

**STATE OF MINNESOTA  
PROFESSIONAL AND TECHNICAL SERVICES CONTRACT**

This contract is between the State of Minnesota, acting through its Department of Commerce ("State") and Salter Mitchell ("Contractor").

**Recitals**

1. Under Minnesota Statute § 15.061 the State is empowered to engage such assistance as deemed necessary.
2. The State is in need of market research to inform public outreach and education components of an Exchange.
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:** April 23, 2012, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 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:** July 30, 2012, 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 conduct in-depth market research, in accordance with Exhibit A, which is attached and incorporated into this contract, that will inform the components and deliverables for a statewide public awareness campaign for the Minnesota Health Insurance Exchange. The Contractor agrees to perform market research that will: 1) further define the target audiences for the Exchange; 2) capture audience characteristics so they can propose effective strategies to reach the audience and; 3) outline potential messaging that will capture audience attention.

**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 upon acceptance by the state that the tasks and deliverables have been completed, and in accordance with the breakdown of costs as set forth below.

1. Status Report at the conclusion of Phase Two (\$8,960)
  - a. Orientation
  - b. Research Formulation
2. Status Report for Phase Three, Qualitative Tasks (\$52,674)
  - a. Stakeholder Interviews
  - b. Focus Groups
3. Status Report for Phase Three, Quantitative Tasks (\$63,206)

- a. Statewide surveys – consumer and small employers
4. Final Report at the conclusion of Phase 4 (\$25,011)
- a. All analysis
  - b. Recommendations
  - c. Final in-person presentation
- (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 \$0.00; 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" promulgated by the commissioner of Employee Relations, 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 \$149,851.

#### 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:
- \$ 8,960.00 upon completion and acceptance of Phase Two
  - \$52,674.00 upon completion and acceptance of Phase Three
  - \$63,206.00 upon completion and acceptance of Phase Three
  - \$25,011.00 upon completion and acceptance of Phase Four
- (B) **Retainage.** Under Minnesota Statutes Section 16C.08, subdivision 5(b), no more than 90% 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.
- (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 HHS section 1311 CDFA number 93.525 of the Patient Protection and Affordable Care Act of 2010. 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 Representatives**

The State's Authorized Representative is April Todd-Malmlov, Health Insurance Exchange Director, Department of Commerce, 651-296-6572, 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 Peter Mitchell, Chairman, Salter Mitchell, 117 South Gadsden Street, Tallahassee, FL 32301, 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:

- 1) Intentional, willful, or negligent acts or omissions; or
- 2) Actions that give rise to strict liability; or
- 3) 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 Minnesota Statute § 16C.05, subdivision 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, Minnesota Statute 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 Minnesota Statute § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minnesota Statute 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 the State, and consult with the agency as to how the Contractor should respond to the request. The Contractor's response to the request shall comply with applicable law.

**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.* 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." 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 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 Minnesota Statute § 176.181, subdivision 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 principles 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 Minnesota Statute § 270C.65, Subdivision 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 which 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 Minnesota Statute § 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 **Minnesota Statute § 181.59**

The vendor will comply with the provisions of Minnesota Statute § 181.59 which requires:

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 Minnesota Statute § 363A.36 and Minnesota Rule Parts 5000.3400-5000.3600. A contractor covered by Minnesota Statute § 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 **Minnesota Statute § 363A.36.** Minnesota Statute § 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 **Minnesota Rule 5000.3400-5000.3600.**
- (A) **General.** Minnesota Rule 5000.3400-5000.3600 implement Minnesota Statute § 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 Minnesota Rule 5000.3400-5000.3600 including, but not limited to, parts 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 Minnesota Statutes Section 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 of the Minnesota Department of Human Rights. 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 Minnesota Statutes Section 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 Minnesota Statute § 363A.36 and Minnesota Rule 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 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.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statute §§ 16A.15 and 16C.05.

Signed: Jennifer Hestens

Date: 4/23/12

CPMS Contract No. A-45148, Po # 1384

2. CONTRACTOR

The Contractor certifies that the appropriate person(s) have executed the contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: [Signature]

Title: PETER MITCHELL, CHAIRMAN

Date: APRIL 23, 2012

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

3. STATE AGENCY

By: [Signature]  
(With delegated authority)

Title: Exchange Director

Date: April 24, 2012

4. COMMISSIONER OF ADMINISTRATION

As delegated to Materials Management Division

By: [Signature]

Title: Negotiations Mgr

Date: 4/24/12

By: \_\_\_\_\_

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

Distribution:  
Agency  
Contractor  
State's Authorized Representative - Photo Copy

## Exhibit A

# STATE OF MINNESOTA PROFESSIONAL AND TECHNICAL SERVICES CONTRACT Health Insurance Exchange Public Outreach and Education – Market Research

Contractor will perform the following work.

