county budget:

Possible allowable costs (not an all-inclusive list):

- Recruiting and maintaining provider participation
- Updating regional operator about new providers, staff changes in local clinics, etc.
- Promoting the benefits of the registry to providers and the public
- Acting as advisor to regional registry operator regarding local issues associated with the registry
- Attending regional user meetings
- Identifying all individuals, with an active record in the immunization registry, due/late for immunization(s)
- Producing and distributing reminder/recall notifications

2. Metro counties using MIIC must submit the following funding application forms to DHS by October 17, 2014:

- 2015 Immunization Registry Contractor Information Form (Appendix 2)
DHS will use the information on this form to complete a contract between DHS and the registry operator. The registry operator must send the contract back to DHS electronically by November 21, 2014. The contract must be signed by one of the following individuals: the Immunization Registry Board Chair, Vice-Chair, Executive Director or Administrator. If signed by the Executive Director or Administrator, either the Attorney for the Immunization Registry must also sign the contract or the Registry must submit a Board resolution authorizing the Executive Director or Administrator to sign the contract. A sample contract for your review is included in Appendix 3.
- 2015 Immunization Registry County Budget Worksheet (Attachment A2)
On Line 13, include the number of **active** records for children, birth through age 20, who have received at least two vaccinations in the regional registry on July 1, 2014.
- 2015 Immunization Registry County Funding Request and Certification (Attachment B2). Immunization registry funding is only available for children enrolled in MA and MinnesotaCare. Registries must certify that operational funds are available for and will be expended at the same rate for children in the registry who are not enrolled in MA and MinnesotaCare.

- 2015 Operational Immunization Registry Certification (Attachment D). List methods used to complete the required activities. For the Immunization Registry to receive funding in 2015, a minimum of 85% of immunization providers in the region must be actively participating in the registry. Registry operators are responsible for certifying the availability of funds and operational level of immunization registry activities for the children in the registry who are not enrolled in MA or MinnesotaCare (Attachment B1 or B2).

Note: A minimum of 85% of the region's immunization providers must be actively participating in the registry for the registry to qualify for MA funding. This minimum percentage will increase annually.

FUNDING RESTRICTIONS

Funding for contracts that are not fully executed by December 31, 2014 and those submitted after January 1, 2015, will be reduced on a prorated basis.

Immunization registry funds received under the contract must be used entirely for immunization registry activities for MA and MinnesotaCare enrollees by the regional or local agency operating the registry or conducting registry functions. No portion of the funds may be retained or used for any other purpose or by any other entity.

Registry operators can claim the full DHS contracted amount only if the total registry budget is spent (Attachment A1, Line 14). If the total expenditures for the calendar year were less than the total projected registry budget, calculate the percentage rate of the total expenditures (divide total expenditures by total registry budget) and use the percentage rate to determine the contracted amount the registry operator can claim.

Note:

- Local Collaborative Time Study activities **cannot** be included in the immunization registry budget.
- Child and Teen Checkups outreach activities **cannot** be included in the immunization registry budget. However, coordinating C&TC outreach and immunization registry activities is efficient and appropriate.
- Funds received under the immunization registry contract cannot be used to obtain other federal funds. For example, these funds cannot be used as "matching" funds for other federal programs.

BILLING REQUIREMENTS

Registry operators must submit claims for immunization registry activities to DHS electronically on the MN-ITS 837P claim form. Minnesota-based health care claims must be submitted electronically (See Minnesota Statutes, section 62J.536-Uniform Electronic Transaction and Implementation Guide Standards). If your agency has questions about

electronic claim requirements, call the MHCP Provider Call Center at (651) 431-2700 or 1-800-366-5411.

All Immunization Registry Contractors are required to use their agency's 10-digit "National Provider Identifier" (NPI) or the "Unique Minnesota Provider Identifier" (UMPI) number when billing for immunization registry funds.

Use Health Care Procedure Coding System (HCPCS) code **X5340** to bill for immunization registry activities. The annual reimbursement is based on the percentage of the registry total budget expended (Attachment A1, line 14) and may not exceed the DHS contracted amount for the calendar year.

All claims submitted to DHS must include a diagnosis code. Unless otherwise instructed, use ICD-9 code V68.89. Claims may be submitted up to one year after the date expenditures are incurred. Registry operators are encouraged to submit claims for immunization registry activities monthly. Only actual expenditures can be submitted.

ANNUAL REPORTING REQUIREMENTS

CY 2014 Immunization Registry Annual Expenditure Report (Appendix 6) must be submitted to DHS by March 2, 2015.

Registry operators are required to submit a CY 2014 Immunization Registry Annual Expenditure Report. DHS uses this report to establish a statewide average cost per child rate. This rate is determined annually based on expenditure reports from counties and regional registries. County and regional registry operators may find it useful to track 2015 registry-related costs in the report format to facilitate future expenditure reporting.

Counties participating in a regional registry should submit an expenditure report to the regional registry. The regional registry is responsible for submitting to DHS an expenditure report that includes county expenditure information.

Appendix 6 is available in Word and Excel formats. Registry operators may choose which of these formats to use and need only submit one annual expenditure report to DHS.

LEGAL AUTHORITY

Section 1902 (a) (43), S 1905 (a)(4)(B) and S 1905 (r) of the Social Security Act as amended in Omnibus Budget Reconciliation Act (OBRA) of 1989

Minnesota Rules, parts 9505.1693 to parts 9505.1748

Minnesota Statutes, section 256B.04, subdivision 1(b)

APPENDICES AND ATTACHMENTS

Appendices:

- Appendix 1: 2012 Minnesota County Population – Ages Birth Through 20
2012 Minnesota Immunization Registry Population –
Ages Birth Through 20
- Appendix 2: 2015 Immunization Registry Contractor Information
- Appendix 3: Immunization Registry Grant Contract – Individual
County
- Appendix 4: Immunization Registry Grant Contract – Multi-County
Joint Powers
- Appendix 5: Immunization Registry Grant Contract – Multi-County
Other
- Appendix 6: Immunization Registry Annual Expenditure Report
(Available in Word and Excel Formats)

Attachments:

- Attachment A1: 2015 Immunization Registry Regional Budget Worksheet
(Available in Word and Excel Formats)
- Attachment A2: 2015 Immunization Registry County Budget Worksheet
(Available in Word and Excel Formats)
- Attachment B1: 2015 Immunization Registry Regional Funding Request
and Certification
- Attachment B2: 2015 Immunization Registry County Funding Request
and Certification
- Attachment C: 2015 Counties Participating in a Regional Immunization
Registry
- Attachment D: 2015 Operational Immunization Registry Certification

American with Disabilities Act (ADA) Advisory

This information is available in alternative formats to individuals with disabilities by calling (651) 431-2629 (voice) or toll free at (800) 657-3756. TTY users can call through Minnesota Relay at (800) 627-3529. For Speech-to-Speech, call (877) 627-3848. For other information on disability rights and protections, contact the agency's ADA coordinator

2012 Minnesota County Population – Ages Birth through 20

Eligible in Major Programs 'MA' and 'LL' - Ages 0 through 20 calculated as of 07-31-2012

#	County Name	Estimated Total Popul Ages 0-20 (July 2012)	MA and MNCare Ages 0-20 (07/31/2012)	Percent on MA & MnCare
1	Aitkin	3,168	1,498	47%
2	Anoka	96,274	23,090	24%
3	Becker	9,083	3,657	40%
4	Beltrami	14,268	6,647	47%
5	Benton	10,811	2,969	27%
6	Big Stone	1,222	405	33%
7	Blue Earth	19,343	4,010	21%
8	Brown	6,705	1,539	23%
9	Carlton	9,363	2,608	28%
10	Carver	30,718	3,207	10%
11	Cass	6,854	3,687	54%
12	Chippewa	3,193	1,035	32%
13	Chisago	14,883	2,943	20%
14	Clay	19,161	4,542	24%
15	Clearwater	2,405	970	40%
16	Cook	1,012	297	29%
17	Cottonwood	3,113	1,126	36%
18	Crow Wing	16,199	5,563	34%
19	Dakota	117,617	22,374	19%
20	Dodge	6,416	1,464	23%
21	Douglas	8,896	2,500	28%
22	Faribault	3,531	1,258	36%
23	Fillmore	5,630	1,356	24%
24	Freeborn	7,769	2,673	34%
25	Goodhue	12,294	2,429	20%
26	Grant	1,429	517	36%
27	Hennepin	309,445	92,371	30%
28	Houston	4,771	1,055	22%
29	Hubbard	4,965	1,997	40%
30	Isanti	10,983	3,069	28%
31	Itasca	11,172	4,132	37%
32	Jackson	2,682	733	27%
33	Kanabec	4,146	1,645	40%
34	Kandiyohi	11,625	4,548	39%
35	Kittson	1,109	347	31%
36	Koochiching	3,189	1,085	34%
37	Lac qui Parle	1,734	488	28%
38	Lake	2,320	686	30%
39	Lake of the Woods	880	305	35%
40	Le Sueur	7,820	1,740	22%
41	Lincoln	1,460	352	24%
42	Lyon	7,491	2,064	28%
43	McLeod	10,006	2,398	24%
44	Mahnomen	1,869	1,119	60%

#	County Name	Estimated Total Popl Ages 0-20 (July 2012)	MA and MNCare Ages 0-20 (07/31/2012)	Percent on MA & MnCare
45	Marshall	2,518	596	24%
46	Martin	5,163	1,687	33%
47	Meeker	6,450	1,630	25%
48	Mille Lacs	7,207	2,557	35%
49	Morrison	9,022	2,732	30%
50	Mower	11,238	4,014	36%
51	Murray	2,142	556	26%
52	Nicollet	9,716	2,007	21%
53	Nobles	6,449	2,470	38%
54	Norman	1,782	743	42%
55	Olmsted	41,556	9,789	24%
56	Otter Tail	14,099	4,425	31%
57	Pennington	3,773	1,060	28%
58	Pine	7,081	2,697	38%
59	Pipestone	2,635	836	32%
60	Polk	8,810	2,926	33%
61	Pope	2,614	781	30%
62	Ramsey	145,910	58,463	40%
63	Red Lake	1,109	347	31%
64	Redwood	4,419	1,247	28%
65	Renville	3,984	1,396	35%
66	Rice	19,949	4,246	21%
67	Rock	2,736	663	24%
68	Roseau	4,510	922	20%
69	St. Louis	51,187	14,739	29%
70	Scott	44,201	6,352	14%
71	Sherburne	28,343	5,542	20%
72	Sibley	4,277	1,086	25%
73	Stearns	45,727	10,529	23%
74	Steele	10,643	3,123	29%
75	Stevens	3,108	470	15%
76	Swift	2,437	841	35%
77	Todd	6,868	2,108	31%
78	Traverse	846	276	33%
79	Wabasha	5,588	1,149	21%
80	Wadena	3,743	1,521	41%
81	Waseca	5,054	1,481	29%
82	Washington	71,702	9,623	13%
83	Watsonwan	3,181	1,096	34%
84	Wilkin	1,819	560	31%
85	Winona	14,842	2,684	18%
86	Wright	41,509	6,835	16%
87	Yellow Medicine	2,729	751	28%
TOTAL		1,501,700	404,054	27%

