

# Bulletin

August 1, 2008

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, 2008

## EXPIRATION DATE

The policies in this bulletin are ineffective as of August 1, 2010

## 2009 Grant Contracts for Immunization Registry Funds Are Due September 15, 2008

### TOPIC

2009 Immunization Registry Grant Contract and Funding Request.

### PURPOSE

To notify county agencies and Regional Immunization Registries of the 2009 Immunization Registry funding process.

### CONTACT

Meredith Martinez

Phone: (651) 431-2623

Fax: (651) 431-7422

E-mail: [meredith.martinez@state.mn.us](mailto:meredith.martinez@state.mn.us)

Electronic submissions to:

Judy Ekern

Phone: (651) 431-2629

E-mail: [judy.ekern@state.mn.us](mailto:judy.ekern@state.mn.us)

### SIGNED

BRIAN J. OSBERG

Assistant Commissioner Health Care

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## BACKGROUND

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Medical Assistance (MA) administrative funding is available through the Child and Teen Checkups Program (C&TC) for calendar year (CY) 2009 to agencies that operate population-based community immunization registries. C&TC funding is available to regional immunization registries to support registry operations for children, ages birth through 20, enrolled in MA and MinnesotaCare. Immunization registry operators can contract directly with the 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 2009, based on 2007 Immunization Registry Annual Expenditure Report information, is **\$1.45** per child enrolled in MA or MinnesotaCare with an active record in the registry. For further information or if you have questions contact:

Meredith Martinez  
Minnesota Department of Human Services  
P.O. Box 64986  
St. Paul, MN 55164-0986  
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E-mail: [meredith.martinez@state.mn.us](mailto:meredith.martinez@state.mn.us)

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## FUNDING APPLICATION FORMS AND SUBMISSION INFORMATION

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Please note that this announcement includes all the information and funding application forms needed to apply for immunization registry funding. Copies of all required forms are provided in the appendices and attachments of this bulletin. The funding application forms will be sent to immunization registry operators electronically in fillable Word format. Additionally, this bulletin will be available on the DHS web site.

To apply for immunization registry funding, registry operators must complete the required funding application forms and submit them **electronically (e-mail)** to Judy Ekern, [judy.ekern@state.mn.us](mailto:judy.ekern@state.mn.us) on or before **September 15, 2008**. DHS will review the funding application forms in the order received within 30 days of receipt. Following DHS approval of the application forms, Immunization Registry Authorized Representatives, whose forms have been approved, will be notified by e-mail and provided with an electronic copy of the 2009 immunization registry contract. The registry operators must print three copies of the contract, sign all copies and return them to DHS for signature by November 17, 2008. Immunization Registry activities cannot be reimbursed without an approved 2009 immunization registry contract signed by all parties. The contracts must be returned to DHS:

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

## **FUNDING APPLICATION FORMS REQUIRED:**

### **1. Regional registry operators must submit the following funding application forms to DHS by September 15, 2008:**

- Immunization Registry Contractor Information Form (Appendix 2)  
DHS will use this information to complete a contract between DHS and the registry operator which will be sent back electronically to be printed, signed, and returned to DHS by November 17, 2008. 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. A sample contract for your review can be found in this bulletin in Appendices 3 and 4.
- 2009 Regional Immunization Registry Budget Worksheet (Attachment A1)  
This budget worksheet must include the total estimated regional registry budget. Include the total of participating counties' local costs on Line 12. Include the number of records for children, ages birth through 20, who have received at least two vaccinations, in the registry on July 1, 2008 on Line 15.
- 2009 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 sufficient operational funds are available and will be expended 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 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.
- Operational Registry Certification (Attachment D)  
List methods used to complete the required activities. A minimum of 65% of immunization providers in the region must be actively participating in the registry to receive funding for 2009.
- **Counties participating in a regional registry must submit the following to your regional registry operator by August 15, 2008:**
  - 2009 Immunization Registry County Budget Worksheet (Attachment A2)  
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.

