



Request for Proposal for MNsurance Marketing Campaign

Minnesota's Commitment to Diversity and Inclusion

The State of Minnesota is committed to diversity and inclusion in its public procurement process. The goal is to ensure that those providing goods and services to the State are representative of our Minnesota communities and include businesses owned by minorities, women, veterans and those with substantial physical disabilities. Creating broader opportunities for historically under-represented groups provides for additional options and greater competition in the marketplace, creates stronger relationships and engagement within our communities, and fosters economic development and equality.

To further this commitment, the Department of Administration operates a program for Minnesota-based small businesses owned by minorities, women, veterans and those with substantial physical disabilities. For additional information on this program, or to determine eligibility, please call 651-296-2600 or go to www.mmd.admin.state.mn.us/mn02001.htm.

MNSure Project Overview

Background

MNSure is an online health-insurance marketplace that facilitates the comparison, choice and purchase of health care coverage for individuals and small businesses. Through MNSure, individuals and employees have access to comparable information on costs, benefits, health care providers, quality and customer satisfaction for an array of coverage options. With this information, these individuals can choose and enroll in the health benefit plan that best fits their personal and family needs. MNSure is the only place eligible individuals and small businesses can receive an advanced premium tax credit and cost-sharing reductions. By engaging consumers in a one-stop shopping experience with transparent information, MNSure helps make purchasing health insurance easier and more understandable, puts more control and choice in the hands of individuals and employees of small businesses, and ideally will create greater market competition.

MNSure's executive leadership team prioritizes ingenuity, innovation, creative thinking and a get-it-done attitude. As an organization, MNSure will be open, honest and inclusive as it looks to increase enrollment through its website.

Purpose

MNSure is beginning its fourth statewide marketing campaign aimed at reaching all individuals and populations who need affordable, comprehensive health care coverage. All proposals must be received by MNSure no later than **3 p.m., Central Daylight Time, April 19, 2016. See the section titled, "Proposal Submission Instructions," for submission requirements.**

This request for proposal (RFP) seeks proposals from qualified firms or contractors capable of leveraging existing efforts and initiatives and enhancing them with production, media buying and marketing analysis services to produce a marketing campaign.

Approaches may include strategic planning, creative development (including but not limited to television, radio, print, digital and mobile), collateral and/or product development, promotions, account management, marketing strategy and support, and implementation.

The projected audience for the MNSure marketing campaign includes: 1) Those who currently purchase health insurance coverage on their own, including individuals that qualify for Medical Assistance, MinnesotaCare or a qualified health plan with or without tax credits; 2) uninsured individuals; 3) individuals who previously obtained coverage through MNSure and need to re-enroll; 4) small business employees and employers; and 5) external stakeholders such as navigators, brokers, grantees and other partners.

The State recognizes that some firms may have a higher level of expertise on a specific section of the scope of work outlined. Given that the statement of work crosses multiple marketing platforms and is targeted towards diverse populations, vendors may want to consider establishing partnerships with other entities that are experts and have experience in specialized areas.

MNSure is seeking innovative and flexible proposals that increase enrollment through the exchange, and raise awareness of MNSure.

While MNSure is not setting a maximum cost limit on proposal submissions, it is important to note that price will be a significant consideration during the evaluation period; MNSure will evaluate proposals based on “best value.” The table below lists the approximate spending on the MNSure statewide marketing campaign for the 2015 and 2016 open enrollment periods.

Open Enrollment Year	Marketing Campaign Services	Media Purchases
2015	\$1,000,000.00	\$2,000,000.00
2016	\$680,000.00	\$1,500,000.00

Responder Eligibility

Pursuant to section 1311 of the ACA, a health carrier or an entity that is treated under subsection (a) or (b) of section 52 of the Internal Revenue Code of 1986 as a member of the same controlled group of corporations (or under common control with) as a health carrier is not eligible to carry out responsibilities or perform functions required of an exchange. Responders must describe how they are an eligible Responder to this RFP (see “[Proposal Content Cover Letter](#)” below).

Time Frame

This RFP is seeking development of a marketing campaign that will run from approximately September 2016 through February 2017 (encompassing the national open enrollment period). Additional marketing efforts outside of open enrollment to promote special enrollment periods, progress MNSure has made in technology and customer service, as well as general audience awareness, may also be considered. The State anticipates a contract will be executed during July 2016 with work commencing immediately thereafter, with an anticipated end date of June 30, 2017. MNSure reserves the right to extend the contract, in increments determined by MNSure, not to exceed a total contract term of five years.

Goal

The goal of this RFP is to obtain detailed cost, work plan and timeline proposals for the design and management of a comprehensive statewide marketing and public relations campaign that will drive all audiences to purchase health insurance through MNSure. This RFP is seeking innovative and flexible solutions for marketing and promoting MNSure. Vendor must show ability to adapt to changing market realities throughout the course of the campaign. The incumbent will also work closely with MNSure’s outreach team to help facilitate marketing and awareness of enrollment events, as well as select broker and/or navigator partners.

Key Objectives:

- Design and manage an innovative, flexible and multifaceted advertising campaign that drives enrollment in health insurance plans through MNSure.

- Effectively reach diverse audiences, including those who are traditionally more uninsured, underinsured and/or experiencing health disparities, as well as more affluent audiences who currently purchase health insurance on their own but would benefit from the services available only through MNSure.
- Maintain strong endorsement and support from key stakeholders and all Minnesotans.

Submitted proposals will be reviewed and a contractor selected based on the stated evaluation framework.

Sample Tasks (Scope of Work)

This RFP is seeking individuals or companies that will design, develop and produce a comprehensive statewide marketing and public relations campaign for MNSure.

Proposers must be capable of working in close collaboration with MNSure staff and consultants to carry out contract deliverables within the established timeframe.

All Responders must produce detailed cost, a work plan and implementation timeline estimates as part of their proposal.

Responders may also propose additional tasks or innovative activities if they will substantially improve the results of the campaign. Proposed optional tasks or activities must be identified and separated from the required items on both the work plan and cost proposal.

The selected contractor will work closely with the following in performing its work: 1) the MNSure director of marketing and communications; 2) the MNSure deputy director for external affairs; 3) the MNSure outreach staff, and 3) other MNSure staff and leadership.

Task 1: Design a Multi-faceted Statewide Marketing and Public Relations Campaign for MNSure

Building upon the market research, previous marketing campaign assets and outreach and communications planning work already completed, the selected vendor will develop and manage a results oriented marketing and public relations campaign.

The proposed solution and approach shall be guided by several key strategies and supporting concepts:

1. A focus on increasing enrollment that targets:
 - a. Individuals who currently purchase health insurance on their own/no access to employer sponsored coverage
 - b. Diverse communities that are typically uninsured or underinsured
 - c. Demographics that are typically uninsured or underinsured
 - d. Populations identified by the 2015 Minnesota Health Access Survey, conducted by the Minnesota Department of Health, outlines demographic and geographic information on Minnesota's uninsured population and is available here: <http://www.health.state.mn.us/health/economics>
2. Re-enrolling individuals who have previously enrolled in MNSure, including:

- a. Qualified health plan enrollees
 - b. MinnesotaCare enrollees
 - c. Medical Assistance enrollees
3. Small business employers and employees enrolled in health insurance through MNSure
 4. Increasing enrollment by working with partner organizations including grantees, navigators, brokers and agents to increase enrollment through MNSure

The campaign will include, but not be limited to, the following components:

1. Mass/paid media: radio, TV, digital, etc.
2. Social media
3. Earned media: news releases, PSAs, story placements including an editorial calendar
4. Promotions: launch of open enrollment, key milestones through the campaign
5. Two campaign evaluations: one before launch and one following the campaign's completion
6. Focus groups for creative testing
7. Updating and creating individualized marketing campaigns for approximately 20 lead broker agencies across the state

Task 2: Development of Collateral Materials

To support marketing efforts, select collateral materials may need to be created on an ad hoc basis; however, a comprehensive suite of materials is not needed. Collateral materials that may need to be created include, but are not limited to, co-branded signage, brochures, fact sheets, images and other population-specific collaterals.