2012 Minnesota Immunization Registry Population – Ages Birth Through 20

Immunization Registry	Estimated Population ages 0-20 (July 2012)	On MA and MinnesotaCare Ages 0-20 (July 2012)	Percent on MA and MinnesotaCare
Central Minnesota Immunization Connection (CMIC)	87,236	14,989	17%
Communities Caring for Children (CCC)	39,040	14,989	38%
Community Health Information Collaborative (CHIC)	182,665	60,214	33%
IMMTRACK	42,103	11,873	28%
IMMULINK	815,867	209,128	26%
Southeast Minnesota Immunization Connection (SEMIC)	128,340	41,641	32%
Southwest Minnesota Immunization Information Connection (SW-MIIC)	140,696	33,982	24%

**Minnesota Department of Human Services
2015 Immunization Registry
Contractor Information**

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

Registry Name and Address:

Check One: County Joint Powers Agreement Entity
 Non-profit Organization Other (Specify):

Social Security or Federal Employer I.D. No.

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

Registry's Contract Authorized Representative:

Telephone Number:

Fax Number:

E-mail Address:

Data Privacy & Security Responsible Authority:

Counties Participating in the Registry:

Fiscal Agent (Entity) for the Immunization Registry Contract (If Applicable): _____

Claims will be submitted: Monthly Quarterly Other (specify):

National Provider Identifier (NPI) number OR Unique Minnesota Provider Identifier (UMPI) number that will be used when submitting claims for 2015 Immunization Registry expenses:

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

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

THIS GRANT contract, and amendments and supplements thereto, is between State of Minnesota, acting through its Department of Human Services (hereinafter STATE) and the County of _____, an independent contractor, not an employee of the State of Minnesota, address _____ (hereinafter IMMUNIZATION REGISTRY), witnesseth that:

WHEREAS, the STATE, pursuant to Minnesota Statutes _____ is empowered to enter into contracts for the following services _____, and

WHEREAS, the STATE is in need of the following services: _____, and

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

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

NOW, THEREFORE, it is agreed:

- I. **IMMUNIZATION REGISTRY'S DUTIES.** The IMMUNIZATION REGISTRY shall
 - A. Enroll children from participating counties, birth through age 20, in the population-based immunization registry.
 - B. Notify families of the existence and functions of the immunization registry and of the enrollment of their children and the option to have their children's records withdrawn.
 - C. Enroll immunization providers as active contributors to the registry and train the immunization providers in the use of the registry.
 - D. Assure the quality, completeness, accuracy, and security of the data in the registry and identify and merge duplicate records.
 - E. Automatically identify all individuals with active records in the immunization registry due/late for immunizations to enable the production and distribution of reminder/recall notifications to parents and providers.
 - F. Provide access to immunization records to appropriately authorized persons.
 - G. Comply with all immunization registry program administrative and reporting requirements as set forth in the Minnesota Department of Human Services Bulletin #14-15-02 and its Appendices 1 through 6 which are on file with the STATE'S Purchasing and Service Delivery Division, 540 Cedar Street, St. Paul,

MN 55155 and incorporated herein by reference.

- H. Comply with the IMMUNIZATION REGISTRY'S 2015 Immunization Registry County Budget Worksheet (Attachment A2), 2015 Immunization Registry County Funding Request and Certification (Attachment B2) and the 2015 Operational Immunization Registry Certification (Attachment D) and revisions thereto as approved by the STATE shall be attached and incorporated into this contract.
- I. Comply with the terms and conditions as set forth in the Minnesota Department of Human Services Provider Agreement, and amendments and supplements thereto, which are on file with the STATE'S Health Care Operations - Provider Enrollment Division, 540 Cedar Street, St. Paul, MN 55155 and incorporated herein by reference.

II. CONSIDERATION AND TERMS OF PAYMENT.

- A. Consideration for all services performed and goods or materials supplied by the IMMUNIZATION REGISTRY pursuant to this grant shall be paid by the STATE as follows:
 - 1. All compensation shall be determined per Calendar Year (CY). The amount of annual funding shall be based on the number of children, birth through age 20, enrolled in Medical Assistance (MA) and MinnesotaCare (Appendix 1 of the DHS Bulletin #14-15-02), multiplied by the average cost per child that is calculated annually by the STATE or the IMMUNIZATION REGISTRY'S average cost per child, whichever is less. The average cost per child is based on the previous year's statewide average of immunization registry expenditures and divided by the number of children, birth through age 20, with a record in the registry of receiving at least two vaccinations. Compensation shall be consistent with the IMMUNIZATION REGISTRY'S Budget Worksheet (Attachment A2) and the Funding Request and Certification (Attachment B2) for CY 2015. Reimbursement shall be based on actual expenditures.
 - 2. Reimbursement for travel and subsistence expenses actually and necessarily incurred by the IMMUNIZATION REGISTRY'S performance of this contract shall be as indicated in the attached Budget Worksheet 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 the Minnesota Department of Management and Budget. The IMMUNIZATION REGISTRY shall not be reimbursed for travel and subsistence expense incurred outside the State of Minnesota unless it has received prior written approval for such out-of-state travel from the STATE. Travel in the local trade area for approved contract activities does not require STATE approval. (Minnesota Rules, parts 9505.1693 to 9505.1748 and Minnesota Rules, part 9505.0175)
 - 3. The total obligation of the STATE for all compensation and reimbursements to the IMMUNIZATION REGISTRY shall not exceed _____dollars (\$ _____).

The total obligation of the STATE for all compensation and reimbursements to the IMMUNIZATION REGISTRY for each contract year will be based on the annual estimated number of children eligible for MA and Minnesota Care, birth through age 20, multiplied by the average cost per child that is calculated annually by the STATE or the IMMUNIZATION REGISTRY'S average cost per child, whichever is less.

4. A transfer of funds into or out of a budget line item in an amount exceeding 10% of the approved amount under this contract or \$3,000.00, whichever is less, requires a written request in advance to the STATE by the IMMUNIZATION REGISTRY and written approval by the STATE prior to the transfer.
5. (If applicable.) For compensation payable under this contract, which is subject to withholding under state or federal law, appropriate amounts will be deducted and withheld by the STATE as required

B. Terms of Payment

1. The STATE, using the Medicaid Management Information System (MMIS), will promptly pay the IMMUNIZATION REGISTRY after the submission of a claim for services actually performed. The IMMUNIZATION REGISTRY will use National Provider Identifier (NPI) number: _ OR Unique Minnesota Provider Identifier (UMPI) number: _____ when submitting a claim. Claims for immunization registry activities will be electronically submitted on the MN-ITS 837P claim form. The Healthcare Common Procedure Coding System (HCPCS) code X5340 must be used to bill for immunization registry expenditures. Due to HIPAA Electronic Transactions Standards, the implementation of Version 5010, and a requirement of the AUC (Administrative Uniformity Committee), all claims submitted to DHS must include a diagnosis code. Unless otherwise notified, use ICD-9 diagnosis code V68.89 for immunization registry activities provided from January 1, 2015 through September 30, 2015 and use ICD-10 diagnosis code Z02.89 from October 1 2015 through December 31, 2015. Claims will be submitted in a timely manner according to the following schedule:

2. Payments are to be made from federal funds obtained by the STATE through Title XIX of the Social Security Act of 1995 (Public law 42 U.S.C. 1396 (a) and amendments thereto) Catalog of Federal Domestic Assistance (CFDA) No. 93.778. If at any time such funds become unavailable, this contract shall be terminated or suspended immediately upon written notice of such fact by the STATE to the IMMUNIZATION REGISTRY. In the event of such termination or suspension, the IMMUNIZATION REGISTRY shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed prior to the contract termination or suspension.

III. **CONDITIONS OF PAYMENT.** All services provided by the IMMUNIZATION REGISTRY pursuant to this contract shall be performed to the satisfaction of the STATE, as determined at the sole discretion of its authorized representative, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. The IMMUNIZATION REGISTRY shall not receive payment for work found by the

STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation..

- IV. **PAYMENT RECOUPMENT.** The IMMUNIZATION REGISTRY must reimburse the STATE upon demand or the STATE may deduct from future payments under this contract any amounts paid by the STATE, under this or any previous contract, for which invoices and progress reports have not been received, or for which the IMMUNIZATION REGISTRY'S books, records or other documents are not sufficient to clearly substantiate that those amounts were used by the IMMUNIZATION REGISTRY to perform contract services.
- V. **TERMS OF CONTRACT.** This contract shall be effective on **January 1, 2015**, or upon the date that the final required signature is obtained by the STATE, pursuant to Minnesota Statutes, Section 16C.05, Subdivision 2, whichever occurs later, and shall remain in effect through **December 31, 2015**, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The IMMUNIZATION REGISTRY understands that NO work should begin under this contract until ALL required signatures have been obtained, and the IMMUNIZATION REGISTRY is notified to begin work by the STATE's Authorized Representative. The IMMUNIZATION REGISTRY shall have a continuing obligation, after said contract period, to comply with the following provisions of contract clauses: X. Liability; XI. State Audits; XII. Information Privacy and Security; XIII. Intellectual Property Rights; and XIX. Jurisdiction and Venue.
- VI. **CANCELLATION.**
- A. **For Cause or Convenience.** This contract may be canceled by the STATE or the IMMUNIZATION REGISTRY at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, the IMMUNIZATION REGISTRY shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed. The STATE has the right to suspend or terminate this contract immediately when the STATE deems the health or welfare of the service recipients is endangered, when the STATE has reasonable cause to believe that the IMMUNIZATION REGISTRY has breached a material term of the contract, or when the IMMUNIZATION REGISTRY'S non-compliance with the terms of the contract may jeopardize federal financial participation.
- B. **Insufficient Funds.** The STATE may immediately terminate or suspend 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 or suspension will be by written or fax notice to the IMMUNIZATION REGISTRY. The STATE is not obligated to pay for any services that are provided after notice and effective date of termination or suspension. However, the IMMUNIZATION REGISTRY will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The STATE will not be assessed any penalty if the contract is terminated or suspended because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The

STATE must provide the IMMUNIZATION REGISTRY notice of the lack of funding within a reasonable time of the STATE'S receiving that notice.