### 1. Phase One and Two, Research Formulation

Contractor will provide a status report to the state upon completion of Phase Two, Research Formulation:

#### A. Orientation

The Contractor will conduct research to gain background and foundational information necessary to fully ascertain the existing health insurance distribution system in Minnesota, including the current role of health insurers, agents and brokers, and entities that assist with Medicaid enrollment. The State will share all known, pertinent information it has and/or guide the Contractor to avenues where they can find additional data.

#### B. Research Formulation

Contractor will design the research methodology to answer the needs of the project. Specific deliverables will include:

- Formulating Key Information interview questions
- Develop sampling and weighting plans for quantitative surveys
- Develop survey content
- Conduct relevant cognitive testing of survey instruments
- Finalize and program the instrument, including thorough testing
- Prepare and execute analytical and banner plans
- Conduct fieldwork, keeping state abreast of status at all times
- Conduct all data analysis upon conclusion of field work and cleaning of data (includes coding of open-ends, descriptive statistics and multivariate analyses)

### 2. Phase Three, Qualitative Tasks

Contractor will provide status reports to the state upon completion of Phase Three, Qualitative Tasks:

#### A. Key Informant Interviews

Contractor will conduct key informant interviews to ascertain the challenges for public outreach and education on a health insurance exchange that are specific to Minnesota.

- Minimum of 10 interviews

#### B. Consumer/Business Focus Groups

Contractor will conduct focus groups with consumers and small business owners to ascertain the issues surrounding the public outreach and education for the Minnesota Health Insurance Exchange.

- Minimum of 14 groups
- Seven representatives per group (seven representatives are recruited with a minimum of 5 to show)
- Held in the 6 geographic districts of Minnesota; northeast, northwest, central, metro, southwest, southeast
- Mix of both consumer and small business owner
- Group composition to be a diverse mix that represents Minnesota's population demographics
- Video recordings of all sessions
- The State may elect to expand the number of focus groups held in the Minneapolis-St. Paul metro area. For each Consumer Focus Group added, the Contractor would receive payment of \$2,900. For each Small Business Group added, the Contract would receive payment of \$3,350.

### 3. Phase Four, Quantitative Surveys

Contractor will provide a status report to the state upon completion of Phase Four, Quantitative Surveys:

#### A. Consumer Survey

Contractor will conduct a consumer survey to gather data to inform a public outreach and education campaign for the Minnesota Health Insurance Exchange.

- Total sample size of 800
- Survey length of 15 minutes
- Computer assisted telephone interviews (CATI) drawing on both landlines and cell phones
- Various populations in both urban and rural communities

#### B. Small Business Survey

Contractor will conduct a consumer survey to gather data to inform a public outreach and education campaign for the Minnesota Health Insurance Exchange.

- Total sample size of 250
- Survey length of 15 minutes
- Computer assisted telephone interviews (CATI)
- Business owners in both urban and rural communities

### 4. Summary Report

Contractor will provide a summary report to the state at the conclusion of the project. The report will include:

- Executive summary with key actionable findings and implications/recommendations
- Methodology section
- Detailed findings, including relevant charts and graphs
- Appendices with all supporting documentation

Contractor will make a minimum of three (3) presentations of the final report, either in-person or via webinar, during the months of June/July during mutually agreed upon dates. Anticipated audiences for those meetings are the Health Insurance Exchange Advisory Task Force, various technical work groups, and the Health Reform Task Force.

