

Bulletin

August 1, 2006

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

OF INTEREST TO

- County Directors
- County Public Health Directors
- Regional Immunization Registry Operators

ACTION/DUE DATE

Please read; comply with instructions.

September 15, 2006

EXPIRATION DATE

The policies in this bulletin are ineffective as of August 1, 2008.

2007 Grant Contracts for Immunization Registry Funds Are Due September 15, 2006

TOPIC

2007 Immunization Registry Grant Contract and Funding Request.

PURPOSE

To notify county agencies and Regional Immunization Registries of the 2007 Immunization Registry funding process.

CONTACT

Meredith Martinez

Phone: (651) 431-2623

Fax: (651) 431-7422

E-mail: meredith.martinez@state.mn.us

Electronic submissions to:

Judy Ekern

Phone: (651) 431-2629

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

SIGNED

BRIAN J. OSBERG

Assistant Commissioner

Health Care

BACKGROUND

Medical Assistance (MA) administrative funding is again available through the Child and Teen Checkups Program (C&TC) for CY 2007 to agencies that operate population-based community immunization registries.

C&TC funding is available to regional registries to support community immunization registry operations for children, ages 0-20, enrolled in MA and MinnesotaCare. **Note: that the age range of the designated population eligible for immunization registry operations support has changed to consist of children ages 0-20, excluding those 21 years of age and older.** The maximum reimbursement for actual expenditures for CY 2007, based on 2005 expenditure information, is \$2.14 per child enrolled in MA or MinnesotaCare with a record in the registry.

Regional registry operators will contract directly with the Department of Human Services (DHS) to recover the cost of operating the registry for the designated population. The budget submitted with the contract should include the regional registry operating costs and costs incurred by the local agencies supporting the regional registry.

Counties participating in a regional registry should submit their local immunization registry budgets to the regional registry operator to be included in the regional registry's application for funding. Allowable reimbursement for local agency costs will be paid to the regional registry operator who will distribute the funds to the local county agencies. See the examples of non-allowable local activities that should not be included in the local budget on page 4 of this bulletin.

Counties participating in a regional registry should not submit a separate contract or bill DHS directly for their local agency expenditures. Please contact your regional registry operator for billing instructions.

The regional registry funding application must include a list of participating counties (Attachment C).

Registry operators are responsible for certifying the availability of funds for immunization registry operations for the non-MA or MinnesotaCare populations included in the registry (Attachment B1 or B2). For regional registries, this should be based on certification from participating counties.

Registry operators are responsible for certifying the operational level of the immunization registry (Attachment D). **Note: a minimum of 60% of the region's immunization providers who participate in the VFC program (private and public) must be actively participating in the registry for the registry to qualify for MA funding. This minimum percentage will increase annually.**

BILLING INFORMATION FOR IMMUNIZATION REGISTRY FUNDS

Registry operators should submit claims for immunization registry activities to DHS on the CMS-1500 claim form. The immunization registry HCPCS code **X5340** must be used to bill for immunization registry funds. 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.

Registry operators can claim the full DHS contracted amount only if they spent the total registry budget (Attachment A1, Line 14). If the total expenditures for the calendar year were less than the total registry budget, an expenditure percentage rate must be calculated (divide total expenditures by total registry budget). The percentage rate must be used to determine the contracted amount the registry operator can claim when the total expenditures are less than the total registry budget.

Claims may be submitted up to one year after the date expenditures are incurred. Registry operators are encouraged to bill DHS for immunization registry activities on a monthly basis. Claims may be submitted only for actual expenditures.

If you have questions about billing DHS for immunization registry activities, contact Meredith Martinez at 651-431-2623.

ACTION REQUIRED

Forms to be completed and submitted will be sent to registry operators electronically in fillable Word format.

Complete and submit the required immunization registry contract forms **electronically (e-mail)** by **September 15, 2006** to Judy Ekern, judy.ekern@state.mn.us. Contract applications will be reviewed in the order received. DHS will send an electronic response within 30 days of receipt of the application.

Funding for contracts that are not fully executed by December 31, 2006, and those submitted after January 1, 2007, will be reduced on a prorated basis.

Immunization registry funds received under this agreement 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. Please note that no activities currently included in the Local Collaborative Time Study may be included in the budget for immunization registry funds. Funds received under this agreement cannot be used to obtain other federal funds. For example, these funds cannot be used as “matching” funds for other federal programs.

MATERIALS REQUIRED ON OR BEFORE September 15, 2006:

1. Counties participating in a regional registry must submit the following to your registry operator by August 18, 2006:

- 2007 Immunization Registry County Budget Worksheet (Attachment A2)
This budget 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.
- Local budgets should be sent to the regional office no later than August 18, 2006 to allow the regional registry operator time to complete and submit the regional application.
- The regional registry operator will be responsible for submitting claims on the county's behalf and will reimburse the county for local costs.

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

Non-allowable costs

- 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 export into MIIC of immunization data from public health or school immunization clinics
- Any other activity that is not agreed to by the local agency and the regional Governing Board and/or lead agency as part of regional usage of MIIC
- Fundraising and investment management costs

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

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 as representatives of other local registry users
- Identifying individuals due/late for immunization(s) and producing and distributing reminder/recall notifications

2. Regional registry operators must submit the following to DHS by September 15, 2006:

- Immunization Registry Contractor Information Form (Appendix 2)
This form is to be submitted in lieu of the actual contract.