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

VII. **AUTHORIZED REPRESENTATIVES.**

- A. **STATE.** The STATE'S authorized representative for the purposes of administration of this contract is, Redwan Hamza, Immunization Registries Funding Coordinator or his successor. Such representative shall have final authority for acceptance of the IMMUNIZATION REGISTRY'S services and if such services are accepted as satisfactory.

- B. **IMMUNIZATION REGISTRY.** The IMMUNIZATION REGISTRY'S Authorized Representative is:

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

If the IMMUNIZATION REGISTRY'S Authorized Representative changes at any time during this contract, the IMMUNIZATION REGISTRY must immediately notify the STATE.

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

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

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

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

XII. **INFORMATION PRIVACY AND SECURITY.** For purposes of executing its responsibilities and to the extent set forth in this grant contract, the IMMUNIZATION REGISTRY 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, IMMUNIZATION REGISTRY will be handling protected health information and other private information concerning individual STATE clients. As such, IMMUNIZATION REGISTRY 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.

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

XIII. **INTELLECTUAL PROPERTY RIGHTS.**

Definitions. *Works* means all inventions, improvements, discoveries (whether or not patentable or copyrightable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the IMMUNIZATION REGISTRY, 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 the IMMUNIZATION REGISTRY, its employees, agents, or subcontractors, in the performance of this contract.

Use of Works and Documents. If any Works or Documents are developed by the GRANTEE in the performance of this contract, the 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.

XIV. **AFFIRMATIVE ACTION and NON-DISCRIMINATION**

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

Non-Discrimination.

- A. The IMMUNIZATION REGISTRY agrees not to discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status in regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age in regard to any position for which the employee or applicant for employment is qualified. Minnesota Statutes, section 363A.02. The IMMUNIZATION REGISTRY agrees to take affirmative steps to employ, advance in employment, upgrade, train, and recruit minority persons, women, and persons with disabilities.
- B. The IMMUNIZATION REGISTRY must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The IMMUNIZATION REGISTRY 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. Minn. Rule, part 5000.3550
- C. The IMMUNIZATION REGISTRY agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

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

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

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

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

DEBARMENT BY STATE, ITS DEPARTMENTS, COMMISSIONS, AGENCIES OR POLITICAL SUBDIVISIONS

IMMUNIZATION REGISTRY certifies that neither it nor its principles is presently debarred or suspended by the STATE, or any of its departments, commissions, agencies, or political subdivisions. The IMMUNIZATION REGISTRY certification is a material representation upon which the grant contract award was based. The IMMUNIZATION REGISTRY shall provide immediate written notice to the 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.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNATRY EXCLUSION

Federal money will be used or may potentially be used to pay for all or part of the work under the contract, therefore the IMMUNIZATION REGISTRY must certify the following, as required by the regulations implementing Executive Order 12549. The IMMUNIZATION REGISTRY'S certification is a material representation upon which the contract award was based.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TEIR COVERED TRANSATIONS

Instructions for Certification

By signing and submitting this grant contract, the prospective lower tier participant is providing the certification set out below.

1. 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.
2. The prospective lower tier participant shall provide immediate written notice to the person to which this grant 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.
3. 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 grant contract is submitted for assistance in obtaining a copy of those regulations.
4. 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 CFR 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.
5. The prospective lower tier participant further agrees by submitting this grant 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.
6. 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 CFR 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
7. 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.

8. 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.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER
COVERED TRANSACTIONS**

1. The prospective lower tier participant certifies, by submission of this grant 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.
2. 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 grant contract.

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

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

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

XXII. OTHER PROVISIONS.

1. The IMMUNIZATION REGISTRY agrees that no religious based counseling shall take place under the auspices of this grant.
2. If the IMMUNIZATION REGISTRY has an independent audit, a copy of the audit shall be submitted to the STATE.
3. **Payment to Subcontractors**
(If applicable.) As required by Minn. Stat. §471.425, the prime IMMUNIZATION REGISTRY must pay all subcontractors, according to the terms of the contract or, if

no contract terms apply, within the standard payment period unless the IMMUNIZATION REGISTRY in good faith disputes the obligation. Standard payment period is defined in Minn. Stat. §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 Minn. Stat. §16A and §16C.15

By
Date
Grant No:

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

By
Title
Date

I certify that the signatories for the Grantee have

lawful authority, by virtue of the by-laws or a resolution, to bind the Grantee to the terms of this grant contract.

(Attorney for Grantee)

By
Title
Date

Distribution:
Agency - Original (fully executed)
contract
Grantee
State Authorized Representative

3. STATE AGENCY

By (with delegated authority)
Title
Date

**STATE OF MINNESOTA
DEPARTMENT OF HUMAN SERVICES MULTI-COUNTY JOINT POWERS GRANT
CONTRACT**

THIS CONTRACT, and amendments and supplements thereto, is between the State of Minnesota, acting through its Department of Human Services – Purchasing and Service Delivery Division (hereinafter STATE) and _____, an independent contractor, not an employee of the State of Minnesota, address _____ (hereinafter IMMUNIZATION REGISTRY), witnesseth that:

WHEREAS, the STATE, pursuant to Minnesota Statutes Section 256B.04 is empowered to enter into contracts for programming which benefits Medical Assistance enrollees such as the operation of population-based immunization registries targeting Medical Assistance and MinnesotaCare enrolled children, birth through age 20; and

WHEREAS the STATE is authorized to use contract funds to contract for the operation of population-based immunization registries under section 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 9505.1693 to 9505.1748 and Minnesota Statutes, Section 256B.04; and

WHEREAS, the IMMUNIZATION REGISTRY consist of the counties of _____; in an agreement through Minnesota State Statute 471.59 (Joint Powers) and

WHEREAS the STATE is permitted to share information with the IMMUNIZATION REGISTRY in accordance with Minnesota Statute, Section 13.46, and

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

NOW, THEREFORE, it is agreed:

I. **IMMUNIZATION REGISTRY'S DUTIES.** IMMUNIZATION REGISTRY shall:

- A. Enroll children from participating counties, birth through age 20, in the population-based immunization registry.
- B. Notify families of the existence and functions of the immunization registry and of the enrollment of their children and the option to have their children's records withdrawn. The IMMUNIZATION REGISTRY shall make their notification process available upon request of the STATE.
- C. Enroll immunization providers as active contributors to the registry and train the immunization providers in the use of the registry. The IMMUNIZATION REGISTRY shall make their training protocols and processes available upon request of the STATE.

- D. Assure the quality, completeness, accuracy, and security of the data in the registry and identify and merge duplicate records.
- E. Automatically identify all individuals with active records in the immunization registry due/late for immunizations to enable the production and distribution of reminder/recall notifications to parents and Providers. IMMUNIZATION REGISTRY will utilize their own automated system, but will make process available upon request of the STATE.
- F. Provide access to immunization records to appropriately authorized persons.
- G. Comply with all immunization registry program administrative and reporting requirements as set forth in Minnesota Department of Human Services Bulletin #14-15-02 and its Appendices 1 through 6 which are on file with the STATE'S Purchasing and Service Delivery Division, 540 Cedar Street, St. Paul, MN 55155 and incorporated herein by reference.
- H. Comply with the IMMUNIZATION REGISTRY'S 2015 Immunization Registry Regional Budget Worksheet (Attachment A1), 2015 Immunization Registry Regional Funding Request and Certification (Attachment B1) and the 2015 Operational Immunization Registry Certification (Attachment D) and revisions thereto as approved by the STATE shall be attached and incorporated into this contract.
- I. Comply with the terms and conditions as set forth in the Minnesota Department of Human Services Provider Agreement, and amendments and supplements thereto, which are on file with the STATE'S Health Care Operations - Provider Enrollment Division, 540 Cedar Street, St. Paul, MN 55155 and incorporated herein by reference.

II. **CONSIDERATION AND TERMS OF PAYMENT.**

- A. Consideration for all services performed and goods or materials supplied by GRANTEE pursuant to this grant shall be paid by the STATE as follows:
 - 1. All compensation shall be determined per Calendar Year (CY). The amount of annual funding shall be based on the number of children, birth through age 20, enrolled in Medical Assistance (MA) and MinnesotaCare (Appendix 1 of the DHS Bulletin #14-15-02), multiplied by the average cost per child that is calculated annually by the STATE or the IMMUNIZATION REGISTRY'S average cost per child, whichever is less. The average cost per child is based on the previous year's statewide average of immunization registry expenditures and divided by the number of children, birth through age 20, with a record of receiving at least two vaccinations in the immunization registry. Compensation shall be consistent with the IMMUNIZATION REGISTRY'S 2015 Immunization Registry Regional Budget Worksheet (Attachment A1) and the 2015 Immunization Registry Regional Funding Request and Certification (Attachment B1) for CY 2015. Reimbursement shall be based on actual expenditures.
 - 2. Reimbursement for travel and subsistence expenses actually and necessarily incurred by the IMMUNIZATION REGISTRY'S performance of this contract shall be as indicated in the attached Budget Worksheet 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 the Minnesota Department of Management and Budget. The IMMUNIZATION REGISTRY shall not be reimbursed for travel and subsistence expense incurred outside the State of Minnesota unless it has received prior written approval for such out of state travel from the STATE. Travel in the local trade area for approved contract activities does not require STATE approval. (Minnesota Rules, parts 9505.1693 to 9505.1748 and Minnesota Rules, part 9505.0175)

3. The total obligation of the STATE for all compensation and reimbursements to the IMMUNIZATION REGISTRY shall not exceed dollars (\$_____).

The total obligation of the STATE for all compensation and reimbursements to the IMMUNIZATION REGISTRY for each contract year will be based on the annual estimated number of children eligible for MA and Minnesota Care, birth through age 20, multiplied by the average cost per child that is calculated annually by the STATE or the IMMUNIZATION REGISTRY'S average cost per child, whichever is less.