Commodity printing is not part of the scope of work under this contract. All collateral printing will be secured and overseen internally by MNSure.

Task 3: Media Buying Recommendations, Negotiations and Placement

The selected vendor will devise a paid media plan to achieve a best value for the investment. The plan will include statewide placements as well as strategic placements to reach target populations.

The Responder will utilize research to ensure a diverse media mix. The research will include media audience, ratings/readership and value-added opportunities (e.g., on-air interviews, brochure distribution at media events, etc.).

Advertising will be placed through the following mediums, defined below, and align with the media usage of MNSure's audiences:

1. Television (e.g., 30-second TV ads)
2. Online
3. Radio (over air and internet i.e., Pandora, iHeartRadio) (e.g., 15- and 30-second ads)

4. Additional mediums suggested by the proposer

Proposed recommendations should also include:

1. Identification of specific media to be used
2. Identification through which the Responder will reach Minnesota's minority populations
3. Timing, frequency, penetration and length of placement
4. Allocation of placement within selected media
5. Justification of media allocation and integration in campaign, cost effectiveness and return on investment
6. Itemization of media cost

Task 4: Development of Public Relations Strategies

Either as a stand-alone element or in-concert with partnership plans with other vendors, the selected vendor shall assess and recommend different types of public relation strategies and activities for all appropriate target audiences. The vendor will seek to conceive and create unique opportunities or events to increase enrollment as a component of the marketing campaign.

Responder should incorporate structure and strengths of existing MNsure partners, including navigator grantees, broker enrollment centers and other enrollment assistance and external partners in proposing strategic and sustainable promotional strategies.

Responder should consider direct-to-consumer tactics, consumer-facing technologies, external and community partnerships, and other innovative, results-oriented strategies.

Task 5: Accessibility

All documents, videos and other work products delivered by the vendor chosen under this RFP must be accessible in order to conform to the state accessibility standard and state video captioning requirements. Information about the standards can be found at <http://mn.gov/mnit/programs/policies/accessibility/> and <https://www.revisor.mn.gov/statutes/?id=3251.05>. For example, this requirement includes closed-captioned products for the deaf and hard of hearing.

General Proposal Information

The State reserves the right to interview any Responder, which may include a presentation or demonstration (see "[Proposal Evaluation](#)" below). Any cost incidental for an interview, presentation or demonstration shall be borne entirely by the Responder.

Projected Timeline

RFP published:	March 21, 2016
Question submittal deadline:	March 29, 2016, 4 p.m. CDT

Response to questions posted at MNsure.org:	April 5, 2016
Proposals due:	April 19, 2016, 3 p.m. CDT
Proposal reviews commence:	April 20, 2016
Interviews, presentations and demos (optional):	May 2-5, 2016
Finalist notified:	May 6, 2016
Contract negotiations:	May-June 2016

The State anticipates work to commence July 1, 2016.

Prospective Responders who have any questions regarding this request for proposal must submit their questions in writing via e-mail to Shane Delaney, director of communications and marketing, at shane.m.delaney@state.mn.us, by 4 p.m. CDT on March 29, 2016.

Responses to all questions received will be made available on MNsure.org.

Other personnel are not authorized to discuss this RFP with Responders at any time during the solicitation period. Contact regarding this RFP with any personnel other than Shane Delaney, director of communications and marketing, could result in disqualification.

Responders may also propose additional tasks or activities if they will substantially improve the results of the campaign. Proposed optional tasks or activities must be identified and separated from the required items on both the work plan and cost proposal.

This RFP does not obligate the State to award a contract or complete the project, and the State reserves the right to cancel the solicitation if it is considered to be in its best interest.

Proposal Content

The following proposal requirements must be met and clearly attested to for the proposal to be considered. Proposals that do not comply with the following requirements will not be evaluated.

Proposals exceeding 15 pages in total will not be considered. The cover letter, short biographies, work samples and Required Forms are excluded from the page limit. Proposals must be submitted with single-spaced text in 11-point font with 1-inch margins and pages consecutively numbered.

Responders must submit the following information:

Cover Letter:

One-page cover letter identifying the main contact for the proposal, any proposed subcontractors and the Responder's eligibility as a Responder to this RFP. Responders must describe how they are an eligible Responder to this RFP.

The letter must be signed by an individual who is authorized to bind the company to all statements in the proposal and the services and requirements as stated in the RFP.

Proposals from single organizations equipped to perform all the tasks or from a lead contractor with subcontractors are welcome. If an organization proposes to carry out actions associated with this RFP with the assistance of subcontractors, those intentions and roles must be

specifically identified in the cover letter. Final approval on actual subcontractors may be required by MNSure before work can begin.

Company Overview, Qualifications and Experience

- Company description
- Provide a list of personnel, including any proposed subcontractors and their roles, who will work on the campaign, detailing their training and work experience and the anticipated amount and/or portion of time each will devote to this project. Short biographies must be submitted for key personnel, including proposed subcontractors.
- Describe your background and experience with similar projects; provide at least three references and work samples.
- Provide two samples of multi-platform campaigns completed within the past five years that demonstrate the Responder's capabilities of meeting the scope of services.
- If applicable, a list of subcontractors whose services will be used and the specific role(s) each subcontractor will have.
- Responses to [Attachment A](#)

Project Solutions and Approach

- Describe Responder's understanding of the nature of the project and activities of MNSure.
- Explain how the proposed solution will meet the project objectives. Address each task item in the scope of work.
- Include a sample media plan that demonstrates an approach to reach targeted diverse, multi-cultural and "hard to reach" populations.

Work Plan

- Include a work plan and timeline.
- Describe proposed project management and interaction/communication with MNSure staff and/or stakeholders for the project.

Detailed Cost Estimate

Provide the best financial proposal to complete the work for the duration of the contract based on the proposed work plan. The Responder must tie their cost breakout to specific milestones with the understanding that if the Responder is chosen for implementation, the contract may reference payment for these specific milestones. Identify any assumptions made to create your cost proposal. Travel or other costs must be factored into the bid, as no additional fees will be paid to perform this work.

Cost proposals should address the following points to ensure consistency in approach:

- Include any relevant onetime implementation costs
- Include costs for anticipated media purchases
- Include any anticipated additional costs that will become the responsibility of MNSure. Any costs that are included at the time of negotiation that are not included in this proposal may lead the vendor's proposal to be determined to be unresponsive
- The State does not intend to pay commissions on media purchases. Therefore, Responders should not include commissions in the sample media plan or cost estimate. Mark-up rates for media buying should be clearly identified.

Provide one copy of the cost proposal in a separately sealed envelope clearly marked on the outside "Cost Proposal" along with the firm's name. (See "[Proposal Submission](#)" below.)

Targeted Group Businesses Subcontracting Requirement

The Department of Administration has set a subcontracting requirement for this contract. Responders must commit to subcontract at least 10% of their contract amount to certified Targeted Group businesses (TGB). The response must contain adequate information to evaluate your responsiveness to the TGB subcontracting requirements. Use the Targeted Group Businesses Subcontracting Form to complete your response.