### 5. Timeline

Contractor will meet the following timeline requirements:

Week 1	April 23	Orientation / Research Design
Week 2	April 30	Key Informant Interviews / Status Report
Week 3	May 7	Qualitative/Quantitative Formulation
Week 4	May 14	Qualitative/Quantitative Formulation
Week 5	May 21	Qualitative Focus Groups / Status Report
Week 6	June 4	Qualitative Analysis / Quantitative Survey Testing
Week 7	June 11	Quantitative Surveys
Week 8	June 18	Quantitative Analysis / Status Report
Week 9	June 25	Draft Summary Report
Week 10	July 2	Final Summary Report

**AMENDMENT NUMBER 1 TO CONTRACT NUMBER 45148**

Contract Start Date:	<u>April 24, 2012</u>	Total Contract Amount:	<u>\$165,901.00</u>
Original Contract Expiration Date:	<u>July 30, 2012</u>	Original Contract:	<u>\$149,851.00</u>
Current Contract Expiration Date:	<u>NA</u>	Previous Amendment(s) Total:	<u>\$0.00</u>
Requested Contract Expiration Date:	<u>NA</u>	This Amendment:	<u>\$16,050.00</u>

This amendment is by and between the State of Minnesota, through its Commissioner of Commerce ("State") and Salter Mitchell, 117 South Gadsden Street, Tallahassee, FL 32301 ("Contractor").

**Recitals**

1. The State has a contract with the Contractor identified as Contract Number 45148 ("Original Contract") to provide market research for the Health Insurance Exchange.
2. The State has need of additional focus groups to increase effectiveness of market research.
3. The State and the Contractor are willing to amend the Original Contract as stated below.

**Contract Amendment**

**REVISION 1.** Paragraph 2 (B) of Exhibit A is amended as follows:

B. Consumer/Business Focus Groups

Contractor will conduct focus groups with consumers and small business owners to ascertain the issues surrounding the public outreach and education for the Minnesota Health Insurance Exchange.

- Minimum of 14 groups
- Seven representatives per group (seven representatives are recruited with a minimum of 5 to show)
- Held in the 6 geographic districts of Minnesota; northeast, northwest, central, metro, southwest, southeast
- Mix of both consumer and small business owner
- Group composition to be a diverse mix that represents Minnesota's population demographics
- Video recordings of all sessions
- ~~The State may elect to expand the number of focus groups held in the Minneapolis-St. Paul metro area. For each consumer focus group added, the Contractor would receive payment of \$2,900. For each small business group added, the Contractor would receive payment of \$3,350~~
- To improve the percentage of groups in the metro area and capture the Hispanic population which are heavily over-represented among the uninsured, the following groups will be included at the additional costs listed below:

\$2,900.00 for one Medicaid group (5-7 participants)

\$3,350.00 for one small business groups (3-9 empl)

\$5,800.00 for two uninsured groups (two Spanish)

\$4,000.00 for Spanish interpretation

**REVISION 2.** Clause 4.1 "Consideration" is amended as follows:

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 upon acceptance by the state that the tasks and deliverables have been completed, and in accordance with the breakdown of costs as set forth below.

1. Status Report at the conclusion of Phase Two (\$8,960)
  - a. Orientation
  - b. Research Formulation
2. Status Report for Phase Three, Qualitative Tasks (\$52,674 \$68,724)
  - a. Stakeholder Interviews
  - b. Focus Groups
3. Status Report for Phase Three, Quantitative Tasks (\$63,206)

a. Statewide surveys -- consumer and small employers

4. Final Report at the conclusion of Phase 4 (\$25,011)

- a. All analysis
- b. Recommendations
- c. Final in-person presentation

(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 \$0.00; 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" promulgated by the commissioner of Employee Relations, 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 \$149,851; \$165,901.00.

REVISION 3, Clause 4.2 "Payment" is amended as follows:

**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:

- \$ 8,960.00 upon completion and acceptance of Phase Two
- \$52,674.00 \$68,724.00 upon completion and acceptance of Phase Three
- \$63,206.00 upon completion and acceptance of Phase Three
- \$25,011.00 upon completion and acceptance of Phase Four

Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

**1. STATE ENCUMBRANCE VERIFICATION**

Individual certifies that funds have been encumbered as required by Minn. Stat. §§16A.15 and 16C.05.

Signed: Veronica Hernandez

Date: 5/7/12

SWIFT Contract No. 45148

**3. STATE AGENCY**

Individual certifies the applicable provisions of Minn. Stat. §16C.08, subdivisions 2 and 3 are satisfied.

By: [Signature]

Title: Exchange Director

Date: 5-14-12

**2. CONTRACTOR**

The Contractor certifies that the appropriate person(s) have executed the contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: [Signature]

Title: Peter Mitchell, Chairman

Date: 5/10/12

**4. COMMISSIONER OF ADMINISTRATION**

As delegated to Materials Management Division

By: [Signature]

Date: 5/22/12

Distribution:  
Agency  
Contractor  
State's Authorized Representative - Photo Copy