DHS will use this information to complete the contract which will be sent to you electronically to be printed, signed, and returned to DHS by November 17, 2006. A sample contract can be found in this Bulletin in Appendices 3 and 4.

- 2007 Regional Immunization Registry Budget Worksheet (Attachment A1)
Include the total of participating counties' local costs on Line 12. Include the number of records for children, **ages 0-20**, in the registry on July 1, 2006 on Line 15.
- 2007 Regional Immunization Registry Funding Request and Certification (Attachment B1) Immunization registry funding is only available for children enrolled in MA and MinnesotaCare. Registries must certify that operational funds are available for the non-MA and MinnesotaCare children enrolled in the registry.
- Counties Participating in a Regional Registry (Attachment C)
List each county's share of the regional registry operations 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.

- Operational Registry Certification (Attachment D)
List methods used to complete the required activities. **Note: a minimum of 60% of immunization providers in the region must be actively participating in the registry to receive funding for 2007.**

3. **Metro counties using Minnesota Immunization Information Connection (MIIC) must submit the following to DHS by September 15, 2006:**

- Immunization Registry Contractor Information Form (Appendix 2)
This form is to be submitted in lieu of the actual contract.

DHS will use this information to complete the contract which will be sent to you electronically to be printed, signed, and returned to DHS by November 17, 2006. A sample contract can be found in this Bulletin in Appendices 3 and 4.

- 2007 Immunization Registry County Budget Worksheet (Attachment A2)
Include the number of records for children in your county, **ages 0-20**, in the regional registry on July 1, 2006 on Line 15.
- 2007 Individual County Immunization Registry 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 the non-MA and MinnesotaCare children enrolled in the registry.

- Operational Registry Certification (Attachment D)
List methods used to complete the required activities.
Note: a minimum of 60% of immunization providers in the region must be actively participating in the registry to receive funding for 2007.

Expenditure Report to be submitted by March 1, 2007:

The rate of reimbursement available to registries is established as a statewide rate based on actual cost information. This rate is determined annually based on expenditure reports from counties and regional registries. The Immunization Registry Annual Expenditure Report (Appendix 5) for calendar year 2006 expenses is due on or before **March 1, 2007**. County and regional registry operators may find it useful to track 2007 registry-related costs in the report format to facilitate future expenditure reporting.

Legal Authority

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

Minnesota Rules, parts 9505.1693 to 9505.1748

Minnesota Statutes, §256B.04, subd.1b

Appendices:

Appendix 1:	2004 Minnesota County Population - Ages 0 to 20 2004 Minnesota Regional Population - Ages 0 to 20
Appendix 2:	Immunization Registry Contractor Information
Appendix 3:	Immunization Registry Grant Contract - Regional
Appendix 4:	Immunization Registry Grant Contract - County
Appendix 5:	Immunization Registry Annual Expenditure Report

Attachments:

Attachment A1:	2007 Immunization Registry Budget - Regional
Attachment A2:	2007 Immunization Registry Budget - County
Attachment B1:	2007 Immunization Registry Funding Request and Certification (regional registry application)
Attachment B2:	2007 Immunization Registry Funding Request and Certification (county registry application)
Attachment C:	Counties Participating in a Regional Registry
Attachment D:	Operational Registry Certification

If required, attach a Board Resolution (naming it Attachment E) from your registry designating the fiscal agent for the Immunization Registry

Due Date: Submit electronic forms by September 15, 2006 to: judy.ekern@state.mn.us