Required Forms

- Responder Information/Declarations
- Certificate Regarding Lobbying
- Affirmative Action Certification
- Equal Pay Certification
- Exception to Terms and Conditions
- Trade Secret/Confidential Data Notice
- Affidavit of Non Collusion
- State of Minnesota Resident Vendor Form (if applicable)
- Targeted Group Business Subcontracting Form

Proposal Submission Instructions

Proposals must be expressed or delivered in person to:

Shane Delaney, MNSure
81 East 7th Street, Suite 300
Saint Paul, MN 55101

All proposals must be received by MNsure **no later than 3 p.m. Central Daylight Time, April 19, 2016**. *All proposals will be date and time stamped when they are received by MNsure.*

Late proposals will not be accepted. Fax and email responses will not be considered or reviewed.

All costs incurred in responding to this RFP will be borne by the Responder.

Submit ten (10) paper copies of the technical proposal and one set of work samples.

Proposals must be submitted in sealed mailing envelopes or packages with the Responder's name and address identified on the outside. Each copy of the proposal must be signed in ink by an authorized member of the firm.

Submit one (1) copy of the cost proposal in a separate sealed envelope clearly marked "Cost Proposal" on the outside in addition to identifying the Responder's name and address. For purposes of completing the cost proposal, the State does not make regular payments based upon the passage of time; it only pays for services actually performed or work delivered after it is accomplished.

Proposals will be evaluated on "best value" as specified below. The cost proposal will not be opened by the evaluation committee until after the qualifications points are awarded.

MNsire has estimated that the total cost of this contract will be reflective of previous campaign totals related to both services and media purchasing. Price will be a significant factor in the evaluation of proposals.

Proposal Evaluation

All responses received by the deadline will be evaluated by representatives of MNsure. Proposals will first be reviewed for responsiveness to determine if the minimum requirements have been met. Proposals that fail to meet minimum requirements will not advance to the next phase of the evaluation. The State reserves the right, based on the scores of the proposals, to create a short-listing of vendors who have received the highest scores to interview, or conduct demonstrations/presentations. The State reserves the right to seek best and final offers from one or more Responders. A 100-point scale will be used to create the final evaluation recommendation.

Mandatory Requirements (Scored as Pass/Fail)

The following will be considered on a pass/fail basis:

Proposals must be received on or before the due date and time specified in this solicitation.

Evaluation Factors (Scored based on percentage or points as indicated)

The factors and weighting on which proposals will be judged are:

- | | |
|--|-----|
| 1. Project Solutions and Approach | 20% |
| 2. Deliverables and work plan | 35% |
| 3. Qualifications/experience of personnel working on the project | 15% |

4. Cost detail

30%

Note: For procurements exceeding \$552,000, member countries of the World Trade Organization’s Government Procurement Agreement must be treated on the same basis as U.S. companies under the terms of the treaty. Therefore, agencies are not advised use this as an evaluation factor for procurements over the WTO threshold.

General Requirements

Affidavit of Noncollusion

Each Responder must complete the attached Affidavit of Noncollusion and include it with the response.

Conflicts of Interest

Responder must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that is contemplated in this request for proposals. The list should indicate the name of the entity, the relationship and a discussion of the conflict.

Proposal Contents

By submission of a proposal, the Responder warrants that the information provided is true, correct and reliable for purposes of evaluation for potential contract award. The submission of inaccurate or misleading information may be grounds for disqualification from the award as well as subject the Responder to suspension or debarment proceedings as well as other remedies available by law.

Disposition of Responses

All materials submitted in response to this RFP will become property of the State and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. Pursuant to the statute, completion of the evaluation process occurs when the government entity has completed negotiating the contract with the selected vendor. If the Responder submits information in response to this RFP that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minnesota Statute § 13.37, the Responder must:

- clearly mark all trade secret materials in its response at the time the response is submitted,
- include a statement with its response justifying the trade secret designation for each item, and
- defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments or damages awarded against the State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the State’s

award of a contract. In submitting a response to this RFP, the Responder agrees that this indemnification survives as long as the trade secret materials are in possession of the State.

The State will not consider the prices submitted by the Responder to be proprietary or trade secret materials.

Notwithstanding the above, if the State contracting party is part of the judicial branch, the release of data shall be in accordance with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time.

Contingency Fees Prohibited

Pursuant to Minnesota Statutes Section 10A.06, no person may act as or employ a lobbyist for compensation that is dependent upon the result or outcome of any legislation or administrative action.

Sample Contract

You should be aware of the State's standard contract terms and conditions in preparing your response. A sample State of Minnesota Professional/Technical Services contract is attached for your reference. Much of the language reflected in the contract is required by statute. If you take exception to any of the terms, conditions or language in the contract, you must indicate those exceptions in your response to the RFP; certain exceptions may result in your proposal being disqualified from further review and evaluation. Only those exceptions indicated in your response to the RFP will be available for discussion or negotiation.

Reimbursements

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the contractor as a result of the contract will be in no greater amount than provided in the current "Commissioner's Plan" promulgated by the commissioner of Employee Relations.

Reimbursements will not be made for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out-of-state travel. Minnesota will be considered the home state for determining whether travel is out of state.

Organizational Conflicts of Interest

The Responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances that could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a vendor is unable or potentially unable to render impartial assistance or advice to the State, or the vendor's objectivity in performing the contract work is or might be otherwise impaired, or the vendor has an unfair competitive advantage. The Responder agrees that if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the assistant director of the Department of Administration's Materials Management Division (MMD),

which must include a description of the action that the contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organization conflict of interest is determined to exist, the State may, at its discretion, cancel the contract. In the event the Responder was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to MMD, the State may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms “contract,” “contractor” and “contracting officer” modified appropriately to preserve the State’s rights.

Foreign Outsourcing of Work Prohibited

All services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision also applies to work performed by subcontractors at all tiers.

Work Force Certification

For all contracts estimated to be in excess of \$100,000, Responders are required to complete the attached Affirmative Action Data page and return it with the response. As required by Minnesota Rule 5000.3600, “It is hereby agreed between the parties that Minnesota Statute § 363A.36 and Minnesota Rule 5000.3400 - 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minnesota Statute § 363A.36 and Minnesota Rule 5000.3400 - 5000.3600 are available upon request from the contracting agency.”

Equal Pay Certification

If the response to this solicitation could be in excess of \$500,000, the Responder must obtain an Equal Pay Certificate from the Minnesota Department of Human Rights (MDHR) or claim an exemption prior to contract execution. A Responder is exempt if it has not employed more than 40 full-time employees on any single working day in one state during the previous 12 months. Please contact MDHR with questions at 651-539-1095 (metro), 1-800-657-3704 (toll free), 711 or 1-800-627-3529 (MN Relay) or at compliance.MDHR@state.mn.us.

Certification Regarding Lobbying

Federal money will be used or may potentially be used to pay for all or part of the work under the contract, therefore the Proposer must complete the attached Certification Regarding Lobbying and submit it as part of its proposal.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

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

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause.

The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. 9, subpart 9.4, suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:
Lower Tier Covered Transactions**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Insurance Requirements

- A) Contractor shall not commence work under the contract until they have obtained all the insurance described below and the State of Minnesota has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.
- B) Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:
 - 1) **Workers' Compensation Insurance:** Except as provided below, Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability. Insurance minimum limits are as follows:
 - \$100,000 – Bodily Injury by Disease per employee
 - \$500,000 – Bodily Injury by Disease aggregate
 - \$100,000 – Bodily Injury by Accident

If Minnesota Statute 176.041 exempts Contractor from Workers' Compensation insurance or if the Contractor has no employees in the State of Minnesota, Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Contractor from the Minnesota Workers' Compensation requirements.

If during the course of the contract the Contractor becomes eligible for Workers' Compensation, the Contractor must comply with the Workers' Compensation Insurance requirements herein and provide the State of Minnesota with a certificate of insurance.