4. A transfer of funds into or out of a budget line item in an amount exceeding 10% of the approved amount under this contract or \$3,000.00, whichever is less, requires a written request in advance to the STATE by the IMMUNIZATION REGISTRY and written approval by the STATE prior to the transfer.
5. (If applicable.) For compensation payable under this contract, which is subject to withholding under state or federal law, appropriate amounts will be deducted and withheld by the STATE as required

B. Terms of Payment

1. The STATE, using the Medicaid Management Information System (MMIS), will promptly pay the IMMUNIZATION REGISTRY after the submission of a claim for services actually performed. The IMMUNIZATION REGISTRY will use the Unique Minnesota Provider Identifier (UMPI) number: _____ when submitting a claim. Claims for immunization registry activities will be electronically submitted on the MN-ITS 837P claim form. The Healthcare Common Procedure Coding System (HCPCS) code X5340 must be used to bill for immunization registry expenditures. Due to HIPAA Electronic Transactions Standards, the implementation of Version 5010, and a requirement of the AUC (Administrative Uniformity Committee), all claims submitted to DHS must include a diagnosis code. Unless otherwise notified, use ICD-9 diagnosis code V68.89 for immunization registry activities provided from January 1, 2015 through September 30, 2015 and use ICD-10 diagnosis code Z02.89 from October 1 2015 through December 31, 2015. Claims will be submitted in a timely manner and according to the following schedule: _____.
2. Payments are to be made from federal funds obtained by the STATE through Title XIX of the Social Security Act of 1995 (Public law 42 U.S.C. 1396 (a) and amendments thereto) Catalog of Federal Domestic Assistance (CFDA) No. 93.778. If at any time such funds become unavailable, this contract shall be terminated or suspended immediately upon written notice of such fact by the STATE to the IMMUNIZATION REGISTRY. In the event of such termination or suspension, the IMMUNIZATION REGISTRY shall be

entitled to payment, determined on a pro rata basis, for services satisfactorily performed prior to the contract termination or suspension.

- III. **CONDITIONS OF PAYMENT.** All services provided by the IMMUNIZATION REGISTRY pursuant to this contract shall be performed to the satisfaction of the STATE, as determined at the sole discretion of its authorized representative, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations including business registration requirements of the Office of the Secretary of State. The IMMUNIZATION REGISTRY shall not receive payment for work found by the STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.
- IV. **PAYMENT RECOUPMENT.** The IMMUNIZATION REGISTRY must reimburse the STATE upon demand or the STATE may deduct from future payments under this contract any amounts paid by the STATE, under this or any previous contract, for which invoices and progress reports have not been received, or for which the IMMUNIZATION REGISTRY'S books, records or other documents are not sufficient to clearly substantiate that those amounts were used by the IMMUNIZATION REGISTRY to perform contract services.
- V. **TERMS OF CONTRACT.** This contract shall be effective on **January 1, 2015**, or upon the date that the final required signature is obtained by the STATE, pursuant to Minnesota Statutes, Section 16C.05, Subdivision 2, whichever occurs later, and shall remain in effect through **December 31, 2015**, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The IMMUNIZATION REGISTRY understands that NO work should begin under this contract until ALL required signatures have been obtained, and the IMMUNIZATION REGISTRY is notified to begin work by the STATE'S Authorized Representative. The IMMUNIZATION REGISTRY shall have a continuing obligation, after said contract period, to comply with the following provisions of contract clauses: X. Liability; XI. State Audits; XII. Information Privacy and Security; XIII. Intellectual Property Rights; and XIX. Jurisdiction and Venue.
- VI. **CANCELLATION.**
- A. **For Cause or Convenience.** This contract may be canceled by the STATE or the IMMUNIZATION REGISTRY at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, the IMMUNIZATION REGISTRY shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed. The STATE has the right to suspend or terminate this contract immediately when the STATE deems the health or welfare of the service recipients is endangered, when the STATE has reasonable cause to believe that the IMMUNIZATION REGISTRY has breached a material term of the contract, or when the IMMUNIZATION REGISTRY'S non-compliance with the terms of the contract may jeopardize federal financial participation.
- B. **Insufficient Funds.** The STATE may immediately terminate or suspend 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 or suspension will be by

written or fax notice to the IMMUNIZATION REGISTRY. The STATE is not obligated to pay for any services that are provided after notice and effective date of termination or suspension. However, the IMMUNIZATION REGISTRY will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The STATE will not be assessed any penalty if the contract is terminated or suspended because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The STATE must provide the IMMUNIZATION REGISTRY notice of the lack of funding within a reasonable time of the STATE'S receiving that notice.

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

VII. AUTHORIZED REPRESENTATIVES AND RESPONSIBLE AUTHORITY.

- A. STATE.** The STATE'S authorized representative for the purposes of administration of this contract is Redwan Hamza, Immunization Registries Funding Coordinator or his successor. Such representative shall have final authority for acceptance of the IMMUNIZATION REGISTRY'S services and if such services are accepted are satisfactory.

- B. IMMUNIZATION REGISTRY.** The IMMUNIZATION REGISTRY'S Authorized Representative is:

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

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

- VIII. ASSIGNMENT.** IMMUNIZATION REGISTRY shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of the STATE.

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

- X. LIABILITY.** To the extent provided for in Minnesota Statutes, section 466.01 to 466.15, and Minnesota Statutes section 471.59 (joint powers) the IMMUNIZATION REGISTRY agrees to be responsible for any and all claims or causes of action arising from the

performance of this contract by the IMMUNIZATION REGISTRY or IMMUNIZATION REGISTRY'S agents or employees. This clause shall not be construed to bar any legal remedies the IMMUNIZATION REGISTRY may have for the STATE'S failure to fulfill its obligations pursuant to this contract.

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

XII. **INFORMATION PRIVACY AND SECURITY** For purposes of executing its responsibilities and to the extent set forth in this contract, the IMMUNIZATION REGISTRY will be considered part of the "welfare system," as defined in Minnesota Statutes, section 13.46, subdivision 1.

1. Information Covered by this Provision. In carrying out its duties, IMMUNIZATION REGISTRY shall be handling one or more types of private information, collectively referred to as "protected information," concerning individual clients of STATE programs or services. "Protected information," for purposes of this grant contract, includes any or all of the following:

(a) Private data (as defined in Minn. Stat. §13.02, subd. 12), confidential data (as defined in Minn. Stat. §13.02, subd. 3), welfare data (as governed by Minn. Stat. §13.46), medical data (as governed by Minn. Stat. §13.384), and other non-public data governed elsewhere in the Minnesota Government Data Practices Act (MGDPA), Minn. Stats. Chapter 13;

(b) Health records (as governed by the Minnesota Health Records Act [Minn. Stat. §144.291 - 144.298]);

(c) Chemical health records (as governed by 42 U.S.C. § 290dd-2 and 42 C.F.R. § 2.1 to §2.67);

(d) Protected health information ("PHI") (as defined in and governed by the Health Insurance Portability Accountability Act ["HIPAA"], 45 C.F.R. § 160.103);

(e) Federal tax information ("FTI") (as protected by 26 U.S.C. 6103), and

(f) Other data subject to applicable state and federal statutes, rules, and regulations affecting the collection, storage, use, or dissemination of private or confidential information.

2. General Oversight Responsibilities. IMMUNIZATION REGISTRY shall be responsible for ensuring proper handling and safeguarding by its employees, subcontractors, and authorized agents of protected information collected, created, used, maintained, or disclosed on behalf of STATE. This responsibility includes:

(a) **Training:** Ensuring that employees and agents comply with and are properly trained regarding, as applicable, the laws listed in XII.1, and

(b) **Minimum necessary access to information.** IMMUNIZATION REGISTRY shall comply with the “minimum necessary” access and disclosure rule set forth in the HIPAA and the MGDPA. The collection, creation, use, maintenance, and disclosure by IMMUNIZATION REGISTRY shall be limited to “that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government.” *See, respectively,* 45 C.F.R. §§ 164.502(b) and 164.514(d), and Minn. Stat § 13.05 subd. 3.

(c) **Information Requests.** Unless provided for otherwise in this grant contract, if IMMUNIZATION REGISTRY receives a request to release protected information, IMMUNIZATION REGISTRY must immediately notify STATE. STATE shall provide IMMUNIZATION REGISTRY instructions or direction concerning the release of the data to the requesting party before the data is released. See paragraph XII.3(e) below regarding requests from individuals for their own data.

3. Additional Duties to Ensure Proper Handling of Protected Information. The IMMUNIZATION REGISTRY shall:

(a) Not use or disclose protected health information other than as permitted or required by this grant contract or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by this grant contract;

(c) As required at 45 C.F.R. §164.410, report to STATE any use or disclosure of protected health information that is not provided for by the grant contract of which IMMUNIZATION REGISTRY becomes aware, including any breach of unsecured protected health information or any other “privacy” or “security incident” as described below. Upon direction from STATE, IMMUNIZATION REGISTRY must also attempt to mitigate harmful effects resulting from the disclosure.

(i) For purposes of this contract, “Security incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. Security incident shall not include pings and other broadcast attacks on IMMUNIZATION REGISTRY’s firewall, port scans, unsuccessful log-on attempts, denials of service, and any combination of the above; so long as such incidents do not result in unauthorized access, use or disclosure of STATE’s information. “Privacy incident” means violation of the MGDPA and/or the HIPAA Privacy Rule (45 CFR Part 164, Subpart E), including, but not limited to, improper and/or unauthorized use or

disclosure of protected information, and incidents in which the confidentiality of the information maintained by it has been breached.

(ii) The report to the STATE must be in writing and must be sent to STATE not more than seven (7) days after learning of such non-permitted use or disclosure. The report must, at a minimum: 1) Identify the nature of the non-permitted use or disclosure; 2) Identify the PHI used or disclosed; 3) Identify who made the non-permitted use or disclosure, and who received the non-permitted or violating disclosure, if known; 4) Identify what corrective action was taken or will be taken to prevent further non-permitted uses or disclosures; 5) Identify what was done or will be done to mitigate any deleterious effect of the non-permitted use or disclosure; and 6) Provide such other information, including any written documentation, as STATE may reasonably request.

(iii) IMMUNIZATION REGISTRY will provide notice required by 45 C.F.R. §§ 164.404 through 164.408 to affected individuals, news media, and/or the Office of Civil Rights, Department of Health and Human Services, only upon direction from and in coordination with the STATE.