2004 Minnesota County Population – Ages 0 to 20

#	County	Estimated Total Population Ages 0-20 (July 2004)	MA and MnCare Ages 0-20 (07/31/04)	Percent on MA & MnCare	#	County	Estimated Total Population Ages 0-20 (July 2004)	MA and MnCare Ages 0-20 (07/31/04)	Percent on MA & MnCare
1	Aitkin	3,572	1,551	43%	45	Marshall	2,621	770	29%
2	Anoka	98,671	16,721	17%	46	Martin	5,456	1,727	32%
3	Becker	8,801	3,331	38%	47	Meeker	6,571	1,504	23%
4	Beltrami	13,558	6,185	46%	48	Mille Lacs	7,055	2,163	31%
5	Benton	11,115	2,130	19%	49	Morrison	9,562	2,582	27%
6	Big Stone	1,447	477	33%	50	Mower	10,878	3,159	29%
7	Blue Earth	15,796	3,148	20%	51	Murray	2,327	561	24%
8	Brown	7,417	1,476	20%	52	Nicollet	9,228	1,473	16%
9	Carlton	9,001	2,181	24%	53	Nobles	5,933	1,860	31%
10	Carver	26,660	2,139	8%	54	Norman	1,925	687	36%
11	Cass	7,480	3,092	41%	55	Olmsted	38,781	7,338	19%
12	Chippewa	3,380	995	29%	56	Otter Tail	15,037	4,158	28%
13	Chisago	14,937	2,723	18%	57	Pennington	3,592	947	26%
14	Clay	15,947	3,640	23%	58	Pine	7,504	2,321	31%
15	Clearwater	2,315	1,028	44%	59	Pipestone	2,586	687	27%
16	Cook	1,126	229	20%	60	Polk	8,705	2,801	32%
17	Cottonwood	3,262	1,031	32%	61	Pope	2,877	842	29%
18	Crow Wing	15,844	4,748	30%	62	Ramsey	146,851	45,849	31%
19	Dakota	117,988	14,352	12%	63	Red Lake	1,102	360	33%
20	Dodge	6,087	959	16%	64	Redwood	4,565	1,290	28%
21	Douglas	8,713	2,277	26%	65	Renville	4,668	1,548	33%
22	Faribault	4,062	1,057	26%	66	Rice	18,401	2,900	16%
23	Fillmore	5,862	1,272	22%	67	Rock	2,685	603	22%
24	Freeborn	8,209	2,145	26%	68	Roseau	5,026	736	15%
25	Goodhue	12,595	1,834	15%	69	St. Louis	51,125	14,031	27%
26	Grant	1,530	504	33%	70	Scott	37,626	3,883	10%
27	Hennepin	306,304	73,746	24%	71	Sherburne	25,330	3,515	14%
28	Houston	5,520	1,027	19%	72	Sibley	4,466	1,069	24%
29	Hubbard	4,788	1,786	37%	73	Stearns	42,240	7,492	18%
30	Isanti	10,598	2,202	21%	74	Steele	10,449	2,382	23%
31	Itasca	11,394	3,824	34%	75	Stevens	2,873	374	13%
32	Jackson	2,832	640	23%	76	Swift	2,779	917	33%
33	Kanabec	4,520	1,412	31%	77	Todd	7,040	2,330	33%
34	Kandiyohi	11,682	3,912	33%	78	Traverse	985	391	40%
35	Kittson	1,279	353	28%	79	Wabasha	6,216	1,003	16%
36	Koochiching	3,470	1,147	33%	80	Wadena	3,737	1,547	41%
37	Lac Qui Parle	1,961	534	27%	81	Waseca	5,296	1,316	25%
38	Lake	2,617	718	27%	82	Washington	66,833	6,791	10%
39	Lake of the Woods	1,090	321	29%	83	Watsonwan	3,327	909	27%
40	Le Sueur	7,675	1,426	19%	84	Wilkin	1,939	549	28%
41	Lincoln	1,517	402	26%	85	Winona	13,856	2,389	17%
42	Lyon	7,223	1,631	23%	86	Wright	34,427	4,980	14%
43	McLeod	10,721	2,020	19%	87	Yellow Medicine	2,845	785	28%
44	Mahnomen	1,578	810	51%	TOTAL		1,469,469	324,655	22%

2004 Minnesota Immunization Registry Population – Ages 0 to 20

Immunization Registry	Estimated Population Ages 0-20 (July 2004)	MA and MinnesotaCare Ages 0-20 (7/31/04)	Percent on MA and MinnesotaCare
1. Anoka County	98,671	16,721	17%
2. Carver County	26,660	2,139	8%
3. Central Minnesota Immunization Connection (CMIC)	113,112	18,117	16%
4. Communities Caring for Children (CCC)	42,822	13,930	33%
5. Community Health Information Collaborative (CHIC)	184,140	54,986	30%
6. IMMTRACK	67,140	12,648	19%
7. IMMULINK	571,143	133,947	23%
8. Scott County	37,626	3,883	10%
9. Southeast Minnesota Immunization Connection (SEMIC)	118,453	23,508	20%
10. Southwest Minnesota Immunization Information Connection (SW-MIIC)	142,869	37,985	27%
11. Washington County	66,833	6,791	10%

**Minnesota Department of Human Services
2007 Immunization Registry Contract
Contractor Information**

Please complete the information below.

* **Registry Name and Address:** _____

City State Zip Code

* Check One: _____ County Government Entity _____ Non-profit Organization

* Social Security or Federal I.D. No. _____

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

* **Registry's Authorized Representative:** _____

* Telephone Number: _____ Fax Number: _____

* E-mail Address: _____

* **Information Privacy & Security Responsible Representative:** _____

* **Counties Participating in the Registry:** _____

* **Fiscal agent for the Immunization Registry:** _____

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

* **Provider Number which will be used to bill for 2007 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.

* Required Fields

**STATE OF MINNESOTA
GRANT CONTRACT**

PAY FROM MMIS

Originator – fill in the Account(s) (Org #) and Requisition Agency # this grant/contract will be charged to. Fill in the total amount of grant contract and the amount to be encumbered IF this grant/contract spans more than one fiscal year. Use the assigned AGPS Order number below to pay invoices for this grant/contract.

Org # _____ Req # H55 _____

total amount of contract: **\$0.00**

amount of contract first fy: **\$0.00**

Accounting Information

Contract Coordinator – fill in fields below when encumbered:

fiscal year: _____

vendor number: _____

Accounting Distribution 1:

Org #: _____

fund: _____

rept cat: _____

commodity code: _____

object code: _____

Amount: _____

Accounting Distribution 2:

Org #: _____

fund: _____

rept. cat: _____

commodity code: _____

object code: _____

Amount: _____

AGPS Grant/Order #: _____ / _____

Number/Date/Initials

Individual signing certifies that funds have been encumbered as required by MS § 16A15

NOTICE TO CONTRACTOR: You are required by Minnesota Statutes, Section 270.66 to provide your social security number or Federal Employer Tax Identification Number and Minnesota Tax Identification Number if you do business with the State of Minnesota. This information may be used in the enforcement of federal and state tax laws. Supplying these numbers could result in action to require you to file state tax returns and pay delinquent state tax liabilities. This contract will not be approved unless these numbers are provided. These numbers will be available to federal and state tax authorities and state personnel involved in approving the contract and the payment of state obligations.