- 2) **Commercial General Liability Insurance:** Contractor is required to maintain insurance 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 that may arise from operations under the Contract whether the operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor under the contract. Insurance minimum limits are as follows:

\$2,000,000 – per occurrence

\$2,000,000 – annual aggregate

\$2,000,000 – annual aggregate – Products/Completed Operations

The following coverages shall be included:

Premises and Operations Bodily Injury and Property Damage

Personal and Advertising Injury

Blanket Contractual Liability

Products and Completed Operations Liability

State of Minnesota named as an Additional Insured, to the extent permitted by law

- 3) **Commercial Automobile Liability Insurance:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired and non-owned autos that may arise from operations under this contract, and in case any work is subcontracted the contractor will require the subcontractor to maintain Commercial Automobile Liability insurance. Insurance minimum limits are as follows:

\$2,000,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage

In addition, the following coverages should be included:

Owned, Hired and Non-owned Automobile

E-Verify Certification (In accordance with Minn. Stat. §16C.075)

By submission of a proposal for services in excess of \$50,000, Contractor certifies that as of the date of services performed on behalf of the State, Contractor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of the State. In the event of contract award, Contractor shall be responsible for collecting all subcontractor certifications and may do so utilizing the [E-Verify Subcontractor Certification Form](http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc) available at <http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc>. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

Responder Information/Declarations Form

Responder Information

Responder name: _____

Website: _____

Address: _____

Telephone number: _____

Contract Information

Contact name: _____

Title: _____

Telephone number: _____

Fax number: _____

E-mail: _____

Name(s) of individuals involved with the preparation of this proposal (to assist in determining potential conflict of interest): _____

The above-named Responder submits the attached proposal in response to the following MNsure Request for Proposal (state which RFP you are responding to):

By submission of this proposal, the Responder warrants that:

1. The information provided is true, correct and reliable for purposes of evaluation for potential contract award. The Responder understands that the submission of inaccurate or misleading information may be grounds for disqualification from the award as well as subject the Responder to suspension or debarment proceedings as well as other remedies available by law.
2. It is competent to provide all the services set forth in its Proposal.
3. Each person signing a section of this Proposal is authorized to make decisions as to the prices quoted and/or duties proposed and is legally authorized to bind the company to those decisions.
4. If it has relationships that create, or appear to create, a conflict of interest with the work that is contemplated in this request for proposals, the Responder will provide, along with this form, a list containing the names of the entities, the relationship and a discussion of the conflict.
5. To the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances that could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a vendor is unable or potentially unable to render impartial assistance or advice to the State, or the vendor's objectivity in performing the contract work is or might be otherwise impaired, or the vendor has an unfair competitive advantage. Responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing will be made to the assistant director of the Department

of Administration's Materials Management Division (MMD), which will include a description of the action that the Responder has taken or proposes to take to avoid or mitigate such conflicts. If an organization conflict of interest is determined to exist, the State may, at its discretion, cancel the contract. In the event the Responder was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to MMD, the State may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms "contract," "contractor" and "contracting officer" modified appropriately to preserve the State's rights.

6. No attempt has been made or will be made by the Responder to induce any other person or firm to submit or not to submit a Proposal.
7. In connection with this procurement, the prices proposed have been arrived at independently, without consultation, communication or agreement, for the purpose of restriction of competition, as to any other Responder or with any competitor; and that unless otherwise required by law, the prices quoted have not been knowingly disclosed by the Responder prior to award, either directly or indirectly, to any other Responder or competitor.
8. The services and prices stated in this Proposal (both technical and cost proposals) will remain open for acceptance by the State until a contract is awarded, the RFP is cancelled or 180 days after the deadline for Proposal submission, whichever comes first.
9. Any proposed subcontractors will be identified in the RFP and the percentage of work under the contract to be performed by the prime contractor and each subcontractor will be indicated.
10. If there is a reasonable expectation that the Responder is or would be associated with any parent, affiliate or subsidiary organization in order to supply any service, supplies or equipment to comply with the performance requirements under the resulting contract of the RFP, the Responder must include with this form written authorization from the parent, affiliate or subsidiary organization granting the right to examine directly, pertinent books, documents, papers and records involving such transactions that are related to the resulting contract. This right will be given to the Minnesota Department of Human Services, U.S. Department of Health and Human Services and Comptroller General of the United States.
11. If, at any time after a Proposal is submitted and a contract has been awarded, such an association arises as described in the paragraph above, the Responder will obtain a similar certification and authorization from the parent, affiliate or subsidiary organization within ten (10) working days after forming the relationship.

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of, and legally bind, the Responder.

Authorized signature: _____

Printed name: _____

Title: _____

Date: _____ Telephone number: _____

Certification Regarding Lobbying

For State of Minnesota Contracts and Grants over \$100,000

The undersigned certifies, to the best of his or her knowledge and belief that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, A member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization Name

Name and Title of Official Signing for Organization

By _____
Signature of Official

Date

State Of Minnesota—Affirmative Action Certification

If your response to this solicitation is or could be in excess of \$100,000, complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes 363A.36) certification requirement, and to provide documentation of compliance if necessary. It is your sole responsibility to provide this information and—if required—to apply for Human Rights certification prior to the due date of the bid or proposal and to obtain Human Rights certification prior to the execution of the contract. The State of Minnesota is under no obligation to delay proceeding with a contract until a company receives Human Rights certification.

BOX A – For companies that have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months. All other companies proceed to BOX B.

Your response will be rejected unless your business:

has a current Certificate of Compliance issued by the Minnesota Department of Human Rights (MDHR)

–or–

has submitted an affirmative action plan to the MDHR, which the Department received prior to the date the responses are due.

Check one of the following statements if you have employed more than 40 full-time employees in Minnesota on any single working day during the previous 12 months:

- We have a current Certificate of Compliance issued by the MDHR. **Proceed to BOX C. Include a copy of your certificate with your response.**
- We do not have a current Certificate of Compliance. However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on _____ (date). **Proceed to BOX C.**
- We do not have a Certificate of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. **We acknowledge that our response will be rejected. Proceed to BOX C. Contact the Minnesota Department of Human Rights for assistance.** (See below for contact information.)

Please note: Certificates of Compliance must be issued by the Minnesota Department of Human Rights. Affirmative Action Plans approved by the federal government, a county, or a municipality must still be received, reviewed, and approved by the Minnesota Department of Human Rights before a certificate can be issued.

BOX B – For those companies not described in BOX A

Check below.

- We have not employed more than 40 full-time employees on any single working day in Minnesota within the previous 12 months. **Proceed to BOX C.**

BOX C – For all companies

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the Responder. You also certify that you are in compliance with federal affirmative action requirements that may apply to your company. (These requirements are generally triggered only by participating as a prime or subcontractor on federal projects or contracts. Contractors are alerted to these requirements by the federal government.)

Name of Company: _____ Date _____

Authorized Signature: _____ Telephone number: _____

Printed Name: _____ Title: _____

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance & Community Relations

Mail: The Freeman Building, 625 Robert Street North, Saint Paul, MN 55155

TC Metro: (651) 296-5663

Toll Free: 800-657-3704

Fax: (651) 296-9042

TTY: (651) 296-1283

Web: www.humanrights.state.mn.us

Email: compliance.mdhr@state.mn.us

State of Minnesota – Equal Pay Certificate

If your response could be in excess of \$500,000, please complete and submit this form with your submission. **It is your sole responsibility to provide the information requested and when necessary to obtain an Equal Pay Certificate (Equal Pay Certificate) from the Minnesota Department of Human Rights (MDHR) prior to contract execution. You must supply this document with your submission.** Please contact MDHR with questions at: 651-539-1095 (metro), 1-800-657-3704 (toll free), 711 or 1-800-627-3529 (MN Relay) or at compliance.MDHR@state.mn.us.