(d) In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree in writing to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;

(e) Within ten (10) business days of a request from an individual or their designee, make available protected health information in a designated record set, consistent with Minn. Stat. § 13.04, subd. 3, and 45 C.F.R. § 164.524;

(f) Within ten (10) business days, forward any request to make any amendment(s) to protected health information in a designated record set to STATE in order for the STATE to satisfy STATE's obligations under Minn. Stat. § 13.04, subd. 3 and 45 C.F.R. § 164.526;

(g) Maintain and make available no later than fifteen (15) days after receipt of request from the STATE, the information required to provide an accounting of disclosures to the STATE as necessary to satisfy the STATE's obligations under 45 C.F.R. § 164.528, or upon request from STATE respond directly to individual's request for an accounting of disclosures;

(h) To the extent the business associate is to carry out one or more of the STATE's obligation(s) under Subpart E of 45 C.F.R. Part 164, comply with the requirements of Subpart E that apply to the STATE in the performance of such obligation(s); and

(i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

(j) Business associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by STATE.

4. STATE's Duties. STATE shall:

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

5. Disposition and/or Retention of Protected Information/Data upon Completion, Expiration, or Contract Termination. Upon completion, expiration, or termination of this grant contract, IMMUNIZATION REGISTRY shall return to STATE or destroy all protected information received or created on behalf of STATE for purposes associated with this grant contract. IMMUNIZATION REGISTRY shall return the protected information to the STATE's Authorized Representative *or* provide the state with written certification of destruction of the protected information. IMMUNIZATION REGISTRY shall retain no copies of such protected information, provided that if both parties agree that such return or destruction is not feasible, or if IMMUNIZATION REGISTRY is required by the applicable regulation, rule or statutory retention schedule to retain beyond the life of this grant contract, IMMUNIZATION REGISTRY shall extend the protections of this grant contract to the protected information and refrain from further use or disclosure of such information, except for those purposes that make return or destruction infeasible, for as long as IMMUNIZATION REGISTRY maintains the information.

6. Sanctions. In addition to acknowledging and accepting the general terms set forth in this grant contract relating to indemnification, the parties acknowledge that violation of the laws and protections described above could result in limitations being placed on future access to protected information, in investigation and imposition of sanctions (including but limited to civil and criminal penalties) by, among other agencies, the U.S. Department of Health and Human Services, Office for Civil Rights; the federal

Internal Revenue Service (IRS); the Centers for Medicare & Medicaid Services (CMS); and the Office of the Attorney General for the State Minnesota.

7. **Miscellaneous**

(a) DHS Information Security Policy. Additional information regarding the handling and, as appropriate, destruction (upon expiration or termination of a contract or agreement) of protected information obtained from DHS is available at <https://edocs.dhs.state.mn.us/lfserver/Public/DHS-4683-ENG>.

(b) Effect of statutory amendments or rule changes. The Parties agree to take such action as is necessary to amend this grant contract from time to time as is necessary for compliance with the requirements of the laws listed in paragraph XII.1 of this clause or in any other applicable law. However, any requirement in this grant contract or in the DHS Information Security Policy that is based upon HIPAA Rules or upon other federal or state information privacy or security laws means the requirement as it is *currently* in effect, including any applicable amendment(s), regardless of whether the grant contract has been amended to reflect the amendments(s).

(c) Interpretation. Any ambiguity in this grant contract shall be interpreted to permit compliance with the laws listed in paragraph XII.1 of this clause or in any other applicable law.

(d) Survival. The obligations of IMMUNIZATION REGISTRY under this clause shall survive the termination of this grant contract.

XIII. **INTELLECTUAL PROPERTY RIGHTS.**

Definitions. *Works* means all inventions, improvements, discoveries (whether or not patentable or copyrightable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the IMMUNIZATION REGISTRY, 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 the IMMUNIZATION REGISTRY, its employees, agents, or subcontractors, in the performance of this contract.

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

XIV. **AFFIRMATIVE ACTION and NON-DISCRIMINATION**

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

Non-Discrimination.

- A. The IMMUNIZATION REGISTRY 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. See Minnesota Statutes Section 363A.02. The IMMUNIZATION REGISTRY agrees to take affirmative steps to employ, advance in employment, upgrade, train, and recruit minority persons, women, and persons with disabilities.
- B. The IMMUNIZATION REGISTRY must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The IMMUNIZATION REGISTRY agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Minnesota Rule 5000.3550.
- C. The IMMUNIZATION REGISTRY agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

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

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

Compliance with Department of Human Rights Statutes. In the event of the IMMUNIZATION REGISTRY'S noncompliance with the provisions of this clause, actions for noncompliance may be taken in accordance with Minnesota

Statutes 363A.36, and the rules and relevant orders issued pursuant to the Minnesota Human Rights Act.

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

DEBARMENT BY STATE, ITS DEPARTMENTS, COMMISSIONS, AGENCIES OR POLITICAL SUBDIVISIONS

IMMUNIZATION REGISTRY certifies that neither it nor its principles is presently debarred or suspended by the STATE, or any of its departments, commissions, agencies, or political subdivisions. The IMMUNIZATION REGISTRY'S certification is a material representation upon which the contract award was based. The IMMUNIZATION REGISTRY shall provide immediate written notice to the 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.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNATRY EXCLUSION

Federal money will be used or may potentially be used to pay for all or part of the work under the contract, therefore the IMMUNIZATION REGISTRY must certify the following, as required by the regulations implementing Executive Order 12549. The IMMUNIZATION REGISTRY'S certification is a material representation upon which the contract award was based.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this contract, the prospective lower tier participant is providing the certification set out below.
2. 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.
3. 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.
4. 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.
5. 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 CFR 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.
6. 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.
7. 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 CFR 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 Non-procurement Programs.

8. 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.
9. 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.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this grant 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.
2. 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.

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

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

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

XXII. OTHER PROVISIONS.

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

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

Payment to Subcontractors

(If applicable) As required by Minn. Stat. §471.425, the prime IMMUNIZATION REGISTRY must pay all subcontractors, according to the terms of the contract or, if no contract terms apply, within the standard payment period unless the IMMUNIZATION REGISTRY in good faith disputes the obligation. Standard payment period is defined in Minn. Stat. §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 Minn. Stat. 16A and 16C.15

By: Not Applicable – Paid Through MMIS
Date
Contract No:

2. IMMUNIZATION REGISTRY

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

By
Title
Date

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

(Attorney for IMMUNIZATION REGISTRY)

By
Title
Date

Distribution:

Agency - Original (fully executed) contract
IMMUNIZATION REGISTRY
State Authorized Representative

3. STATE AGENCY

By (with delegated authority)
Title: Deputy Director, PSD
Date

Attachment A1

**STATE OF MINNESOTA
DEPARTMENT OF HUMAN SERVICES MULTI-COUNTY OTHER GRANT
CONTRACT**

THIS CONTRACT, and amendments and supplements thereto, is between the State of Minnesota, acting through its Department of Human Services – Purchasing and Service Delivery Division (hereinafter STATE) and _____, an independent contractor, not an employee of the State of Minnesota, address _____ (hereinafter IMMUNIZATION REGISTRY), witnesseth that:

WHEREAS, the STATE, pursuant to Minnesota Statutes Section 256B.04 is empowered to enter into contracts for programming which benefits Medical Assistance enrollees such as the operation of population-based immunization registries targeting Medical Assistance and MinnesotaCare enrolled children, birth through age 20; and

WHEREAS, the STATE is authorized to use contract funds to contract for the operation of population-based immunization registries under section 1902 (a) (43), § 905 (a)(4)(B) and § 1905 (r) of the Social Security Act as amended in Omnibus Budget Reconciliation Act (OBRA) of 1989, Minnesota Rules 9505.1693 to 9505.1748 and Minnesota Statutes, Section 256B.04; and

WHEREAS, the IMMUNIZATION REGISTRY consists of the counties of _____; and

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

WHEREAS, the STATE is permitted to share information with the IMMUNIZATION REGISTRY in accordance with Minnesota Statute, Section 13.46, and

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

NOW, THEREFORE, it is agreed:

I. **IMMUNIZATION REGISTRY'S DUTIES.** IMMUNIZATION REGISTRY shall:

- A. Enroll children from participating counties, birth through age 20, in the population-based immunization registry.
- B. Notify families of the existence and functions of the immunization registry and of the enrollment of their children and the option to have their children’s records withdrawn.
- C. Enroll immunization providers as active contributors to the registry and train the immunization providers in the use of the registry.
- D. Assure the quality, completeness, accuracy, and security of the data in the registry and identify and merge duplicate records.

- E. Automatically identify all individuals with active records in the immunization registry due/late for immunizations to enable the production and distribution of reminder/recall notifications to parents and providers.
- F. Provide access to immunization records to appropriately authorized persons.
- G. Comply with all immunization registry program administrative and reporting requirements as set forth in Minnesota Department of Human Services Bulletin #14-15-02 and its Appendices 1 through 6 which are on file with the STATE'S Purchasing and Services Delivery Division, 540 Cedar Street, St. Paul, MN 55155 and incorporated herein by reference.
- H. Comply with the IMMUNIZATION REGISTRY'S 2015 Immunization Registry Regional Budget Worksheet (Attachment A1), 2015 Immunization Registry Regional Funding Request and Certification (Attachment B1) and the 2015 Operational Immunization Registry Certification (Attachment D) and revisions thereto as approved by the STATE shall be attached and incorporated into this contract.
- I. Comply with the terms and conditions as set forth in the Minnesota Department of Human Services Provider Agreement, and amendments and supplements thereto, which are on file with the STATE'S Health Care Operations - Provider Enrollment Division, 540 Cedar Street, St. Paul, MN 55155 and incorporated herein by reference.