Contractor Name and Address: _____

City State Zip Code

Soc. Sec. or Federal Employer I.D. No. _____

Minnesota Tax I.D. No. (if applicable) _____

**THIS PAGE OF THE CONTRACT CONTAINS PRIVATE INFORMATION.
EXCEPT AS DEFINED ABOVE, THIS PAGE SHOULD NOT BE REPRODUCED
OR DISTRIBUTED EXTERNALLY WITHOUT EXPRESS WRITTEN PERMISSION
OF THE CONTRACTOR**

If you circulate this contract internally, only offices that require access to the tax identification number AND all individuals/offices signing this contract should have access to this page.

**STATE OF MINNESOTA
REGIONAL CONTRACT**

THIS CONTRACT, and amendments and supplements thereto, is between State of Minnesota, acting through its Department of Human Services (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 256.01 is empowered to enter into contracts for the following services: for the operation of population-based immunization registries targeting Medical Assistance and MinnesotaCare enrolled children, ages 0-20; and

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

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

WHEREAS, _____ will be the fiscal agent for the IMMUNIZATION REGISTRY; 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. The IMMUNIZATION REGISTRY shall:

- A. Enroll children from participating counties, ages 0-20, 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 private and public immunization providers as contributors to the registry's data base and assist the counties in training 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 individuals 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 # 06-15-02 and its Appendices 1 through 5 which are on file with the STATE'S Performance Measurement & Quality Improvement Division, 540 Cedar Street, St. Paul, MN 55155.

- H. Comply with the IMMUNIZATION REGISTRY'S Budget Worksheet (Attachment A1), Funding Request and Certification (Attachment B1), Counties Participating in a Regional Registry worksheet (Attachment C) and the Operational Registry Certification (Attachment D) which are attached and incorporated into this contract.

II. **CONSIDERATION AND 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, ages 0-20, enrolled in Medical Assistance (MA) and MinnesotaCare (Appendix 1 of the DHS Bulletin #06-15-02) and 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 immunization registry expenditures and divided by the number of children, ages 0-20, with records in the immunization registry. Compensation shall be consistent with the IMMUNIZATION REGISTRY'S Budget Worksheet (Attachment A1) and the Funding Request and Certification (Attachment B1) for CY 2007. Reimbursement shall be based on actual expenditures. Payment for this contract will be made to the IMMUNIZATION REGISTRY'S designated fiscal agent: _____.
_____.
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; provided, that the IMMUNIZATION REGISTRY shall be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current Commissioner's Plan (which is incorporated by reference) promulgated by the Commissioner of Employee Relations. The 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.
3. The total obligation of the STATE for all compensation and reimbursements to the IMMUNIZATION REGISTRY shall not exceed _____ dollars (\$0.00).
4. A transfer of funds into or out of a budget line item in an amount which will exceed 10% of the approved amount under this contract or \$3,000.00, whichever is less, must be requested in writing in advance by the IMMUNIZATION REGISTRY and have prior written approval by the STATE.
5. (If applicable.) For compensation payable under this contract, which is subject to withholding under state or federal law, appropriate amounts will be deducted and withheld by the STATE as required.

B. **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

Provider Number _____ when submitting a claim. Claims will be submitted in a timely manner and according to the following schedule: _____.

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

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, 2007, or upon the date that the final required signature is obtained by the STATE, pursuant to Minnesota Statutes, Section 16C.05, Subd 2, whichever occurs later, and shall remain in effect until December 31, 2007. **The IMMUNIZATION REGISTRY must not begin work under this contract until this contract is fully executed and the IMMUNIZATION REGISTRY has been notified by the STATE'S Authorized Representative to begin work.** 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; XVIII. Ownership of Equipment; and XX. Jurisdiction and Venue.

VI. **CANCELLATION.**

A. For Cause or Convenience. This contract may be canceled by the STATE or 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 this contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination will be by written or fax notice to the IMMUNIZATION REGISTRY. The STATE is not obligated to pay for any services that are provided after notice and effective date of termination. 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 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.

VII. AUTHORIZED REPRESENTATIVES AND RESPONSIBLE AUTHORITY.

A. STATE. The STATE'S Authorized Representative for the purposes of administration of this contract is Meredith Martinez, Immunization Program Coordinator or her successor. Such representative shall have final authority for acceptance of the IMMUNIZATION REGISTRY'S services and to determine if such services are satisfactory.

B. IMMUNIZATION REGISTRY. The IMMUNIZATION REGISTRY'S Authorized Representative for the purposes of administering this contract is:

Name: _____ or his/her successor.

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

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

C. Information Privacy and Security. STATE'S responsible authority for the purposes of complying with data privacy and security for this agreement is Meredith Martinez, Immunization Program Coordinator, or her successor. IMMUNIZATION REGISTRY'S responsible authority for the purposes of complying with data privacy and security for this agreement is _____ (Name & Title) or his/her successor.