Option A: If you have employed 40 or more full-time employees on any single working day during the previous 12 months in Minnesota or the state where you have your primary place of business, please check the applicable box below:

- Attached is our current MDHR Equal Pay Certificate.
- Attached is MDHR’s confirmation of our Equal Pay Certificate application.

Option B: If you have not employed 40 or more full-time employees on any single working day during the previous 12 months in Minnesota or the state where you have your primary place of business, please check the box below.

- We are exempt. We agree that if we are selected we will submit to MDHR within five (5) business days of final contract execution, the names of our employees during the previous 12 months, date of separation if applicable, and the state in which the persons were employed. Documentation should be sent to compliance.MDHR@state.mn.us.

The State of Minnesota reserves the right to request additional information from you. **If you are unable to check any of the preceding boxes, please contact MDHR to avoid a determination that a contract with your organization cannot be executed.**

Your signature certifies that you are authorized to make the representations, the information provided is accurate, the State of Minnesota can rely upon the information provided, and the State of Minnesota may take action to suspend or revoke any agreement with you for any false information provided.

Authorized signature	Printed name	Title
Organization	MN/FED Tax ID#	Date
Issuing entity	Project # or lease address	

Exceptions to Terms and Conditions Form

A Responder shall be presumed to be in agreement with the terms and conditions of the RFP unless the Responder takes specific exception to one or more of the conditions on this form.

Responders are cautioned that by taking any exception they may be materially deviating from the RFP specifications. If a responder materially deviates from an RFP specification, its proposal may be rejected.

A material deviation is an exception to a specification that 1) affords the Responder taking the exception a competitive advantage over other Responders, or 2) gives the State something significantly different than the State requested.

Instructions: Responders must explicitly list all exceptions to State terms and conditions (including those found in the attached sample contract in the Appendix, if any. Reference the actual number of the State's term and condition and page number for which an exception(s) is being taken. If no exceptions exist, state "NONE" specifically on the form below. Whether or not exceptions are taken, the Responder must sign and date this form and submit it as part of their proposal. (Add additional pages if necessary.)

Responder name: _____

Term and Condition Number/Provision	Explanation of Exception

Trade Secret/Confidential Data Notice

Responder/company name: _____

It is the position of the above-named Responder that certain data contained in the following page(s) of the attached proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information (list pages; if no protected information has been submitted, state "NONE"):

The justification for the Trade Secret/Confidential data designation is (be specific, do not make general statements of confidentiality. Include reference to specific facts, licenses, trademarks, etc., and any relevant statutes or other law, such as how the data meets the requirements of Minnesota Statutes, section 13.37, subdivision 1(b). Add additional pages if necessary):

The Responder acknowledges that, in accordance with Minnesota Statutes, sections 13.591 and 16C.06, subdivision 3, upon completion of contract negotiations, all materials submitted in response to this RFP will become the property of the State and will become public record, with the exception of any portion(s) of an RFP or supporting data that are determined to be nonpublic "trade secret information."

The Responder asserts that it has clearly marked every page of trade secret or confidential materials in the attached proposal at the time the proposal was submitted with the words "TRADE SECRET" or "CONFIDENTIAL" in capitalized, underlined and bolded type that is at least 20 pt. The Responder acknowledges that the State is not liable for the use or disclosure of trade secret data or confidential data that Responder has failed to clearly mark as such.

Responder agrees to defend any action seeking release of the materials it believes to be trade secret or confidential, and indemnify and hold harmless the State, its agents and employees, from any judgments awarded against the State in favor of the party requesting the materials, and any and all reasonable costs connected with that defense. This indemnification survives the State's award of a contract and remains as long as the trade secret and/or confidential materials are in the possession of the State.

Responder acknowledges that the State is required to keep all the basic documents related to its grant contracts, including selected responses to RFPs, for a minimum of six years after the end of the grant contract. Non-selected RFP proposals will be kept by the State for a minimum of one year after the award of a grant contract, and may be kept for much longer. The Responder acknowledges that prices submitted by the Responder will not be considered trade secret materials.

The Responder acknowledges that the State reserves the right to reject Responder's claim of trade secret/confidential data if the State determines that the Responder has not met the legal burden of establishing that the information constitutes a trade secret or is confidential. The Responder also acknowledges that if certain information is found to constitute a trade secret or is confidential, the remainder of the proposal will become public; only the protected information will be removed and remain nonpublic.

Signature: _____

Printed name: _____

Title: _____

Date: _____

Whether or not protected information is provided, the Responder must sign and date this form and submit it with the "Required Statements."

State of Minnesota Affidavit of Noncollusion

I swear (or affirm) under the penalty of perjury:

1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership) or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation);
2. That the attached proposal submitted in response to the _____ Request for Proposal has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Responder of materials, supplies, equipment or services described in the Request for Proposal, designed to limit fair and open competition;
3. That the contents of the proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the proposals; and
4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Responder's firm name: _____

Authorized representative (please print) _____

Authorized signature: _____

Date: _____

Subscribed and sworn to me this _____ day of _____

Notary public signature: _____

My commission expires: _____

State of Minnesota Resident Vendor Form

In accordance with Laws of Minnesota 2013, Chapter 142, Article 3, Section 16, amending Minn. Stat. § 16C.02, subd. 13, a “Resident Vendor” means a person, firm or corporation that:

1. is authorized to conduct business in the state of Minnesota on the date a solicitation for a contract is first advertised or announced. It includes a foreign corporation duly authorized to engage in business in Minnesota;
2. has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid or proposal for which any preference is sought;
3. has a business address in the state; and
4. has affirmatively claimed that status in the bid or proposal submission.

To receive recognition as a Minnesota Resident Vendor (“Resident Vendor”), your company must meet each element of the statutory definition above by the solicitation opening date and time. If you wish to affirmatively claim Resident Vendor status, you should do so by submitting this form with your bid or proposal.

Resident Vendor status may be considered for purposes of resolving tied low bids or the application of a reciprocal preference.

I hereby certify that the company listed below:

1. Is authorized to conduct business in the State of Minnesota on the date a solicitation for a contract is first advertised or announced. *(This includes a foreign corporation duly authorized to engage in business in Minnesota.)*
 Yes **No (must check yes or no)**
2. Has paid unemployment taxes or income taxes in the State of Minnesota during the 12 calendar months immediately preceding submission of the bid or proposal for which any preference is sought.
 Yes **No (must check yes or no)**
3. Has a business address in the State of Minnesota.
 Yes **No (must check yes or no)**
4. Agrees to submit documentation, if requested, as part of the bid or proposal process, to verify compliance with the above statutory requirements.
 Yes **No (must check yes or no)**

By signing below, you are certifying your compliance with the requirements set forth herein and claiming Resident Vendor status in your bid or proposal submission.

Name of company: _____ Date: _____

Authorized signature: _____ Telephone: _____

Printed name: _____ Title: _____

If you are claiming resident vendor status, sign and return this form with your bid or proposal submission.



Targeted Group Businesses Subcontracting Form

The Department of Administration has set a Targeted Group Businesses Subcontracting Requirements

The Department of Administration has set a subcontracting requirement for this contract. The selected Contractor must subcontract at least 10% of the contract amount to certified Targeted Group businesses (TGB) during the contract period.

This provision does not apply to Responders that are certified Targeted Group, Veteran-Owned, or Economically Disadvantaged businesses.