II. **CONSIDERATION AND TERMS OF PAYMENT.**

- A. **Consideration.** The STATE will pay for all services performed by the IMMUNIZATION REGISTRY under this contract as follows:
 - 1. All compensation shall be determined per Calendar Year (CY). The amount of annual funding shall be based on the number of children, birth through age 20, enrolled in Medical Assistance (MA) and MinnesotaCare (Appendix 1 of the DHS Bulletin #14-15-02), multiplied by the average cost per child that is calculated annually by the STATE or the IMMUNIZATION REGISTRY'S average cost per child, whichever is less. The average cost per child is based on the previous year's statewide average of immunization registry expenditures and divided by the number of children, birth through age 20, with a record of receiving at least two vaccinations in the immunization registry. Compensation shall be consistent with the IMMUNIZATION REGISTRY'S 2015 Immunization Registry Regional Budget Worksheet (Attachment A1) and the 2015 Immunization Registry Regional Funding Request and Certification (Attachment B1) for CY 2015. Reimbursement shall be based on actual expenditures. Payments for this contract will be made to the IMMUNIZATION REGISTRY'S designated fiscal agent, _____ or its successor.
 - 2. Reimbursement for travel and subsistence expenses actually and necessarily incurred by the IMMUNIZATION REGISTRY'S performance

of this contract shall be as indicated in the attached Budget Worksheet 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 the Minnesota Department of Management and Budget. The IMMUNIZATION REGISTRY shall not be reimbursed for travel and subsistence expense incurred outside the State of Minnesota unless it has received prior written approval for such out-of-state travel from the STATE. Travel in the local trade area for approved contract activities does not require STATE approval. (Minnesota Rules, parts 9505.1693 to 9505.1748 and Minnesota Rules, part 9505.0175)

3. The total obligation of the STATE for all compensation and reimbursements to the IMMUNIZATION REGISTRY shall not exceed _____ dollars (\$_____).

The total obligation of the STATE for all compensation and reimbursements to the IMMUNIZATION REGISTRY for each contract year will be based on the annual estimated number of children eligible for MA and Minnesota Care, birth through age 20, multiplied by the average cost per child that is calculated annually by the STATE or the IMMUNIZATION REGISTRY'S average cost per child, whichever is less.

4. (If applicable.) For compensation payable under this contract, which is subject to withholding under state or federal law, appropriate amounts will be deducted and withheld by the STATE as required.

B. Terms of Payment

1. The STATE, using the Medicaid Management Information System (MMIS), will promptly pay the IMMUNIZATION REGISTRY after the submission of a claim for services actually performed. The IMMUNIZATION REGISTRY will use the National Provider Identifier (NPI) number: _____ OR the Unique Minnesota Provider Identifier (UMPI) number: _____ when submitting a claim. Claims for immunization registry activities will be electronically submitted on the MN-ITS 837P claim form. The Healthcare Common Procedure Coding System (HCPCS) code X5340 must be used to bill for immunization registry expenditures. Due to HIPAA Electronic Transactions Standards, the implementation of Version 5010, and a requirement of the AUC (Administrative Uniformity Committee), all claims submitted to DHS must include a diagnosis code. Unless otherwise notified, use ICD-9 diagnosis code V68.89 for immunization registry activities provided from January 1, 2015 through September 30, 2015 and use ICD-10 diagnosis code Z02.89 from October 1 2015 through December 31, 2015. Claims will be submitted in a timely manner according to the following schedule: _____.
2. Payments are to be made from federal funds obtained by the STATE through Title XIX of the Social Security Act of 1995 (Public law 42 U.S.C. 1396 (a) and amendments thereto) Catalog of Federal Domestic Assistance

(CFDA) No. 93.778. If at any time such funds become unavailable, this contract shall be terminated or suspended immediately upon written notice of such fact by the STATE to the IMMUNIZATION REGISTRY. In the event of such termination or suspension, the IMMUNIZATION REGISTRY shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed prior to the contract termination or suspension.

- III. **CONDITIONS OF PAYMENT.** All services provided by the IMMUNIZATION REGISTRY pursuant to this contract shall be performed to the satisfaction of the STATE, as determined at the sole discretion of its authorized representative, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations including business registration requirements of the Office of the Secretary of State. The IMMUNIZATION REGISTRY shall not receive payment for work found by the STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.
- IV. **PAYMENT RECOUPMENT.** The IMMUNIZATION REGISTRY must reimburse the STATE upon demand or the STATE may deduct from future payments under this contract any amounts paid by the STATE, under this or any previous contract, for which invoices and progress reports have not been received, or for which the IMMUNIZATION REGISTRY'S books, records or other documents are not sufficient to clearly substantiate that those amounts were used by the IMMUNIZATION REGISTRY to perform contract services.
- V. **TERMS OF CONTRACT.** This contract shall be effective on **January 1, 2015**, or upon the date that the final required signature is obtained by the STATE, pursuant to Minnesota Statutes, Section 16C.05, Subdivision 2, whichever occurs later, and shall remain in effect through **December 31, 2015**, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The IMMUNIZATION REGISTRY understands that NO work should begin under this contract until ALL required signatures have been obtained, and the IMMUNIZATION REGISTRY is notified to begin work by the STATE's Authorized Representative. The IMMUNIZATION REGISTRY shall have a continuing obligation, after said contract period, to comply with the following provisions of contract clauses: X Indemnification; XI State Audits; XII Information Privacy and Security; XIII Intellectual Property Rights; and XX Jurisdiction and Venue.
- VI. **CANCELLATION.**
- A. **For Cause or Convenience.** This contract may be canceled by the STATE or the IMMUNIZATION REGISTRY at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, the IMMUNIZATION REGISTRY shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed. The STATE has the right to suspend or terminate this contract immediately when the STATE deems the health or welfare of the service recipients is endangered, when the STATE has reasonable cause to believe that the IMMUNIZATION REGISTRY has breached a material term of the contract, or when the IMMUNIZATION REGISTRY'S non-compliance with the terms of the contract may jeopardize federal financial participation.

- B. Insufficient Funds.** The STATE may immediately terminate or suspend 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 or suspension will be by written or fax notice to the IMMUNIZATION REGISTRY. The STATE is not obligated to pay for any services that are provided after notice and effective date of termination or suspension. However, the IMMUNIZATION REGISTRY will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The STATE will not be assessed any penalty if the contract is terminated or suspended because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The STATE must provide the IMMUNIZATION REGISTRY notice of the lack of funding within a reasonable time of the STATE'S receiving that notice.
- C. Breach.** Notwithstanding clause VI.A, upon the STATE'S knowledge of a curable material breach of the contract by the IMMUNIZATION REGISTRY, the STATE shall provide the IMMUNIZATION REGISTRY written notice of the breach and ten (10) days to cure the breach. If the IMMUNIZATION REGISTRY does not cure the breach within the time allowed, the IMMUNIZATION REGISTRY will be in default of this contract and the STATE may cancel the contract immediately thereafter. If the IMMUNIZATION REGISTRY has breached a material term of this contract and cure is not possible, the STATE may immediately terminate this contract.

VII. AUTHORIZED REPRESENTATIVES AND RESPONSIBLE AUTHORITY.

- A. STATE.** The STATE'S authorized representative for the purposes of administration of this contract is Redwan Hamza, Immunization Registries Funding Coordinator or his successor. Such representative shall have final authority for acceptance of the IMMUNIZATION REGISTRY'S services and if such services are accepted are satisfactory, shall so certify on each invoice submitted pursuant to Clause II, paragraph B.
- B. IMMUNIZATION REGISTRY.** The IMMUNIZATION REGISTRY'S Authorized Representative is:

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

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

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

- IX. **AMENDMENTS.** Any amendments to this contract shall be in writing, and shall be executed by the same parties who executed the original contract, or their successors in office.
- X. **LIABILITY.** To the extent provided for in Minnesota Statutes, section 466.01 to 466.15, the IMMUNIZATION REGISTRY agrees to be responsible for any and all claims or causes of action arising from the performance of this grant by the IMMUNIZATION REGISTRY or the IMMUNIZATION REGISTRY 'S agents or employees. This clause shall not be construed to bar any legal remedies the IMMUNIZATION REGISTRY may have for the STATE'S failure to fulfill its obligations pursuant to this grant.
- XI. **STATE AUDITS.** Under Minnesota Statutes §16C.05, Subdivision 5, the books, records, documents, and accounting procedures and practices of the IMMUNIZATION REGISTRY and its employees, agents, or subcontractors relevant to this contract shall be made available and subject to examination by the STATE, including the contracting Agency/Division, Legislative Auditor, and State Auditor for a minimum of six years from the end of this contract.
- XII. **INFORMATION PRIVACY AND SECURITY** For purposes of executing its responsibilities and to the extent set forth in this contract, the IMMUNIZATION REGISTRY will be considered part of the "welfare system," as defined in Minnesota Statutes, section 13.46, subdivision 1.
1. **Information Covered by this Provision.** In carrying out its duties, IMMUNIZATION REGISTRY will be handling one or more types of private information, collectively referred to as "protected information," concerning individual STATE clients. "Protected information," for purposes of this agreement, includes any or all of the following:
- (a) Private data (as defined in Minn. Stat. §13.02, subd. 12), confidential data (as defined in Minn. Stat. §13.02, subd. 3), welfare data (as governed by Minn. Stat. §13.46), medical data (as governed by Minn. Stat. §13.384), and other non-public data governed elsewhere in the Minnesota Government Data Practices Act (MGDPA), Minn. Stats. Chapter 13;
 - (b) Health records (as governed by the Minnesota Health Records Act [Minn. Stat. §§144.291-144.298]);
 - (c) Chemical health records (as governed by 42 U.S.C. § 290dd-2 and 42 CFR § 2.1 to § 2.67);
 - (d) Protected health information ("PHI") (as defined in and governed by the Health Insurance Portability Accountability Act ["HIPAA"], 45 CFR § 160.103); and
 - (e) Electronic Health Records (as governed by Health Information Technology for Economic and Clinical Health Act (HITECH), 42 U.S.C. §§ 17921(5) and 17931; and

- (f) Other data subject to applicable state and federal statutes, rules, and regulations affecting the collection, storage, use, or dissemination of private or confidential information.

2. Duties Relating to Protection of Information.

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

3. IMMUNIZATION REGISTRY’s Use of Information. IMMUNIZATION REGISTRY shall:

- (a) Not use or further disclose protected information created, collected, received, stored, used, maintained or disseminated in the course or performance of this Agreement other than as permitted or required by this Agreement or as required by law, either during the period of this agreement or hereafter.
- (b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the protected information by its employees, subcontractors and agents other than as provided for by this Agreement. This includes, but is not limited to, having implemented administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic protected health information that it creates, receives, maintains, or transmits on behalf of STATE.

