

**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of the immunization registry and of the enrollment of their children and the option to have their children's records withdrawn.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