- Local budgets must be submitted to the regional registry office no later than August 15, 2008 to allow the regional registry operator time to complete and submit the regional funding application forms to DHS.
- 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:

**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:

**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. Metro counties using Minnesota Immunization Information Connection (MIIC) must submit the following funding application forms to DHS by September 15, 2008:**

- Immunization Registry Contractor Information Form (Appendix 2)  
DHS will use this information to complete a contract between DHS and the registry operator which will be sent back electronically to be printed, signed, and returned to DHS by November 17, 2008. 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. A sample contract for your review can be found in this bulletin in Appendices 3 and 4.

- 2009 Immunization Registry County Budget Worksheet (Attachment A2)  
Include the number of records for children, ages birth through 20, who have received at least two vaccinations, in the regional registry on July 1, 2008 on Line 13.
- 2009 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. A minimum of 65% of immunization providers in the region must be actively participating in the registry to receive funding for 2009. Registry operators are responsible for certifying the availability of funds and operational level of immunization registry activities 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.

**Note: a minimum of 65% of the region's immunization providers who participate in the Minnesota Vaccines for Children (MnVFC) program must be actively participating in the registry for the registry to qualify for MA funding. This minimum percentage will increase annually.**

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### FUNDING RESTRICTIONS

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Funding for contracts that are not fully executed by December 31, 2008, and those submitted after January 1, 2009, 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 they spent the total registry budget (Attachment A1, Line 14). If the total expenditures for the calendar year were less than the total projected 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.

**Note:** Activities currently included in the Local Collaborative Time Study may **NOT** be included in the budget for immunization registry funds. Funds received under the contract cannot be used to obtain other federal funds. For example, these funds cannot be used as "matching" funds for other federal programs.

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## BILLING REQUIREMENTS

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Registry operators must submit claims for immunization registry activities to DHS electronically on the MN-ITS 837P or CMS-1500 claim form. **Note: By July 15, 2009, electronic submission of all Minnesota-based health care claims will be required (HF1078-Uniform Electronic Transaction and Implementation Guide Standards).** If your agency has questions about this electronic submission requirement, 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 their "Unique Minnesota Provider Identifier" (UMPI) number when billing for immunization registry funds.**

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.

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 must be submitted only for actual expenditures.

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## ANNUAL REPORTING REQUIREMENT

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**CY 2008 Immunization Registry Annual Expenditure Report (Appendix 5) must be submitted to DHS by March 1, 2009:**

Registry operators are required to submit a CY 2008 Immunization Registry Annual Expenditure Report. The report is needed 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 2009 registry-related costs in the report format to facilitate future expenditure reporting. **Counties participating in a regional registry must submit an expenditure report to the regional registry. The regional registry will be responsible for submitting an expenditure report to DHS that will include county expenditure information.**

In CY 2009, registries will be asked to report the number of records in the registry for children ages birth through 20 who have received at least two vaccinations. This change will be reflected in the 2008 Immunization Registry Annual Expenditure Report due in 2009.

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## LEGAL AUTHORITY

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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

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## APPENDICES AND ATTACHMENTS

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### Appendices:

Appendix 1:	2006 Minnesota County Population - Ages birth through 20 2006 Minnesota Regional Population - Ages birth through 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:	2009 Immunization Registry Budget - Regional
Attachment A2:	2009 Immunization Registry Budget - County
Attachment B1:	2009 Immunization Registry Funding Request and Certification (regional registry application)
Attachment B2:	2009 Immunization Registry Funding Request and Certification (county registry application)
Attachment C:	Counties Participating in a Regional Registry
Attachment D:	Operational Registry Certification

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## SPECIAL NEEDS

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This information is available in other forms to persons with disabilities by contacting us at (651)-431-2629 (voice) or toll free at (800) 657-3756.

TTY/TDD users can call the Minnesota Relay at 711 or (800) 627-3529. For the speech-to-speech relay, call (877) 627-3848.