1. What does subcontracting mean?

Subcontracting is when services or materials are contracted to be performed or provided by a contractor are outsourced to be performed by another contractor. The first contractor is subcontracting with the second contractor. The second contractor is then the subcontractor under the contract.

You need to determine which services you are proposing for this RFP can be subcontracted to other vendors; specifically, subcontractors that are TGB.

2. Targeted group subcontracting requirement as pass/fail requirement.

Responder's commitment to meet the Department of Administration's TGB subcontracting requirement during the contract period is a PASS/FAIL requirement. Responder must use this form to show their commitment to meeting subcontracting requirements.

Instructions:

You must check **one** of the two boxes available below and then fill out the information requested.

- The Responder is a certified Targeted Group, Veteran-Owned, or Economically Disadvantaged business.
- The Responder commits to meeting the Department of Administration's Targeted Group subcontracting requirement.

Name of Responder: _____

Signature: _____ Date: _____

Professional and Technical Services Contract

State of Minnesota

SWIFT Contract No.:

This Contract is between the State of Minnesota, acting through its _____ (“State”) and _____ (“Contractor”).

Recitals

1. Under Minn. Stat. § 15.061 the State is empowered to engage such assistance as deemed necessary.
2. The State is in need of _____.
3. The Contractor represents that it is duly qualified and agrees to perform all services described in this Contract to the satisfaction of the State.

Contract

1. Term of Contract

- 1.1 Effective date:** _____, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later. The Contractor must not begin work under this Contract until this Contract is fully executed and the Contractor has been notified by the State’s Authorized Representative to begin the work.
- 1.2 Expiration date:** _____, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 Survival of terms:** The following clauses survive the expiration or cancellation of this Contract:
8. Indemnification; 9. State audits; 10. Government data practices and intellectual property; 14. Publicity and endorsement; 15. Governing law, jurisdiction and venue; and 16. Data disclosure.

2. Contractor’s duties

The Contractor, who is not a State employee, will:

3. Time

The Contractor must comply with all the time requirements described in this Contract. In the performance of this Contract, time is of the essence.

4. Consideration and payment

4.1 Consideration. The State will pay for all services performed by the Contractor under this Contract as follows:

- (a) Compensation.* The Contractor will be paid \$_____.
- (b) Travel expenses.* Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Contractor as a result of this Contract will not exceed \$_____; provided that the Contractor will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current “Commissioner’s Plan” established by the Commissioner of Minnesota Management and Budget, which is incorporated in to this Contract by reference. The Contractor will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State’s prior written approval for out-of-state travel. Minnesota will be considered the home state for determining whether travel is out of state.
- (c) Total obligation.* The total obligation of the State for all compensation and reimbursements to the Contractor under this Contract will not exceed \$_____.

4.2 Payment.

- (a) Invoices.* The State will promptly pay the Contractor after the Contractor presents an itemized invoice for the services actually performed and the State’s Authorized Representative accepts the invoiced services.

Invoices must be submitted timely and according to the following schedule:

- (b) *Retainage.* Under Minn. Stat. § 16C.08, subd. 2(10), no more than 90 percent of the amount due under this Contract may be paid until the final product of this Contract has been reviewed by the State's agency head. The balance due will be paid when the State's agency head determines that the Contractor has satisfactorily fulfilled all the terms of this Contract, including, if applicable, Targeted Group subcontracting requirements.
- (c) *Federal funds.* (Where applicable, if blank this section does not apply.) Payments under this Contract will be made from federal funds obtained by the State through _____. The Contractor is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Contractor's failure to comply with federal requirements.

5. Conditions of payment

All services provided by the Contractor under this Contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations including business registration requirements of the Office of the Secretary of State. The Contractor will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state or local law.

6. Authorized Representative

The State's Authorized Representative is _____, or his/her successor, and has the responsibility to monitor the Contractor's performance and the authority to accept the services provided under this Contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Contractor's Authorized Representative is _____, or his/her successor. If the Contractor's Authorized Representative changes at any time during this Contract, the Contractor must immediately notify the State.

7. Assignment, amendments, waiver and contract complete

7.1 Assignment. The Contractor may neither assign nor transfer any rights or obligations under this Contract without the prior consent of the State and a fully executed assignment agreement, executed and approved by the same parties who executed and approved this Contract, or their successors in office.

7.2 Amendments. Any amendment to this Contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Contract, or their successors in office.

7.3 Waiver. If the State fails to enforce any provision of this Contract, that failure does not waive the provision or its right to enforce it.

7.4 Contract complete. This Contract contains all negotiations and agreements between the State and the Contractor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

8. Indemnification

In the performance of this Contract by Contractor, or Contractor's agents or employees, the Contractor must indemnify, save and hold harmless the State, its agents and employees, from any claims or causes of action, including attorney's fees incurred by the State, to the extent caused by Contractor's:

- a) Intentional, willful, or negligent acts or omissions; or
- b) Actions that give rise to strict liability; or
- c) Breach of contract or warranty.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligation under this Contract.

9. State audits

Under Minn. Stat. § 16C.05, subd. 5, the Contractor's books, records, documents and accounting procedures and practices relevant to this Contract are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Contract.

10. Government data practices and intellectual property

10.1 Government data practices. The Contractor and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. ch. 13, (or, if the State contracting party is part of the Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State under this Contract, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by the Contractor under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. ch. 13, by either the Contractor or the State.

If the Contractor receives a request to release the data referred to in this clause, the Contractor must immediately notify and consult with the State's Authorized Representative as to how the Contractor should respond to the request. The Contractor's response to the request shall comply with applicable law.

Additionally, Contractor and State must comply with the requirements contained in Attachment 1, which is attached and incorporated into this Contract.

10.2 Intellectual property rights.

(a) *Intellectual property rights.* The State owns all rights, title and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks and service marks in the works and documents created and paid for under this Contract. The "works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes and disks conceived, reduced to practice, created or originated by the Contractor, its employees, agents and subcontractors, either individually or jointly with others in the performance of this Contract. "Works" includes documents. The "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 Contractor, its employees, agents or subcontractors, in the performance of this Contract. The documents will be the exclusive property of the State and all such documents must be immediately returned to the State by the Contractor upon completion or cancellation of this Contract. To the extent possible, those works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Contractor assigns all right, title and interest it may have in the works and the documents to the State. The Contractor must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the works and documents.

(b) *Obligations*

- (1) **Notification.** Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Contractor, including its employees and subcontractors, in the performance of this Contract, the Contractor will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the State's Authorized Representative with complete information and/or disclosure thereon.
- (2) **Representation.** The Contractor must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the works and documents are the sole property of the State, and that neither Contractor nor its employees, agents or subcontractors retain any interest in and to the works and documents. The Contractor represents and warrants that the works and documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, the Contractor will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Contractor's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the works or documents infringe upon the intellectual property rights of others. The Contractor will be responsible for payment of any and all such claims,

demands, obligations, liabilities, costs and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Contractor's or the State's opinion is likely to arise, the Contractor must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

11. Workers' compensation and other insurance

Contractor certifies that it is in compliance with all insurance requirements specified in the solicitation document relevant to this Contract. Contractor shall not commence work under the Contract until they have obtained all the insurance specified in the solicitation document. Contractor shall maintain such insurance in force and effect throughout the term of the Contract.

Further, the Contractor certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The Contractor's employees and agents will not be considered State employees. 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.

12. Debarment by State, its departments, commissions, agencies or political subdivisions

Contractor certifies that neither it nor its principals is presently debarred or suspended by the State, or any of its departments, commissions, agencies or political subdivisions. Contractor's certification is a material representation upon which the Contract award was based. Contractor shall provide immediate written notice to the State's Authorized Representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

13. Certification regarding debarment, suspension, ineligibility and voluntary exclusion

Federal money will be used or may potentially be used to pay for all or part of the work under the Contract, therefore Contractor certifies that it is in compliance with federal requirements on debarment, suspension, ineligibility and voluntary exclusion specified in the solicitation document implementing Executive Order 12549. Contractor's certification is a material representation upon which the Contract award was based.