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 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**

A. 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:

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

B. Business Associate. To the extent IMMUNIZATION REGISTRY handles protected health information in order to provide health care-related administrative services on behalf of the STATE, IMMUNIZATION REGISTRY will be considered a "Business Associate", as that term is defined in HIPPA, of the STATE.

C. Duties Relating to Protection of Information.

- (1) 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 A.

- (2) 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 Minnesota Statutes § 13.05 subdivision 3.
- (3) Part of Welfare System. IMMUNIZATION REGISTRY will be considered part of the “welfare system,” as defined in Minnesota Statutes §13.46, subdivision 1, and agrees to be bound by applicable state and federal laws governing the security and privacy of information.
- (4) Data 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.

D. IMMUNIZATION REGISTRY’S Use of Information. IMMUNIZATION REGISTRY shall:

- (1) 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.
- (2) Use appropriate safeguards to prevent use or disclosure of the protected information by its employees, subcontractors and agents other than as provided for by this 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.
- (3) Report to STATE any privacy or security incident of which it becomes aware. 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 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.
- (4) Consistent with this Agreement, ensure that any agents (including Contractors and subcontractors), analysts, and others to whom it provides protected information, agree in writing to be bound by the same restrictions and conditions that apply to it with respect to such information.

- (5) 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.
- E. Sanctions. In addition to acknowledging and accepting the terms set forth in Section X 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.
- F. Additional Business Associate Duties. In addition to the duties already detailed in this section, IMMUNIZATION REGISTRY shall:
- (1) Make available protected health information in accordance with 45 CFR §164.524.
 - (2) Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.526.
 - (3) Make its internal practices, books, records, policies, procedures, and documentation relating to the use, disclosure, and/or security of protected health information available to the other Party and/or the Secretary of the United States Department of Health and Human Services (HHS) for purposes of determining compliance with the Privacy Rule and Security Standards, subject to attorney-client and other applicable legal privileges.
 - (4) Comply with any and all other applicable provisions of the HIPAA Privacy Rule and Security Standards, including future amendments thereto.
 - (5) Document such disclosures of protected health information and information related to such disclosures as would be required for STATE to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.
 - (6) Provide to STATE information required to respond to a request by an individual for an accounting of disclosures of protected health information in accordance with 45 CFR §164.528.

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 the contract. *Works* includes “*Documents.*” *Documents* are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials,

whether in tangible or electronic forms, prepared by the 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. 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 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 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 health 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 § 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. **ANTITRUST.** The IMMUNIZATION REGISTRY hereby assigns to the State of Minnesota any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota.
- XVII. **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.
- XVIII. **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.
- XIX. **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 \$300,000 or more of federal assistance in a fiscal year shall obtain a financial and compliance audit made in accordance with the Single Audit Act, or OMB Circular A-133, as applicable. Effective December 31, 2003, grantees whose current fiscal year will end after December 31, 2003 can receive up to \$500,000 during their respective fiscal years before having to comply with the Act. Those grantees whose current fiscal year ends on or before December 31, 2003 will have to wait until their next fiscal year begins to meet the new dollar requirements. Failure to comply with these requirements could result in forfeiture of federal funds.

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

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

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

XX. **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.

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

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

APPROVED:

**1. STATE ENCUMBRANCE
VERIFICATION**

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

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

2. IMMUNIZATION REGISTRY

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

By:
Title:
Date:

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

(Attorney for IMMUNIZATION REGISTRY)

By:
Title:
Date:

3. STATE AGENCY

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

Distribution:

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

**STATE OF MINNESOTA
GRANT CONTRACT**

PAY FROM MMIS

Originator – fill in the Account(s) (Org #) and Requisition Agency # this grant/contract will be charged to. Fill in the total amount of grant contract and the amount to be encumbered IF this grant/contract spans more than one fiscal year. Use the assigned AGPS Order number below to pay invoices for this grant/contract.

Org # _____ Req # H55 _____

total amount of contract: **\$0.00**

amount of contract first fy: **\$0.00**

Accounting Information

Contract Coordinator – fill in fields below when encumbered:

fiscal year: _____

vendor number: _____

Accounting Distribution 1:

Org #: _____

fund: _____

rept cat: _____

commodity code: _____

object code: _____

Amount: _____

Accounting Distribution 2:

Org #: _____

fund: _____

rept. cat: _____

commodity code: _____

object code: _____

Amount: _____

AGPS Grant/Order #: _____ / _____

Number/Date/Initials

Individual signing certifies that funds have been encumbered as required by MS § 16A15

NOTICE TO CONTRACTOR: You are required by Minnesota Statutes, Section 270.66 to provide your social security number or Federal Employer Tax Identification Number and Minnesota Tax Identification Number if you do business with the State of Minnesota. This information may be used in the enforcement of federal and state tax laws. Supplying these numbers could result in action to require you to file state tax returns and pay delinquent state tax liabilities. This contract will not be approved unless these numbers are provided. These numbers will be available to federal and state tax authorities and state personnel involved in approving the contract and the payment of state obligations.