## 2006 Minnesota County Population – Ages 0 to 20

#	County	Estimated Total Population Ages 0-20 (July 2006)	MA and MnCare Ages 0-20 (07/31/06)	Percent on MA & MnCare	#	County	Estimated Total Population Ages 0-20 (July 2006)	MA and MnCare Ages 0-20 (07/31/06)	Percent on MA & MnCare
1	Aitkin	3,559	1,436	40%	45	Marshall	2,545	682	27%
2	Anoka	98,438	17,612	18%	46	Martin	5,267	1,625	31%
3	Becker	8,697	3,256	37%	47	Meeker	6,442	1,449	22%
4	Beltrami	13,737	6,294	46%	48	Mille Lacs	7,022	2,186	31%
5	Benton	11,007	2,200	20%	49	Morrison	9,299	2,399	26%
6	Big Stone	1,348	396	29%	50	Mower	10,890	3,243	30%
7	Blue Earth	16,673	3,239	19%	51	Murray	2,220	548	25%
8	Brown	6,994	1,372	20%	52	Nicollet	9,307	1,627	17%
9	Carlton	8,940	2,330	26%	53	Nobles	6,148	2,013	33%
10	Carver	27,568	2,028	7%	54	Norman	1,795	660	37%
11	Cass	7,360	3,175	43%	55	Olmsted	39,992	7,951	20%
12	Chippewa	3,343	926	28%	56	Otter Tail	14,596	4,000	27%
13	Chisago	14,879	2,705	18%	57	Pennington	3,792	925	24%
14	Clay	16,690	3,782	23%	58	Pine	7,227	2,287	32%
15	Clearwater	2,279	986	43%	59	Pipestone	2,550	728	29%
16	Cook	1,034	213	21%	60	Polk	8,536	2,588	30%
17	Cottonwood	3,154	972	31%	61	Pope	2,714	737	27%
18	Crow Wing	15,751	4,552	29%	62	Ramsey	145,779	47,446	33%
19	Dakota	118,442	15,651	13%	63	Red Lake	1,088	346	32%
20	Dodge	6,046	965	16%	64	Redwood	4,354	1,269	29%
21	Douglas	8,707	2,323	27%	65	Renville	4,609	1,425	31%
22	Faribault	3,899	970	25%	66	Rice	18,369	3,169	17%
23	Fillmore	5,701	1,208	21%	67	Rock	2,626	600	23%
24	Freeborn	7,970	2,107	26%	68	Roseau	4,864	713	15%
25	Goodhue	12,296	1,996	16%	69	St. Louis	50,897	13,602	27%
26	Grant	1,472	488	33%	70	Scott	39,689	4,204	11%
27	Hennepin	311,580	74,568	24%	71	Sherburne	26,297	3,838	15%
28	Houston	5,299	991	19%	72	Sibley	4,371	1,033	24%
29	Hubbard	4,646	1,727	37%	73	Stearns	42,911	7,818	18%
30	Isanti	10,543	2,268	22%	74	Steele	10,573	2,517	24%
31	Itasca	11,358	3,813	34%	75	Stevens	2,885	389	13%
32	Jackson	2,785	652	23%	76	Swift	2,623	762	29%
33	Kanabec	4,289	1,417	33%	77	Todd	6,729	2,261	34%
34	Kandiyohi	11,772	3,936	33%	78	Traverse	948	336	35%
35	Kittson	1,228	321	26%	79	Wabasha	6,063	1,026	17%
36	Koochiching	3,324	1,089	33%	80	Wadena	3,678	1,537	42%
37	Lac qui Parle	1,826	504	28%	81	Waseca	5,335	1,276	24%
38	Lake	2,403	664	28%	82	Washington	67,631	7,014	10%
39	Lake of the Woods	1,042	321	31%	83	Watsonwan	3,272	837	26%
40	Le Sueur	7,638	1,515	20%	84	Wilkin	1,878	496	26%
41	Lincoln	1,498	372	25%	85	Winona	14,346	2,479	17%
42	Lyon	7,324	1,620	22%	86	Wright	35,839	4,977	14%
43	McLeod	10,865	1,992	18%	87	Yellow Medicine	2,859	761	27%
44	Mahnomen	1,601	897	56%	<b>TOTAL</b>		<b>1,477,860</b>	<b>329,628</b>	<b>22%</b>