- (c) Report to STATE any privacy or security incident regarding the information of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410. For purposes of this Agreement, "Security incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. "Privacy incident" means violation of the Minnesota Government Data Practices Act (MGDPA) and/or the HIPAA Privacy Rule (45 C.F.R. Part 164, Subpart E), including, but not limited to, improper and/or unauthorized use or disclosure of protected information, and incidents in which the confidentiality of the information maintained by it has been breached. This report must be in writing and sent to STATE not more than 7 days after learning of such non-permitted use or disclosure. Such a report will at least: (1) Identify the nature of the non-permitted use or disclosure; (2) Identify the PHI used or disclosed; (3) Identify who made the non-permitted use or disclosure and who received the non-permitted or violating disclosure; (4) Identify what corrective action was taken or will be taken to prevent further non-permitted uses or disclosures; (5) Identify what was done or will be done to mitigate any deleterious effect of the non-permitted use or disclosure; and (6) Provide such other information, including any written documentation, as STATE may reasonably request.
- (d) Consistent with this Agreement, and in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any agents (including contractors and subcontractors), analysts, and others that create, receive, maintain, or transmit protected health information on behalf of the business associate, enter into a business associate agreement with any subcontractors to agree in writing to be bound by the same restrictions, conditions, and requirements that apply to it with respect to such information.
- (e) Document such disclosures of PHI and information related to such disclosures as would be required for STATE to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528
- (f) Mitigate, to the extent practicable, any harmful effects known to it of a use, disclosure, or breach of security with respect to protected information by it in violation of this Agreement.
- (g) In accordance with HIPAA, upon obtaining knowledge of a breach or violation by a subcontractor, take appropriate steps to cure the breach or end the violation, and if such steps are unsuccessful, terminate the agreement.
- (h) Not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by DHS.

4. **STATE'S Duties.** STATE shall:

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

5. Disposition of Data upon Completion, Expiration, or Agreement Termination. Upon completion, expiration, or termination of this Agreement, IMMUNIZATION REGISTRY will return to STATE or destroy all protected information received or created on behalf of STATE for purposes associated with this Agreement. A written certification of destruction or return to Authorized Representative listed in VII.A is required. IMMUNIZATION REGISTRY will retain no copies of such protected information, provided that if both parties agree that such return or destruction is not feasible, or if IMMUNIZATION REGISTRY is required by the applicable regulation, rule or statutory retention schedule to retain beyond the life of this Agreement, IMMUNIZATION REGISTRY will extend the protections of this Agreement to the protected information and refrain from further use or disclosure of such information, except for those purposes that make return or destruction infeasible, for as long as IMMUNIZATION REGISTRY maintains the information. Additional information for destruction and handling is available in the DHS Information Security Policy, Policy numbers 3.7, and 2.19, found at <http://edocs.dhs.state.mn.us/lfserver/Public/DHS-4683-ENG>.

6 Sanctions. In addition to acknowledging and accepting the terms set forth in X Liability of this Agreement relating to liability, the parties acknowledge that violation of the laws and protections described above could result in limitations being placed on future access to protected information, in investigation and imposition of sanctions by the U.S. Department of Health and Human Services, Office for Civil Rights, and/or in civil and criminal penalties.

7. Additional Business Associate Duties. To the extent IMMUNIZATION REGISTRY handles protected health information in order to provide health care-related administrative services on behalf of STATE and is a "Business Associate" of STATE, as that term is defined in HIPAA, IMMUNIZATION REGISTRY shall also:

- (a) Make available protected health information in accordance with 45 CFR §164.524.
- (b) Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.526.

- (c) Comply with the limited disclosure rules set forth in the HITECH Act, HIPAA, and the MGDPA. To the extent possible, disclosures should be in a limited data set, which is largely information with the patients' identifying information removed, "to the extent practicable." Pertinent identifiers include, name and social security number; street address, e-mail address, telephone and fax numbers; certificate/license numbers; vehicle identifiers and serial numbers; URLs and IP addresses; full face photos and any other comparable images; or medical record numbers, health plan beneficiary numbers, and other account numbers. If a limited data set is not feasible, or does not meet the use or disclosure, minimum necessary should be applied. The collection, creation, use, maintenance, and disclosure of protected information shall be limited to "that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government." *See*, respectively, 45 C.F.R. §§ 164.514, 45 C.F.R. §§ 164.502(b) and 164.514(d), and Minn. Stat. § 13.05 subd. 3.
- (d) Make its internal practices, books, records, policies, procedures, and documentation relating to the use, disclosure, and/or security of PHI available to DHS and/or the Secretary of the United States Department of Health and Human Services (HHS) for purposes of determining compliance with the Privacy Rule and Security Standards, subject to attorney-client and other applicable legal privileges.
- (e) Comply with any and all other applicable provisions of the HIPAA Privacy Rule, Administrative, and Security Standards, including future amendments thereto. Develop written policies and procedures for safeguarding and securing PHI and complying with HIPAA and the HITECH Act, and other privacy laws. Designate a privacy official to be responsible for the development and implementation of its policies and procedures as required by 45 C.F.R. Part 164, Subpart E.
- (f) To the extent IMMUNIZATION REGISTRY is to carry out one or more of STATE'S obligation(s) under Subpart E of 45 C.F.R. Part 164, comply with the requirements of Subpart E that apply to STATE in the performance of such obligation(s).

XIII. **INTELLECTUAL PROPERTY RIGHTS.**

Definitions. *Works* means all inventions, improvements, discoveries (whether or not patentable or copyrightable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the IMMUNIZATION REGISTRY, 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 the IMMUNIZATION REGISTRY, its employees, agents, or subcontractors, in the performance of this contract.

Use of Works and Documents. If any Works or Documents are developed by the IMMUNIZATION REGISTRY in the performance of this contract, the STATE and the U.S. Department of Health and Human Services will have royalty free, non-exclusive, and

irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the Works or Documents for government purposes.

XIV. **AFFIRMATIVE ACTION and NON-DISCRIMINATION.**

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

Non-Discrimination.

- A. The IMMUNIZATION REGISTRY 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. See Minnesota Statutes Section 363A.02. The IMMUNIZATION REGISTRY agrees to take affirmative steps to employ, advance in employment, upgrade, train, and recruit minority persons, women, and persons with disabilities.
- B. The IMMUNIZATION REGISTRY must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The IMMUNIZATION REGISTRY agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Minnesota Rule 5000.3550.
- C. The IMMUNIZATION REGISTRY agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

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

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

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

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

DEBARMENT BY STATE, ITS DEPARTMENTS, COMMISSIONS, AGENCIES OR POLITICAL SUBDIVISIONS

IMMUNIZATION REGISTRY certifies that neither it nor its principles is presently debarred or suspended by the STATE, or any of its departments, commissions, agencies, or political subdivisions. The IMMUNIZATION REGISTRY'S certification is a material representation upon which the contract award was based. The IMMUNIZATION REGISTRY shall provide immediate written notice to the 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.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNATRY EXCLUSION

Federal money will be used or may potentially be used to pay for all or part of the work under the contract, therefore the IMMUNIZATION REGISTRY must certify the following, as required by the regulations implementing Executive Order 12549. The

IMMUNIZATION REGISTRY'S certification is a material representation upon which the contract award was based.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this contract, the prospective lower tier participant is providing the certification set out below.
2. 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.
3. 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.
4. 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.
5. 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 CFR 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.
6. 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.
7. 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 CFR 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.

8. 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.
9. 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.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSATIONS

1. The prospective lower tier participant certifies, by submission of this grant 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.
2. 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.

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

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

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

XXII. OTHER PROVISIONS.

1. IMMUNIZATION REGISTRY agrees that it will at all times during the term of the contract 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 the contract whether the operations are by the IMMUNIZATION REGISTRY or by a subcontractor or by anyone directly or indirectly employed by the IMMUNIZATION REGISTRY under the contract.

2. The IMMUNIZATION REGISTRY further agrees to keep in force a blanket employee theft/employee dishonesty policy in at least the total amount of the contract award as either an addendum on its property insurance policy, or, if it is not feasible to include it as an addendum to the property insurance policy, as a stand-alone employee theft/employee dishonesty policy. *The STATE will be named as both a joint payee and the certificate holder on the property insurance policy addendum or on the stand-alone employee theft/employee dishonesty policy, whichever is applicable.* Only in cases in which the contract award exceeds the available employee theft/employee dishonesty coverage may IMMUNIZATION REGISTRY provide blanket employee theft/employee dishonesty insurance in an amount equal to either 25% of the contract amount. *Upon execution of this contract, the IMMUNIZATION REGISTRY shall furnish the STATE with a certificate of employee theft/employee dishonesty insurance.*
3. The IMMUNIZATION REGISTRY agrees that no religious based counseling shall take place under the auspices of this contract.
4. If the IMMUNIZATION REGISTRY has an independent audit, a copy of the audit shall be submitted to the STATE.
5. **SUBCONTRACTS.** No rights or obligation of the IMMUNIZATION REGISTRY under this contract shall be subcontracted by the IMMUNIZATION REGISTRY without prior written approval of the STATE. All subcontracts will incorporate the laws, rules and regulations governing this contract. The IMMUNIZATION REGISTRY shall bear full responsibility for performance under all approved subcontracts, shall forward copies of such subcontracts to the STATE upon request, and shall bear all costs for defense of any litigation arising out of any subcontract.

Payment to Subcontractors

If applicable) As required by Minn. Stat. §471.425, the prime IMMUNIZATION REGISTRY must pay all subcontractors, according to the terms of the contract or, if no contract terms apply, within the standard payment period unless the IMMUNIZATION REGISTRY in good faith disputes the obligation. Standard payment period is defined in Minn. Stat. §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 Minn. Stat. 16A and 16C.15

Date

By: <u>Not Applicable – Paid Through MMIS</u>
Date
Contract No:

2. IMMUNIZATION REGISTRY

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

By
Title
Date

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

(Attorney for IMMUNIZATION REGISTRY)

By
Title
Date

Distribution:

Agency - Original (fully executed) contract
IMMUNIZATION REGISTRY
State Authorized Representative

3. STATE AGENCY

By (with delegated authority)
Title: Deputy Director, PSD

**DHS Immunization Registry Annual Expenditure Report
for Calendar Year Ending 12/31/14**

Name of County or Regional Registry:

Cost Category	Budgeted (CY 2014)	Expenditures (CY 2014)	Difference
1. Salary/Wages & Fringe Benefits			
2. Equipment			
3. Office Supplies			
4. Printing			
5. Postage			
6. Telephone			
7. Office Space (rent)			
8. Subcontracts/Consultants			
9. Other Costs: (specify)			
10. Indirect Cost: (not to exceed 10% of Salary/Wages & Fringe Benefits Total – Line 1)			
11. Travel Costs			
12. SUBTOTAL EXPENDITURES (Sum of lines 1 through 11)			
13. LOCAL EXPENDITURES			
14. TOTAL EXPENDITURES (Sum of lines 12 and 13)			

Total number of registry records with immunization data as of December 31, 2014 for children, ages birth through 20, who received <u>at least two vaccinations.</u>	
--	--

I certify that all expenditures were for appropriate purposes related to Immunization Registry activities.