Contractor Name and Address:

City State Zip Code

Soc. Sec. or Federal Employer I.D. No. _____

Minnesota Tax I.D. No. (if applicable) _____

**THIS PAGE OF THE CONTRACT CONTAINS PRIVATE INFORMATION.
EXCEPT AS DEFINED ABOVE, THIS PAGE SHOULD NOT BE REPRODUCED
OR DISTRIBUTED EXTERNALLY WITHOUT EXPRESS WRITTEN PERMISSION
OF THE CONTRACTOR**

If you circulate this contract internally, only offices that require access to the tax identification number
AND all individuals/offices signing this contract should have access to this page.

**STATE OF MINNESOTA
COUNTY CONTRACT**

THIS CONTRACT, and amendments and supplements thereto, is between State of Minnesota, acting through its Department of Human Services (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 256.01 is empowered to enter into contracts for the following services: for the operation of population-based immunization registries targeting Medical Assistance and MinnesotaCare enrolled children, ages 0-20; and

WHEREAS, the STATE is authorized to use grant funds to contract for the operation of population-based immunization registries under section 1902 (a) (43), S 1905 (a)(4)(B) and S 1905 (r) of the Social Security Act as amended in Omnibus Budget Reconciliation Act (OBRA) of 1989, Minnesota Rules 9505.1693 to 9505.1748 and Minnesota Statute 256B.04; 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.** The IMMUNIZATION REGISTRY shall:
- A. Enroll children from participating counties, ages 0-20, 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 private and public immunization providers as contributors to the registry's data base 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 individuals 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 # 06-15-02 and its Appendices 1 through 5 which are on file with the STATE'S Performance Measurement & Quality Improvement Division, 540 Cedar Street, St. Paul, MN 55155.
 - H. Comply with the IMMUNIZATION REGISTRY'S Budget Worksheet (Attachment A2), Funding Request and Certification (Attachment B2) and the Operational Registry Certification (Attachment D) which are attached and incorporated into this contract.

II. CONSIDERATION AND 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, ages 0-20, enrolled in Medical Assistance (MA) and MinnesotaCare (Appendix 1 of the DHS Bulletin #06-15-02) and 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 immunization registry expenditures and divided by the number of children, ages 0-20, with records in the immunization registry. Compensation shall be consistent with the IMMUNIZATION REGISTRY'S Budget Worksheet (Attachment A2) and the Funding Request and Certification (Attachment B2) for CY 2007. 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; provided, that the IMMUNIZATION REGISTRY shall be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current Commissioner's Plan (which is incorporated by reference) promulgated by the Commissioner of Employee Relations. The 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.
3. The total obligation of the STATE for all compensation and reimbursements to the IMMUNIZATION REGISTRY shall not exceed _____ dollars (\$0.00).
4. A transfer of funds into or out of a budget line item in an amount which will exceed 10% of the approved amount under this contract or \$3,000.00, whichever is less, must be requested in writing in advance by the IMMUNIZATION REGISTRY and have prior written approval by the STATE.
5. (If applicable.) For compensation payable under this contract, which is subject to withholding under state or federal law, appropriate amounts will be deducted and withheld by the STATE as required.

B. **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 Provider Number when submitting a claim. Claims will be submitted in a timely manner and according to the following schedule: _____.
2. (Where applicable. If blank this section does not apply.) Payments are to be made from federal funds obtained by the STATE through Title XIX of the Social Security Act of 1995 (Public law 42 U.S.C. 1396 (a) and amendments thereto) Catalog of Federal Domestic Assistance (CFDA) No. 93.778. If at any time such

funds become unavailable, this grant shall be terminated immediately upon written notice of such fact by the STATE to the IMMUNIZATION REGISTRY. In the event of such termination, the IMMUNIZATION REGISTRY shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

- 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, 2007, or upon the date that the final required signature is obtained by the STATE, pursuant to Minnesota Statutes, Section 16C.05, Subd 2, whichever occurs later, and shall remain in effect until December 31, 2007. **The IMMUNIZATION REGISTRY must not begin work under this contract until this contract is fully executed and the IMMUNIZATION REGISTRY has been notified by the STATE'S Authorized Representative to begin work.** The IMMUNIZATION REGISTRY shall have a continuing obligation, after said contract period, to comply with the following provisions of contract clauses: XI. Liability; XII. State Audits; XIII. Information Privacy Protection; XIV. Intellectual Property Rights; XIX. Ownership of Equipment; and XXI. Jurisdiction and Venue.
- VI. **CANCELLATION.**
- A. For Cause or Convenience.** This contract may be canceled by the STATE or 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 this contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination will be by written or fax notice to the IMMUNIZATION REGISTRY. The STATE is not obligated to pay for any services that are provided after notice and effective date of termination. 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 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.

VII. **STATE'S AUTHORIZED REPRESENTATIVE.** The STATE'S Authorized Representative for the purposes of administration of this contract is Meredith Martinez, Immunization Registries Funding Coordinator or her successor. Such representative shall have final authority for acceptance of the IMMUNIZATION REGISTRY'S services and to determine if such services are satisfactory.

VIII. **IMMUNIZATION REGISTRY'S AUTHORIZED REPRESENTATIVE.** The IMMUNIZATION REGISTRY'S Authorized Representative for the purposes of administering this contract is:

Name: _____ or his/her successor.