**2006 Minnesota Immunization Registry Population – Ages 0 to 20**

<b>Immunization Registry</b>	<b>Estimated Population Ages 0-20 (July 2006)</b>	<b>MA and MinnesotaCare Ages 0-20 (7/31/06)</b>	<b>Percent on MA and MinnesotaCare</b>
1. Anoka County	98,438	17,612	18%
2. Carver County	27,568	2,028	7%
3. Central Minnesota Immunization Connection (CMIC)	116,054	18,833	16%
4. Communities Caring for Children (CCC)	42,113	13,422	32%
5. Community Health Information Collaborative (CHIC)	182,029	54,228	30%
6. IMMTRACK	67,588	13,035	19%
7. IMMULINK	575,801	137,665	24%
8. Southeast Minnesota Immunization Connection (SEMIC)	119,176	24,483	21%
9. Southwest Minnesota Immunization Information Connection (SW-MIIC)	141,773	37,104	26%
10. Washington County	67,631	7,014	10%

**Minnesota Department of Human Services  
2009 Immunization Registry Contract  
Contractor Information**

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

**Registry Name and Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
City State Zip Code

**Check One:** \_\_\_\_\_ County Government Entity \_\_\_\_\_ Non-profit Organization

**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 (name of person):** \_\_\_\_\_

**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 which will be used when submitting claims for 2009 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 REGIONAL GRANT CONTRACT**

THIS CONTRACT, and amendments and supplements thereto, is between State of Minnesota, acting through its Department of Human Services – Performance Measurement & Quality Improvement Division (hereinafter STATE) and \_\_\_\_\_, an independent IMMUNIZATION REGISTRY, 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 programming which benefits Medical Assistance enrollees such as 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 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, 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 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 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 # 08-15-02 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 and incorporated herein by reference.
- H. Comply with the IMMUNIZATION REGISTRY'S Budget Worksheet (Attachment A2), Funding Request and Certification (Attachment B2) and the Operational Registry Certification (Attachment D) and revisions thereto as approved by the STATE shall be attached and incorporated into this contract.

## 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, ages 0-20, enrolled in Medical Assistance (MA) and MinnesotaCare (Appendix 1 of the DHS Bulletin #08-15-02) 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 record of receiving at least two vaccinations 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 2009. 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 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 (\$\_\_\_\_\_).
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. 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 submitted on the MN-ITS 837P or Centers for Medicare and Medicaid Services CMS-1500 claim form. The Healthcare Common Procedure Coding System (HCPCS) code X5340 must be used to bill for immunization registry expenditures. Claims will be submitted in a timely manner and according to the following schedule: \_\_\_\_\_.
2. (Where applicable. If blank this section does not apply.) Payments are to be made from federal funds obtained by the STATE through Title XIX of the Social Security Act of 1995 (Public law 42 U.S.C. 1396 (a) and amendments thereto) Catalog of Federal Domestic Assistance (CFDA) No. 93.778. If at any time such funds become unavailable, this contract shall be terminated immediately upon written notice of such fact by the STATE to the 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 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. 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 contracts, 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 01, 2009**, or upon the date that the final required signature is obtained by the STATE, pursuant to Minnesota Statutes, Section 16C.05, Subdivision 2, whichever occurs later, and shall remain in effect through **December 31, 2009**, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. IMMUNIZATION REGISTRY understands that NO work should begin under this contract until ALL required signatures have been obtained, and 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 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, 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 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.
- C. **Breach.** Notwithstanding clause VI, A, upon STATE'S knowledge of a curable material breach of the contract by IMMUNIZATION REGISTRY, STATE shall provide IMMUNIZATION REGISTRY written notice of the breach and ten (10) days to cure the breach. If IMMUNIZATION REGISTRY does not cure the breach within the time allowed, IMMUNIZATION REGISTRY will be in default

of this contract and STATE may cancel the contract immediately thereafter. If IMMUNIZATION REGISTRY has breached a material term of this contract and cure is not possible, 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 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.