14. Publicity and endorsement

14.1 Publicity. Any publicity regarding the subject matter of this Contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the Contractor individually or jointly with others, or any subcontractors, with respect to the program, publications or services provided resulting from this Contract.

14.2 Endorsement. The Contractor must not claim that the State endorses its products or services.

15. Governing law, jurisdiction and venue

Minnesota law, without regard to its choice-of-law provisions, governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

16. Data disclosure

Under Minn. Stat. § 270C.65, subd. 3 and other applicable law, the Contractor consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state agencies, and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws that could result in action requiring the Contractor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.

17. 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).

18. Termination

18.1 Termination by the State. The State or Commissioner of Administration may cancel this Contract at any time, with or without cause, upon 30 days' written notice to the Contractor. Upon termination, the Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

18.2 Termination for insufficient funding. 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 must be by written or fax notice to the Contractor. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Contractor 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 Contractor notice of the lack of funding within a reasonable time of the State's receiving that notice.

19. Non-discrimination (In accordance with Minn. Stat. § 181.59)

The Contractor will comply with the provisions of Minn. Stat. § 181.59, which require:

“Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction shall contain provisions by which the contractor agrees:

“(1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier or vendor, shall, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;

“(2) that no contractor, material supplier or vendor, shall, in any manner, discriminate against or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color;

“(3) that a violation of this section is a misdemeanor; and

“(4) that this contract may be canceled or terminated by the state, county, city, town, school board or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.”

20. Affirmative action requirements for contracts in excess of \$100,000 and if the Contractor has more than 40 full-time employees in Minnesota or its principal place of business

The State intends to carry out its responsibility for requiring affirmative action by its contractors.

20.1 Covered contracts and contractors. If the Contract exceeds \$100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600. A contractor covered by Minn. Stat. § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.

20.2 Minn. Stat. § 363A.36. Minn. Stat. § 363A.36 requires the Contractor to have an affirmative action plan for the employment of minority persons, women and qualified disabled individuals approved by the Minnesota

Commissioner of Human Rights (“Commissioner”) as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.

20.3 Minn. R. 5000.3400-5000.3600.

- (a) *General.* Minn. R. 5000.3400-5000.3600 implements Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor’s compliance status; procedures for addressing deficiencies, sanctions and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.3400-5000.3600 including, but not limited to, Minn. R. 5000.3420-5000.3500 and 5000.3552-5000.3559.
- (b) *Disabled Workers.* The Contractor must comply with the following affirmative action requirements for disabled workers.
- (1) The Contractor 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 Contractor 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.
 - (2) The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - (3) In the event of the Contractor’s noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - (4) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner. Such notices must state the Contractor’s obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
 - (5) The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minn. Stat. § 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
- (c) *Consequences.* The consequences for the Contractor’s failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this Contract by the Commissioner or the State.
- (d) *Certification.* The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

21. E-Verify certification (In accordance with Minn. Stat. § 16C.075)

For services valued in excess of \$50,000, Contractor certifies that as of the date of services performed on behalf of the State, Contractor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform work on behalf of the State. Contractor is responsible for collecting all subcontractor certifications and may do so utilizing the [E-Verify](#)

[Subcontractor Certification Form](http://www.mmd.admin.state.mn.us/doc/VerifySubCertForm.doc) available at <http://www.mmd.admin.state.mn.us/doc/VerifySubCertForm.doc>. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

22. Targeted Group Subcontracting Requirements.

22.1 Contractor's Commitment. The Contractor indicated in its response to the solicitation that it would subcontract 10% of its cost for work and materials to Targeted Group businesses.

22.2 Satisfaction of TGB Subcontracting Goals.

22.2.1 *Quarterly Reports.* Contractor must submit the attached TGB Subcontracting Report on a quarterly basis, unless otherwise instructed and authorized in writing by the Department of Administration.

22.2.2 *Final Report.* Contractor must submit the attached TGB Subcontracting Report at the time of the final payment request.

22.2.3 *Report Recipient.* All reports mentioned in this section should be sent via email to MMD.TGBReporting@STATE.MN.US.

22.2.4 *Report Template.* A template of the report is attached to the contract for reference.

22.3 TGB Subcontracting Goals Assistance.

If you are experiencing difficulty in finding subcontractors, in setting up goals, or on any other issue related to the TGB subcontracting goal that has been set, please contact the Office of Equity in Procurement via email at MMD.TGBReporting@STATE.MN.US

[Signatures as required by the State.]

TGB SUBCONTRACTING REPORT

MINNESOTA DEPARTMENT OF ADMINISTRATION
 MATERIALS MANAGEMENT DIVISION

Return Form to: MMD Vendor Management Specialist
MMD.TGBReporting@state.mn.us

Date: _____ Reporting Period: _____

Contractor: _____

Contract Title: _____

Quarterly Report

Final Report

CONTRACT # _____

GOAL _____%

Definitions:

- A 1st Tier Subcontractor is a subcontractor to the main Contractor (entity contracting with the State)
- A 2nd Tier Subcontractor is a subcontractor to the 1st Tier Subcontractor

List of TGB Subcontractors/Suppliers to be used:

1st Tier TGB Subcontractor	Description of Work / Supplies	\$ Value of 1st Tier Contract	2nd Tier TGB Subcontractor	\$ Value of 2nd Tier Contract
1			a.	
			b.	
2			a.	
			b.	
3			a.	
			b.	
4			a.	
			b.	

IF MORE SPACE IS NEEDED, ATTACH ADDITIONAL SHEET

CONTRACT ATTACHMENT 1 – DATA SHARING AGREEMENT

1. Term of Agreement

- 1.1 **Effective date:** see contract
- 1.2 **Expiration date:** see contract

2. Information Covered by this Agreement.

- 2.1 Under this Agreement, MNSure will be sharing with Contractor one or more types of private information, collectively referred to as “protected information,” concerning individuals, employers, and/or employees participating in MNSure . “Protected information,” for purposes of this Agreement, may include any or all of the following:
 - 2.1.1 Private data (as defined in Minnesota Statutes § 13.02, subd. 12), confidential data (as defined in Minn. Stat. § 13.02, subd. 3), welfare data (as governed by Minn. Stat. § 13.46), medical data (as governed by Minn. Stat. § 13.384), and other not public data governed by other sections in the Minnesota Government Data Practices Act (MGDPA), Minn. Stats. Chapter 13;
 - 2.1.2 Protected health information (PHI) (as defined in and governed by the Health Insurance Portability Accountability Act (HIPAA), 45 C.F.R. § 160.103);
 - 2.1.3 Federal Tax Information (FTI) (as defined by IRC § 6103);
 - 2.1.4 Records (as defined by the Privacy Act of 1974, 5 U.S.C. § 552a; and
 - 2.1.5 Other data subject to applicable State and federal statutes, rules and regulations affecting the collection, storage, use or dissemination of private or confidential information.