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

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

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

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

XI. **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 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.

XII. **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.

XIII. **INFORMATION PRIVACY PROTECTION**

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 the STATE, and/or conducting other health care operations on behalf of the STATE. In carrying out its duties, the IMMUNIZATION REGISTRY will

be handling protected health information and other private information concerning individual STATE clients. As such, the IMMUNIZATION REGISTRY agrees to be bound by the state and federal laws protecting the privacy of information, including the Data Practices Act, Medical Records Act, Health Insurance Portability Accountability Act (HIPAA), and federal drug and alcohol treatment regulations.

Because the 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 Privacy Official's Office located at the Minnesota Department of Human Services Central Office, 444 Lafayette Road North, St. Paul, MN 55155-3813 and is incorporated herein by reference.

XIV. **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 the contract. *Works* includes "*Documents.*" *Documents* are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the 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.

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

- XVI. **WORKERS' COMPENSATION.** The IMMUNIZATION REGISTRY certifies that it is in compliance with Minnesota Statute § 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.
- XVII. **ANTITRUST.** The IMMUNIZATION REGISTRY hereby assigns to the State of Minnesota any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota.
- XVIII. **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.
- XIX. **OWNERSHIP OF EQUIPMENT.** The STATE shall have the right to require transfer of all equipment purchased with contract funds (including title) to the STATE or to an eligible non-STATE party named by the STATE. This right will normally be exercised by

the STATE only if the project or program for which the equipment was acquired is transferred from one IMMUNIZATION REGISTRY to another.

- XX. **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 \$300,000 or more of federal assistance in a fiscal year shall obtain a financial and compliance audit made in accordance with the Single Audit Act, or OMB Circular A-133, as applicable. Effective December 31, 2003, grantees whose current fiscal year will end after December 31, 2003 can receive up to \$500,000 during their respective fiscal years before having to comply with the Act. Those grantees whose current fiscal year ends on or before December 31, 2003 will have to wait until their next fiscal year begins to meet the new dollar requirements. Failure to comply with these requirements could result in forfeiture of federal funds.

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

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

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

committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

XXI. **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.

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

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

APPROVED:

**1. STATE ENCUMBRANCE
VERIFICATION**

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

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

3. STATE AGENCY

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

2. IMMUNIZATION REGISTRY

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

By:
Title:
Date:

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

(Attorney for IMMUNIZATION REGISTRY)

By:
Title:
Date:

Distribution:

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

DHS Immunization Registry Annual Expenditure Report for Calendar Year Ending 12/31/06

County or Regional Registry _____

Cost Category	Budgeted (CY 2006)	Expenditures (CY 2006)	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 actual Salary/Wages & Fringe Benefits Cost – Line 2)			
11. Travel Costs			
12. SUBTOTAL EXPENDITURES (Sum of lines 1 through 11)			
13. LOCAL EXPENDITURES			
14. TOTAL EXPENDITURES (Sum of lines 12 and 13)			

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

Prepared by: _____
Print Name

Date: _____

Signature: _____

Telephone: _____

Submit by March 1, 2007 to: **Meredith Martinez**
Minnesota Department of Human Services
P.O. Box 64986
St. Paul, MN 55164-0986
FAX: (651) 431-7422

DHS Immunization Registry Annual Expenditure Report for Calendar Year Ending 12/31/06

County or Regional Registry: _____
(Regional Registry Operators: Submit for both your region and your local County)

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 11 of the Expenditures Report column on page 1)	

Total number of registry records with immunization data As of December 31, 2006 for children ages 0-20.	
--	--

Prepared by: _____ Date: _____

Signature: _____ Telephone: _____

Submit by March 1, 2007 to: Meredith Martinez
Minnesota Department of Human Services
P.O. Box 64986
St. Paul, MN 55164-0986
FAX: (651) 431-7422

**2007 Immunization Registry
Regional
Budget Worksheet**

Regional Registry: _____

1. DIRECT STAFFING COSTS: *List each position separately. Attach additional sheets if necessary.*

Position	Annual Hours	Full-time Equivalent (FTE)	Total Salary/Wages & Fringe Benefits
TOTALS			

2. EQUIPMENT: *Equipment expenses must be prorated for Immunization Registry use. Attach description and justification of equipment costs.*

TOTAL EQUIPMENT	
------------------------	--

3. OFFICE SUPPLIES

--	--

4. PRINTING

--	--

5. POSTAGE

--	--

6. TELEPHONE

--	--

7. RENT

--	--

8. SUBCONTRACTS/CONSULTANTS COST

--	--

2007 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 (Commissioner's rate or County rate, whichever is less)
*Reimbursement for **Immunization Registry** staff travel to perform required Immunization Registry activities only.*

TOTAL TRAVEL

--

12. **SUBTOTAL – REGIONAL REGISTRY COSTS**
(Sum 1 through 11)

--

13. **PARTICIPATING COUNTIES LOCAL BUDGETED COSTS**
(Total Amount from Attachment C)

--

14. **TOTAL IMMUNIZATION REGISTRY BUDGET**
(Sum of 12 and 13) (Round to the nearest dollar)

--

15. **TOTAL NUMBER OF RECORDS FOR CHILDREN, AGE 0-20, IN THE REGISTRY ON JULY 1, 2006.**

--

16. **IMMUNIZATION REGISTRY ACTIVITIES COST PER CHILD**
Divide Total Immunization Registry Budget (# 14) by the Number of Children ages 0-20 in your regional registry as of July 1, 2006 (# 15).