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.

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

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.** IMMUNIZATION REGISTRY agrees to indemnify and save and hold the STATE, its representatives and employees harmless from any and all claims or causes of action, including all attorney fees incurred by the STATE, arising from the performance of this contract by IMMUNIZATION REGISTRY or IMMUNIZATION REGISTRY'S agents or employees. This clause shall not be construed to bar any legal remedies IMMUNIZATION REGISTRY may have for the STATE'S failure to fulfill its obligations pursuant to this contract.

XI. **STATE AUDITS.** Under Minn. Stat. §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 contract, includes any or all of the following:
  - (a) Private data (as defined in Minn. Stat. §13.02, subdivision 12), confidential data (as defined in Minn. Stat. §13.02, subdivision 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 § 164.501); and
  - (e) Other data subject to applicable state and federal statutes, rules, and regulations affecting the collection, storage, use, or dissemination of private or confidential information.
2. **Duties Relating to Protection of Information.**
  - (a) **Duty to ensure proper handling of information.** 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 subdivision 3.

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

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

- (a) Only release information which it is authorized by law or regulation to share with 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 and/or Retention of Protected Information/Data upon Completion, Expiration, or Contract Termination.**

Upon completion, expiration, or termination of this contract, IMMUNIZATION REGISTRY will return or destroy all protected information received from STATE or created or received by IMMUNIZATION REGISTRY for purposes associated with this contract. 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 contract, IMMUNIZATION REGISTRY will extend the protection of the Information Privacy and Security Clause of this contract to the protected information not returned or destroyed, and refrain from further use or disclosure of such information for as long as IMMUNIZATION REGISTRY retains the protected information.

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

7. **Additional Business Associate Duties.** To the extent 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) Make its internal practices, books, records, policies, procedures, and documentation relating to the use, disclosure, and/or security of protected health information available to the other Party and/or the Secretary of the United States Department of Health and Human Services (HHS) for purposes of determining compliance with the Privacy Rule and Security Standards, subject to attorney-client and other applicable legal privileges.
- (d) Comply with any and all other applicable provisions of the HIPAA Privacy Rule and Security Standards, including future amendments thereto.
- (e) Document such disclosures of protected health information and information related to such disclosures as would be required for STATE to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.
- (f) Provide to STATE information required to respond to a request by an individual for an accounting of disclosures of protected health information in accordance with 45 CFR §164.528.

### **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 requirements for IMMUNIZATION REGISTRIES with more than 40 full-time employees and a contract in excess of \$100,000:** If IMMUNIZATION REGISTRY has had more than 40 full-time employees within the State of Minnesota on a single working day during the previous twelve months preceding the date IMMUNIZATION REGISTRY submitted its response to the STATE, it must have an affirmative action plan, approved by the Commissioner of Human Rights of the State of

Minnesota, for the employment of qualified minority persons, women and persons with disabilities. See Minnesota Statutes section 363A.36 (2003). If IMMUNIZATION REGISTRY has had more than 40 full-time employees on a single working day during the previous twelve months in the state in which it has its primary place of business, then IMMUNIZATION REGISTRY must **either:** 1) have a current Minnesota certificate of compliance issued by the Minnesota Commissioner of Human Rights; **or** 2) certify that it is in compliance with federal Affirmative Action requirements.

**Affirmative Action and Non-Discrimination requirements for all IMMUNIZATION REGISTRIES:**

- 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, 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 5000.3550
- C. 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 disabilities.

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

**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, 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 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.