3. Duties

3.1 MNSure Duties

MNSure shall:

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

3.2 Contractor Duties

Contractor shall:

- a) 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 MNSure. This responsibility includes:
 - 1. conducting appropriate screening and monitoring of its employees and agents to protect information privacy;

2. ensuring that employees and agents comply with and are properly trained regarding, as applicable, the laws listed above in clause 1; and
 3. implementing administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of any protected information at rest and in transit that it creates, receives, maintains or transmits on behalf of MNSure.
- b) Comply with the “minimum necessary” access and disclosure rule set forth in the MGDPA. The collection, creation, use, maintenance and disclosure of protected information shall be limited to that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government. Minnesota Statutes § 13.05 subdivision 3.
 - c) Report to MNSure any privacy or security incident regarding the information of which it becomes aware. For purposes of this Agreement, “Security incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. Security incident shall not include pings and other broadcast attacks on Contractor’s firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above when using Contractor equipment and infrastructure; so long as such incidents do not result in unauthorized access, use or disclosure of MNSure’s information. “Privacy incident” means violation of the Minnesota Government Data Practices Act (MGDPA) and/or the including, but not limited to, improper and/or unauthorized use or disclosure of protected information, and incidents in which the confidentiality of the information maintained by it has been breached. This report must be made in writing and submitted to MNSure immediately and in no case more than 2 days after learning of such incident.
 - d) Unless provided for otherwise in this Agreement, if Contractor receives a request to release the information referred to in this Clause, Contractor must immediately notify MNSure. MNSure will give Contractor instructions concerning the release of the data to the requesting party before the data is released.
 - e) Not use or further disclose protected information created, collected, received, stored, used, maintained or disseminated in the course or performance of this Agreement other than as permitted or required by this Agreement or as required by law, either during the period of this Agreement or hereafter.
 - f) In accordance with Minnesota Statutes § 62V.06, subdivision 9, Contractor may not sell any data collected, created or maintained by MNSure, regardless of its classification, for commercial or any other purposes.
 - g) Consistent with this Agreement, ensure that any agents (including contractors and subcontractors), analysts and others to whom it provides protected information, agree in writing to be bound by the same restrictions and conditions that apply to it with respect to such information.
 - h) To the extent that any protected information is PHI:
 1. Comply with the minimum necessary rule and limit the collection, creation, use, maintenance and disclosure of PHI 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 45 C.F.R. §§ 164.502(b) and 164.514(d).

2. Report any breach or security incident pursuant to the HIPAA Privacy Rule (45 C.F.R. Part 164, Subpart E). This report must be in writing and sent to MNSure not more than 2 days after learning of such non-permitted use or disclosure. Such a report will at least:
 - A. Identify the nature of the non-permitted use or disclosure;
 - B. Identify the PHI used or disclosed;
 - C. Identify who made the non-permitted use or disclosure and who received the non-permitted or violating disclosure;
 - D. Identify what corrective action was taken or will be taken to prevent further non-permitted uses or disclosures;
 - E. Identify what was done or will be done to mitigate any deleterious effect of the non-permitted use or disclosure; and
 - F. Provide such other information, including any written documentation, as MNSure may reasonably request.
 - G. Provide notice required by 45 C.F.R. §§ 164.404 through 164.408 to affected individuals, news media, and/or the Office of Civil Rights, Department of Health and Human Services, only upon direction from and in coordination with MNSure.
3. In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain or transmit protected health information on behalf of the business associate agree in writing to the same restrictions, conditions and requirements that apply to the business associate with respect to such information.
4. Within ten (10) business days of a request from an individual or their designee, make available protected health information in a designated record set, consistent with Minn. Stat. § 13.04, subdivision 3, and 45 C.F.R. § 164.524.
5. Within ten (10) business days, forward any request to make any amendment(s) to protected health information in a designated record set to MNSure in order for MNSure to satisfy its obligations under Minnesota Statutes § 13.04, subdivision 3 and 45 C.F.R. § 164.526.
6. Document such disclosures of PHI and information related to such disclosures as would be required for MNSure to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. Maintain and make available no later than fifteen (15) days after receipt of request from MNSure, the information required to provide an accounting of disclosures to MNSure as necessary to satisfy MNSure's obligations under 45 C.F.R. § 164.528, or upon request from MNSure respond directly to individual's request for an accounting of disclosures.
7. To the extent the business associate is to carry out one or more of MNSure's obligation(s) under Subpart E of 45 C.F.R. Part 164, comply with the requirements of Subpart E that apply to MNSure in the performance of such obligation(s).
8. Make its internal practices, books and records available for purposes of determining compliance with the HIPAA Rules.
9. Contractor may not use or disclose protected health information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by MNSure.
10. Comply with any and all other applicable provisions of the HIPAA Privacy Rule, Administrative and Security Standards, including future amendments thereto. Develop

written policies and procedures for safeguarding and securing PHI and complying with HIPAA and the HITECH Act, and other privacy laws.

11. Designate a privacy official to be responsible for the development and implementation of its policies and procedures as required by 45 C.F.R. Part 164, Subpart E.

- i) To the extent that any protected information is FTI, ensure that this data only be used as authorized under the Patient Protection and Affordable Care Act and the Internal Revenue Code, 26 U.S.C. § 6103(C), and IRS Publication 1075, and restrict from use for any other purpose.
- j) Mitigate, to the extent practicable, any harmful effects known to it of a use, disclosure or breach of security with respect to protected information by it in violation of this Agreement.
- k) Report and mitigate any fraudulent activities;
- l) Comply with any and all other applicable provisions of the Final Exchange Privacy Rule at 45 C.F.R. § 155.260, including future amendments thereto.

4. Disposition of Data upon Completion, Expiration or Agreement Termination

Upon completion, expiration or termination of this Agreement, Contractor will return to MNSure or destroy all protected information received or created on behalf of MNSure for purposes associated with this Agreement. A written certification of destruction or return to the MNSure Authorized Representative is required. Contractor will retain no copies of such protected information. If both parties agree that such return or destruction is not feasible, or if Contractor is required by the applicable regulation, rule or statutory retention schedule to retain beyond the life of this Agreement, Contractor will extend the protections of this Agreement to the protected information and refrain from further use or disclosure of such information, except for those purposes that make return or destruction infeasible, for as long as Contractor maintains the information.

5. Amendments

Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

6. Sanctions

In addition to any liability under section 6 of Agreement, 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. Interpretation

Any ambiguity in this Agreement shall be resolved to permit the parties to comply with HIPAA, MDGPA and other applicable state and federal statutes, rules and regulations affecting the collection, storage, use and dissemination of private or confidential information.

8. DHS Information Security Policy

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

9. Effect of statutory amendments or rule changes

The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the laws listed in paragraph 1 of this section or in any other

applicable law. However, any requirement in this Agreement or in the DHS Information Security Policy that is based upon HIPAA Rules or upon other federal or state information privacy or security laws means the requirement as it is currently in effect, including any applicable amendment(s), regardless of whether the Agreement has been amended to reflect the amendments(s).

11. Survival

The obligations of Contractor under this Attachment shall survive the termination of this Agreement.

Attachment A

**State of Minnesota
MNsire Public Awareness Marketing/Outreach Campaign**

Responder Overview

Number of employees:

Number of employees in responding office:

Number of employees assigned to MNsire account:

Approximate annual billings:

Approximate annual billings for responding office:

Responder Questions

1. What type of client is best served by your agency?
2. Describe how you would measure campaign success and what metrics you would use to assess the effectiveness of this campaign.
3. Describe how you would approach implementing MNsire's marketing and advertising campaign within the aggressive timeframe. What is your experience working with immediate and non-flexible timelines?
4. Describe how the firm goes about the development of basic creative strategies and your approach for innovative creative design.
5. Describe the methodology to justify creative and media investments and describe how a return on investment (ROI) is established and measured. What technologies have you developed and/or utilize in order to flawlessly execute and seamlessly track and report? Please provide a sample of a report or campaign analysis that MNsire would expect to see on an ongoing basis.
6. Describe any unique services the Responder thinks would be helpful in meeting the goals of this RFP.