Prepared by:

Date: _____

Signature:

Telephone:

Name of County or Regional Registry:

Regional and county registries must submit an expenditure report by March 6, 2015 to:

**Redwan Hamza
Minnesota Department of Human Services
P.O. Box 64984
St. Paul, MN 55164-0984
FAX: (651) 431-7426**

Counties participating in a regional registry should submit an expenditure report to the regional registry before March 6, 2015

**DHS Immunization Registry Annual Expenditure Report
for Calendar Year Ending 12/31/14**

Funding Source: Federal and Non-Federal	Amount
1. DHS Immunization Registry C&TC Funds	
2. MDH Registry Grant (county/city portion of regional grant)	
3. CHS Subsidy/Core Functions Funding	
4. Local Taxes	
5. Foundations/Health Plan Grants (specify)	
6. Other (specify source)	
7. Other (specify source)	
8. Other (specify source)	
9. Other (specify source)	
10. Other (specify source)	
FUNDING SOURCE TOTAL: (Sum of lines 1 through 10) (Must equal or exceed line 14 of the expenditures column on page 1)	

Prepared by:

Date: _____

Signature: _____

Telephone:

Regional and county registries must submit
an expenditure report by March 6, 2015 to:

Redwan Hamza
Minnesota Department of Human Services
P.O. Box 64984
St. Paul, MN 55164-0984
FAX: (651) 431-7426

Counties participating in a regional registry should submit an expenditure report to the regional registry before
March 6, 2015

**2015 Immunization Registry
REGIONAL
Budget Worksheet**

Name of Regional Registry:

1. DIRECT STAFFING COSTS: <i>List each position separately. Attach additional sheets if necessary.</i>			
Position	Annual Hours	Full-time Equivalent (FTE)	Total Salary/Wages & Fringe Benefits
TOTALS			

2. EQUIPMENT: *Attach description and justification of equipment costs. If equipment is to be shared with other programs, the equipment expenses must be prorated among the programs sharing the equipment.*

TOTAL EQUIPMENT

3. OFFICE SUPPLIES

4. PRINTING

5. POSTAGE

6. TELEPHONE

7. RENT

8. SUBCONTRACTS/CONSULTANTS COSTS

Please attach description of all subcontract proposals.

2015 Immunization Registry – Regional Budget Worksheet

9. OTHER (List and attach description):	
--	--

10. **INDIRECT COST:** Use a standard indirect cost allowance equal to 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.

TOTAL INDIRECT COSTS	
-----------------------------	--

11. **TRAVEL:** Miles at ¢/mile. The mileage rate shall be at the current Commissioner’s Plan or the IMMUNIZATION REGISTRY rate, whichever is less. *Reimbursement for **Immunization Registry** staff travel to perform required Immunization Registry activities only. As of the date of this Bulletin, the mileage reimbursement rate is 56 cents per mile.*

TOTAL TRAVEL	
---------------------	--

12. SUBTOTAL – REGIONAL IMMUNIZATION REGISTRY BUDGET (Sum 1 through 11)	
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13. OTHER COUNTY COSTS ASSOCIATED WITH REGISTRY ACTIVITIES (Total Amount from Attachment C, Column 2)	
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14. TOTAL REGIONAL IMMUNIZATION REGISTRY BUDGET (Sum of 12 and 13) (Round to the nearest dollar)	
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15. TOTAL NUMBER OF <u>ACTIVE</u> RECORDS FOR CHILDREN, AGES BIRTH THROUGH 20, WHO WERE LISTED IN THE REGIONAL REGISTRY ON JULY 1, 2013 AND HAD RECEIVED AT LEAST TWO VACCINATIONS.	
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16. IMMUNIZATION REGISTRY ACTIVITIES COST PER CHILD <i>Divide Total Regional Immunization Registry Budget (# 14) by the Total Number of Children, Ages Birth Through 20, Who Were Listed In The Regional Registry on July 1, 2013 and Had Received At Least Two Vaccinations. (# 15)</i>	
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**2015 Immunization Registry
COUNTY
Budget Worksheet**

Name of County:

1. DIRECT STAFFING COSTS: <i>List each position separately. Attach additional sheets if necessary.</i>			
Position	Annual Hours	Full-time Equivalent (FTE)	Total Salary/Wages & Fringe Benefits
TOTALS			

2. **EQUIPMENT:** *Attach description and justification of equipment costs. If equipment is to be shared with other programs, the equipment expenses must be prorated among the programs sharing the equipment.*

TOTAL EQUIPMENT

3. **OFFICE SUPPLIES**

4. **PRINTING**

5. **POSTAGE**

6. **TELEPHONE**

7. **RENT**

8. **SUBCONTRACTS/CONSULTANTS COST**
Please attach description of all subcontract proposals.

2015 Immunization Registry – County Budget Worksheet

9. **OTHER** (List and attach description): _____

--

10. **INDIRECT COST:** Use a standard indirect cost allowance equal to 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.

TOTAL INDIRECT COSTS

--

11. **TRAVEL:** _____ miles at _____¢/mile. The mileage rate shall be at the current Commissioner's Plan rate or the current County rate, whichever is less. Reimbursement for **Immunization Registry** staff travel to perform required Immunization Registry activities **only**. As of the date of this Bulletin, the mileage reimbursement rate is **56** cents per mile.

TOTAL TRAVEL

--

12. **TOTAL COUNTY IMMUNIZATION REGISTRY BUDGET**
(Sum of 1 through 11) (Round to the nearest dollar)

--

13. **TOTAL NUMBER OF ACTIVE RECORDS FOR CHILDREN, AGES BIRTH THROUGH 20, WHO WERE LISTED IN THE COUNTY IMMUNIZATION REGISTRY ON JULY 1, 2014 AND HAD RECEIVED AT LEAST TWO VACCINATIONS.**

--

COUNTY'S IMMUNIZATION REGISTRY ACTIVITIES COST PER CHILD

Divide Total County Immunization Registry Budget (# 12) by the Total Number of Children, Ages Birth Through 20, Who Were Listed In the County Immunization Registry On July 1, 2014, And Had Received At Least Two Vaccinations (# 13)

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**2015 Immunization Registry
REGIONAL
Funding Request and Certification**

1	Number of children, ages birth through 20, with active immunization registry records as of July 1, 2014 that indicate receipt of at least two vaccinations.	
2	Percent of children, ages birth through 20, in your regional registry enrolled in Medical Assistance or MinnesotaCare. (Bulletin #14-15-02, Appendix 1, Page 2)	
3	Number of children, ages birth through 20, for which immunization registry funding is being requested. (Multiply # 1 by # 2)	
4	Total amount of Regional Immunization Registry budget for 2015. Include local participating counties immunization registry costs. (Should be same as Attachment A1, Line 14)	
5	Regional Immunization Registry cost per child for 2015. (Divide # 4 by # 1) Enter actual cost or \$1.10 , whichever is less	
6	Amount of Regional Immunization Registry funding being requested for 2015. (Multiply # 5 by # 3)	
7	Percentage of total Regional Immunization Registry funding being requested for 2015. (Divide # 6 by # 4).	
8	Amount of Regional Immunization Registry costs the Registry certifies will be funded with non-Medical Assistance funds. (Subtract # 6 from # 4)	

I hereby certifies that the above funds (Line 8) are allocated to the Regional Immunization Registry activities in an amount sufficient to cover the costs of the registry for non-Medical Assistance and non-MinnesotaCare population enrolled in the registry.

Signature: _____

Date:

Print Name:

Title:

Telephone:

**2015 Immunization Registry
COUNTY
Funding Request and Certification**

1	Number of children, ages birth through age 20, with active registry records as of July 1, 2014 that indicate receipt of at least two vaccinations.	
2	Percent of children, ages birth through 20, in the county enrolled in Medical Assistance or MinnesotaCare. (Bulletin #14-15-02, Appendix 1, Page 1)	
3	Number of children, ages birth through 20, for which immunization registry funding is requested. (Multiply # 1 by # 2)	
4	Total amount of the County Immunization Registry budget for 2015. (Should be same as Attachment A2, Line 12)	
5	County Immunization Registry cost per child for 2015. (Divide # 4 by # 1) Enter actual cost or \$1.10 , whichever is less.	
6	Amount of immunization registry funding being requested for 2015. (Multiply # 5 by # 3)	
7	Percentage of total registry funding requested for 2015. (Divide # 6 by # 4)	
8	Amount of County Immunization Registry costs the Registry certifies will be funded with non-Medical Assistance funds. (Subtract # 6 from # 4)	

_____, hereby certifies that the above funds (Line 8) are allocated to the County Immunization Registry activities in an amount sufficient to cover the costs of the registry for non-Medical Assistance and non-MinnesotaCare population enrolled in the registry.

Signature: _____

Date: _____

Print Name: _____

Title: _____

Telephone: _____

2015 Operational Immunization Registry Certification

Federal/State Requirements: To meet the definition of an operational registry, the following activities must occur. To be eligible for Medical Assistance funding, a registry must meet this definition.	
County/Region:	Registry Coordinator:
Required activities	Please describe the methods used to complete the following activities. Use specific examples where appropriate.
1. Enroll eligible children, ages birth through 20, in the registry, i.e., birth records, historical data, provider input, etc.	
2. Notify families about the existence and function of the registry and that their children are enrolled in the registry. Notify families that they can request their children's records be removed from the registry and provide information about how to remove the records.	State level activities: Registry brochure in newborn packet Notice with birth record verification 800# for parent inquiries Regional/individual county registry activities (Please be specific):
3. Enroll immunization providers as active participants in the registry. Provide the percentage of providers in your county/region that actively participate in the registry. <i>Note: A minimum of 85% of immunization providers must be actively contributing for the registry to receive funding for 2015.</i>	Describe the efforts at the regional and local levels to recruit immunization providers as active participants in the registry: % of providers actively contributing
4. Assure data security and quality, including completeness and accuracy; identify and merge duplicate records. Provide specific information about how this activity is completed.	
5. Enable access to immunization records by authorized persons. (Secure internet access, phone or fax number for requesting records/access, etc.)	
6. Identify all individuals with an active record in the immunization registry and whether the individual is due/late for immunization(s) to enable the production and distribution of reminder/recall notifications.	

I certify that our county or regional immunization registry performs all of the above functions and the above information is accurate.

Name/Title (Please Print)

Signature

Date