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.**

- A. 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: \$1,000,000 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.
- B. 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.*

- C. IMMUNIZATION REGISTRY agrees that no religious based counseling shall take place under the auspices of this contract.
- D. If the IMMUNIZATION REGISTRY has an independent audit, a copy of the audit shall be submitted to the STATE.
- E. **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. §16A.1245, the prime IMMUNIZATION REGISTRY must pay all subcontractors, less any retainage, within 10 calendar days of the prime 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: <b><u>Not Applicable for MMIS</u></b>
Date:
Grant No:

**3. STATE AGENCY**

By (with delegated authority)
Title: <b>Director, PMQI</b>
Date:

**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 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) contract  
IMMUNIZATION REGISTRY  
State Authorized Representative



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

THIS CONTRACT, and amendments and supplements thereto, is between State of Minnesota, acting through its Department of Human Services – Performance Measurement & Quality Improvement Division (hereinafter STATE) and the County of \_\_\_\_\_, an independent contractor, not an employee of the State of Minnesota, address \_\_\_\_\_ (hereinafter IMMUNIZATION REGISTRY), witnesseth that:

WHEREAS, the STATE, pursuant to Minnesota Statutes section 256.01 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, 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 Statutes, section 256B.04; and

WHEREAS 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, 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 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 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 # 08-15-02 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 and incorporated herein by reference.
- H. Comply with the IMMUNIZATION REGISTRY'S Budget Worksheet (Attachment A2), Funding Request and Certification (Attachment B2) and the Operational Registry Certification (Attachment D) and revisions thereto as approved by the STATE shall be attached and incorporated into this contract.

## 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, ages 0-20, enrolled in Medical Assistance (MA) and MinnesotaCare (Appendix 1 of the DHS Bulletin #08-15-02) 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 record of receiving at least two vaccinations 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 2009. 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 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 IMMUNIZATION REGISTRY shall not exceed \_\_\_\_\_ dollars (\$\_\_\_\_\_).
  - 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. 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 submitted on the MN-ITS 837P or Centers for Medicare and Medicaid Services CMS-1500 claim form. The Healthcare Common Procedure Coding System (HCPCS) code X5340 must be used to bill for immunization registry expenditures. Claims will be submitted in a timely manner and according to the following schedule: \_\_\_\_\_.
2. (Where applicable. If blank, this section does not apply.) Payments are to be made from federal funds obtained by the STATE through Title XIX of the Social Security Act of 1995 (Public law 42 U.S.C. 1396 (a) and amendments thereto) Catalog of Federal Domestic Assistance (CFDA) No. 93.778. If at any time such funds become unavailable, this contract shall be terminated immediately upon written notice of such fact by the STATE to the 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 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. 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 01, 2009**, or upon the date that the final required signature is obtained by the STATE, pursuant to Minnesota Statutes, Section 16C.05, Subdivision 2, whichever occurs later, and shall remain in effect through **December 31, 2009**, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. IMMUNIZATION

REGISTRY understands that NO work should begin under this contract until ALL required signatures have been obtained, and 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 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, 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 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.
- C. **Breach.** Notwithstanding clause VI.A, upon STATE'S knowledge of a curable material breach of the contract by IMMUNIZATION REGISTRY, STATE shall provide IMMUNIZATION REGISTRY written notice of the breach and ten (10) days to cure the breach. If IMMUNIZATION REGISTRY does not cure the breach within the time allowed, IMMUNIZATION REGISTRY will be in default of this contract and STATE may cancel the contract immediately thereafter. If IMMUNIZATION REGISTRY has breached a material term of this contract and cure is not possible, 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 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.

B. **IMMUNIZATION REGISTRY.** The IMMUNIZATION REGISTRY'S Authorized Representative is \_\_\_\_\_ or his/her successor.

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

XI. **STATE AUDITS.** Under Minn. Stat. §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 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), and federal drug and alcohol treatment regulations.