--

**2007 Immunization Registry
County
Budget Worksheet**

County: _____

If your county does not participate in or contract with a regional registry, use Attachment A2.

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: <i>Equipment expenses must be prorated for Immunization Registry use. Attach description and justification of equipment costs.</i>	
TOTAL EQUIPMENT	

3. OFFICE SUPPLIES	
---------------------------	--

4. PRINTING	
--------------------	--

5. POSTAGE	
-------------------	--

6. TELEPHONE	
---------------------	--

7. RENT	
----------------	--

8. SUBCONTRACTS/CONSULTANTS COST	
---	--

2007 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 (Commissioner's rate or County rate, whichever is less)
*Reimbursement for **Immunization Registry** staff travel to perform required Immunization Registry activities only.*

TOTAL TRAVEL

12. **SUBTOTAL – COUNTY LOCAL BUDGETED COSTS**
(Sum 1 through 11)

13. **AMOUNT FOR WHICH THE COUNTY WILL CONTRACT WITH A REGIONAL REGISTRY OPERATOR**

14. **TOTAL COUNTY IMMUNIZATION REGISTRY BUDGET**
(Sum of 12 and 13) (Round to the nearest dollar)

15. **TOTAL NUMBER OF RECORDS FOR CHILDREN IN YOUR COUNTY, AGE 0-20, IN THE REGIONAL REGISTRY ON JULY 1, 2006.**

16. **COUNTY'S IMMUNIZATION REGISTRY ACTIVITIES COST PER CHILD** (Divide Total Immunization Registry Budget (# 14) by the Number of Children ages 0-20 in your county registry as of July 1, 2006 (# 15).

Attachment B1

2007 Regional Immunization Registry Funding Request and Certification

For regional registry application only

1	Number of children, ages 0-20, with immunization records in the registry as of July 1, 2006.	
2	Percent of children, ages 0-20, in your regional Registry enrolled in MA or MinnesotaCare. (Appendix 1, Page 2)	
3	Number of children, ages 0-20, for which you are requesting immunization registry funding. (Multiply # 1 by # 2)	
4	Amount of immunization registry budget for your county for 2006. Include local county costs. (Should be same as Attachment A1, Line 14)	
5	Immunization registry cost per child for 2007. (Divide # 4 by # 1) Enter actual cost or <u>\$2.14</u> , whichever is less	
6	Amount you are requesting for immunization registry funding for 2007. (Multiply # 5 by # 3)	
7	Percentage of total registry funding you are requesting for 2007. (Divide # 6 by # 4)	
8	Amount of immunization registry costs you are certifying will be funded with non-Medical Assistance funds. (Subtract # 6 from # 4)	

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

Signature: _____

Date: _____

Print Name: _____

Title: _____

Telephone: () _____

Attachment B2

2007 Individual County Immunization Registry Funding Request and Certification

For individual county registry only

1	Number of children in your county, ages 0-20, with immunization records in the registry as of July 1, 2006.	
2	Percent of children, ages 0-20, in your county enrolled in Medical Assistance or MinnesotaCare. (Appendix 1, Page 1)	
3	Number of children, ages 0-20, for which you are requesting immunization registry funding. (Multiply # 1 by # 2)	
4	Amount of immunization registry budget for your county for 2007. (Should be same as Attachment A2, Line 14)	
5	Immunization registry cost per child for 2007. (Divide # 4 by # 1) Enter actual cost or <u>\$2.14</u> , whichever is less.	
6	Amount you are requesting for immunization registry funding for 2007. (Multiply # 5 by # 3)	
7	Percentage of total registry funding you are requesting for 2007. (Divide # 6 by # 4)	
8	Amount of immunization registry costs you are certifying will be funded with non-Medical Assistance funds. (Subtract # 6 from # 4)	

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

Signature: _____

Date: _____

Print Name: _____

Title: _____

Telephone: () _____

Attachment C

2007 Counties Participating in a Regional Registry

Registry Name: _____

[illegible]

2007 Operational 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	Briefly describe the methods used to complete this activity:
1. Enrollment of eligible children, ages 0-20, in the registry, i.e., birth records, historical data, provider input, etc.	
2. Notification of families of the existence and function of the registry and of the enrollment of their children in the registry. Families must be told that they have the option of removing their children's records from the registry.	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. Enrollment of private immunization providers as active contributors to the registry. What percentage of private providers in your county/region actively contribute to the registry? <i>Note: A minimum of 60% of providers must be contributing to receive funding for 2007.</i>	Describe the efforts at the regional and local levels to recruit private providers as contributors to the registry: _____% of providers actively contributing
4. Assurance of data security and quality, including completeness and accuracy, identifying and merging duplicate records.	
5. Enabling access to immunization records by authorized persons. (Secure internet access, phone or fax number for requesting records/access, etc.)	
6. Identification of individuals due/late for immunization(s) to enable the production and distribution of reminder/recall notifications.	

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

 Name/Title (Please Print)

Signature

Date

*Amended 8/30/06 - Box 3 corrected from 50% to 60%.