

**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of the immunization registry and of the enrollment of their children and the option to have their children's records withdrawn.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: <u>Not Applicable for MMIS</u>
Date
Grant No:

3. STATE AGENCY

By (with delegated authority)
Title: Director, PMQI
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