Because IMMUNIZATION REGISTRY is handling protected health information and providing health care services to clients on behalf of STATE, 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 the STATE'S Central Office, 540 Cedar Street, St. Paul, MN 55164-0998 and is incorporated herein by reference.

### **XIII. INTELLECTUAL PROPERTY RIGHTS.**

**Definitions.** *Works* means all inventions, improvements, discoveries (whether or not patentable or copyrightable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the 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. Minnesota Statutes section 363A.02. 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 5000.3550

- C. 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 disabilities.

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

**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, Minn. Stat. 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, 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 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.

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.**

- A. IMMUNIZATION REGISTRY agrees that no religious based counseling shall take place under the auspices of this contract.
- B. If the IMMUNIZATION REGISTRY has an independent audit, a copy of the audit shall be submitted to the STATE.
- C. **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. §16A.1245, the prime contractor must pay all subcontractors, less any retainage, within 10 calendar days of the prime contractor's receipt of payment from the STATE for undisputed services provided by 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: <b><u>Not Applicable for MMIS</u></b>
Date
Grant No:

**3. STATE AGENCY**

By (with delegated authority)
Title: <b>Director, PMQI</b>
Date

**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 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) contract  
IMMUNIZATION REGISTRY  
State Authorized Representative

## DHS Immunization Registry Annual Expenditure Report for Calendar Year Ending 12/31/08

County or Regional Registry: \_\_\_\_\_

Cost Category	Budgeted (CY 2008)	Expenditures (CY 2008)	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)			

<b>Total number of registry records with immunization data as of December 31, 2008 for children ages 0-20 who received <u>at least two vaccinations</u>.</b>	
--	--

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

Prepared by: \_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Telephone: \_\_\_\_\_

Submit by **March 01, 2009** 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 12/31/08

County or Regional Registry: \_\_\_\_\_

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)	
<b>FUNDING SOURCE TOTAL: (Sum of lines 1 through 10)</b> <b>(Must equal or exceed line 14 of the expenditures column on page 1)</b>	

Prepared by: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Telephone: \_\_\_\_\_

Submit by March 01, 2009 to: Meredith Martinez  
Minnesota Department of Human Services  
P.O. Box 64986  
St. Paul, MN 55164-0986  
FAX: (651) 431-7422

**2009 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
<b>TOTALS</b>			

**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.

## 2009 Immunization Registry – Regional Budget Worksheet

<b>9. OTHER</b> (List and attach description): _____	
<b>10. INDIRECT COST:</b> <i>Use a standard indirect cost allowance equal to 10% of the <u>direct salary and fringe benefits</u> of providing the service in lieu of determining the actual indirect cost. Any other indirect cost rate must be based on and supported by a cost allocation plan.</i>	
<b>TOTAL INDIRECT COSTS</b>	
<b>11. TRAVEL:</b> _____ miles at _____ ¢/mile (Commissioner's rate or IMMUNIZATION REGISTRY rate, whichever is less) <i>Reimbursement for <b>Immunization Registry</b> staff travel to perform required Immunization Registry activities <b>only</b>. As of the date of this Bulletin, the mileage reimbursement rate is 58.5 cents per mile.</i>	
<b>TOTAL TRAVEL</b>	
<b>12. SUBTOTAL – REGIONAL IMMUNIZATION REGISTRY BUDGET</b> (Sum 1 through 11)	
<b>13. OTHER COUNTY COSTS ASSOCIATED WITH REGISTRY ACTIVITIES</b> (Total Amount from Attachment C, Column 2)	
<b>14. TOTAL REGIONAL IMMUNIZATION REGISTRY BUDGET</b> (Sum of 12 and 13) (Round to the nearest dollar)	
<b>15. TOTAL NUMBER OF RECORDS FOR CHILDREN, AGE 0-20, WITH AT LEAST TWO VACCINATIONS, IN THE REGIONAL IMMUNIZATION REGISTRY ON JULY 1, 2008.</b>	
<b>16. IMMUNIZATION REGISTRY ACTIVITIES COST PER CHILD</b> <i>Divide Total Regional Immunization Registry Budget (# 14) by the Total Number of records for children, ages 0-20, with at least two vaccinations, in the Regional Immunization Registry on July 1, 2008 (# 15).</i>	

**2009 Immunization Registry  
COUNTY  
Budget Worksheet**

County: \_\_\_\_\_

**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
<b>TOTALS</b>			

**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.

**2009 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.*  
As of the date of this Bulletin, the mileage reimbursement rate is 58.5 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 RECORDS FOR CHILDREN, AGE 0-20, WITH AT LEAST TWO VACCINATIONS, IN THE COUNTY IMMUNIZATION REGISTRY ON JULY 1, 2008.**

**14. COUNTY'S IMMUNIZATION REGISTRY ACTIVITIES COST PER CHILD**

(Divide Total County Immunization Registry Budget (# 12) by the total of records for Children ages 0-20, with at least two vaccinations, in the County Immunization Registry on July 1, 2008 (# 13))



**2009 Immunization Registry**  
**REGIONAL**  
**Funding Request and Certification**

1	Number of children, ages 0-20, with immunization records indicating receipt of at least two vaccinations, in the registry as of July 1, 2008.	
2	Percent of children, ages 0-20, in your regional registry enrolled in Medical Assistance or MinnesotaCare. (Bulletin # 08-15-02, Appendix 1, Page 2)	
3	Number of children, ages 0-20, for which immunization registry funding is being requested. (Multiply # 1 by # 2)	
4	Total amount of Regional Immunization Registry budget for 2009. Include local participating counties immunization registry costs. (Should be same as Attachment A1, Line 14)	
5	Regional Immunization Registry cost per child for 2009. (Divide # 4 by # 1) Enter actual cost or <b>\$1.45</b> , whichever is less	
6	Amount of Regional Immunization Registry funding being requested for 2009. (Multiply # 5 by # 3)	
7	Percentage of total Regional Immunization Registry funding being requested for 2009. (Divide # 6 by # 4).	
8	Amount of Regional Immunization Registry costs you are certifying will be funded with non-Medical Assistance funds. (Subtract # 6 from # 4)	

\_\_\_\_\_ 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: ( ) \_\_\_\_\_

**2009 Immunization Registry  
COUNTY  
Funding Request and Certification**

1	Number of children, ages 0-20, with immunization records indicating receipt of at least two vaccinations, in the County Immunization Registry on July 1, 2008.	
2	Percent of children, ages 0-20, in the county enrolled in Medical Assistance or MinnesotaCare. (Bulletin # 08-15-02, Appendix 1, Page 1)	
3	Number of children, ages 0-20, for which immunization registry funding is being requested. (Multiply # 1 by # 2)	
4	Total amount of the County Immunization Registry budget for 2009. (Should be same as Attachment A2, Line 12)	
5	County Immunization Registry cost per child for 2009. (Divide # 4 by # 1) Enter actual cost or <b>\$1.45</b> , whichever is less.	
6	Amount of immunization registry funding being requested for 2009. (Multiply # 5 by # 3)	
7	Percentage of total registry funding you are requesting for 2009. (Divide # 6 by # 4)	
8	Amount of County Immunization Registry costs you are certifying 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: ( ) \_\_\_\_\_

## 2009 Counties Participating in a Regional Immunization Registry

**Registry Name:** \_\_\_\_\_

[illegible]

## 2009 Operational Immunization Registry Certification

<b>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.</b>	
<b>County/Region:</b> _____	<b>Registry Coordinator:</b> _____
<b>Required activities</b>	<b>Briefly describe the methods used to complete this activity:</b>
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 65% of providers must be contributing to receive funding for 2009.</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. Please provide specific examples of how this activity will be carried out.	
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 county or regional immunization registry performs all of the above functions and the above information is accurate.

\_\_\_\_\_  
Name/Title (Please Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date