

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

This contract is between the State of Minnesota, acting through its Commissioner of Commerce or Commissioner of Minnesota Management and Budget ("State") and Haberman ("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 branding 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:* November 26, 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:* February 28, 2013, 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 branding development, 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 branding development, a required element of running a state-based exchange, that will: 1) successfully connect with Minnesotans and sell the services of the Exchange; 2) that is easily recognizable and strongly desired by the consumer, and; 3) designed in a manner that shall be effectively used in multiple languages in order to reach the diverse targeted populations.

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. Brand Discovery (\$32,050)
 - a. Orientation
 - b. Discovery Sessions
 - c. One-on-One Interviews
 - d. Comprehensive Brand Audit
 - e. Brand Review

2. Brand Creation (\$46,950)
 - a. Brand Architecture and Vision
 - b. Visual Identity/Logo
3. Brand Testing (\$49,075)
 - a. Research Formulation
 - b. Qualitative Focus Groups
 - c. One-on-One Interviews
 - d. Summary Report
4. Brand Finalization (\$34,350)
 - a. Style Guide
 - b. Templates
 - c. Design Files
 - d. Summary Report
 - e. Presentations

- (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 \$162,425.

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:
- \$32,050.00 upon completion and acceptance of deliverables in Exhibit A, Section (1) and (6)
 - \$46,950.00 upon completion and acceptance of deliverables in Exhibit A, Section (2)
 - \$49,075.00 upon completion and acceptance of deliverables in Exhibit A, Section (3)
 - \$34,350.00 upon completion and acceptance of deliverables in Exhibit A, Section (4) and (5)
- (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.

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, 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 State's Project Manager is Mary Sienko, Communications and Marketing Director, 651-296-6685.

The Contractor's Authorized Representative is Brian Wachtler, President, Haberman, 430 First Avenue N, Suite 216, Minneapolis, MN 55401, 612-372-6442, or his/her successor. The Contractor's Project Manager is Rich McCracken, Account Director, 612-372-6461. 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. The State may transfer or assign any rights or obligations under this contract to any other Authorized Representative of the State or to any quasi-governmental agency or as otherwise required by law.

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

11.1 Contractor shall not commence work under the Contract until they have obtained all the insurance specified below. Contractor shall maintain such insurance in force and effect throughout the term of the Contract. 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.

11.2 Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

A. 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.

B. 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 which 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

Other; if applicable, please list _____

State of Minnesota named as an Additional Insured

C. 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 which 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

D. Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability Insurance

This policy will provide coverage for all claims the contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Contractor's professional services required under the contract.

Contractor is required to carry the following **minimum** limits:

\$1,000,000 – per claim or event

\$1,000,000 – annual aggregate

Any deductible will be the sole responsibility of the Contractor and may not exceed \$50,000 without the written approval of the State. If the Contractor desires authority from the State to have a deductible in a higher amount, the Contractor shall so request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that the State can ascertain the ability of the Contractor to cover the deductible from its own resources.

The retroactive or prior acts date of such coverage shall not be after the effective date of this Contract and Contractor shall maintain such insurance for a period of at least three (3) years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by Contractor to fulfill this requirement.

11.3 Additional Insurance Conditions:

- Contractor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State of Minnesota with respect to any claim arising out of Contractor's performance under this contract;
- If Contractor receives a cancellation notice from an insurance carrier affording coverage herein, Contractor agrees to notify the State of Minnesota within five (5) business days with a copy of the cancellation notice, unless Contractor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State of Minnesota;
- Contractor is responsible for payment of Contract related insurance premiums and deductibles;
- If Contractor is self-insured, a Certificate of Self-Insurance must be attached;
- Contractor's policy(ies) shall include legal defense fees in addition to its liability policy limits, with the exception of B.4 above;
- Contractor shall obtain insurance policy(ies) from insurance company(ies) having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota; and
- An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the Contract.

11.4 The State reserves the right to immediately terminate the contract if the contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the contractor.

All insurance policies must be open to inspection by the State, and copies of policies must be submitted to the State's authorized representative upon written request.

11.5 The successful responder is required to submit Certificates of Insurance acceptable to the State of MN as evidence of insurance coverage requirements prior to commencing work under the contract.

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 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.

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.

22 Approval of Deliverables

- 22.1 Each Deliverable shall be accepted by the State if finds that such Deliverable complies, in all material respects, with the requirements as set forth this contract. The State's review and approval of Deliverable shall be determined by the State's Project Manager in consultation with the State's Authorized Representative. If, within five (5) business days of the date of Contractor's submission of the final Deliverable, Contractor does not receive a written approval or rejection of such Deliverable, the Deliverable will be deemed approved by the State.

22.2 If any Deliverables have been approved by the State pursuant to the terms of this Contract the Contractor shall be entitled to rely on such approval.

23 Counterparts

This contract may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: Jennifer Hirsten

Date: 11/26/12

CFMS Contract No. A-55546, PO# 2568

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: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

4. COMMISSIONER OF ADMINISTRATION

As delegated to Materials Management Division

By: [Signature]

Title: Negotiations Mgr

Date: 11/29/12

By: _____

Date: _____

Distribution:

Agency

Contractor

State's Authorized Representative - Photo Copy

22.2 If any Deliverables have been approved by the State pursuant to the terms of this Contract the Contractor shall be entitled to rely on such approval.

23 Counterparts

This contract may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: Jerry Howard

Date: 11/26/12

CFMS Contract No. A- 55546, PO# 2568

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: Ben L. Jant

Title: President

Date: 11/27/12

By: Rich McCracken

Title: Account Director

Date: 11/27/12

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

4. COMMISSIONER OF ADMINISTRATION

As delegated to Materials Management Division

By: _____

Title: _____

Date: _____

By: _____

Date: _____

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

22.2 If any Deliverables have been approved by the State pursuant to the terms of this Contract the Contractor shall be entitled to rely on such approval.

23 Counterparts

This contract may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: Joseph Hendon

Date: 11/26/12

CFMS Contract No. A-53546, PO# 2568

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: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By: Amelia Ormusu-Piper
(with delegated authority)

Title: General Counsel

Date: 11/29/12

BT

4. COMMISSIONER OF ADMINISTRATION

As delegated to Materials Management Division

By: _____

Title: _____

Date: _____

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 – Branding

Contractor will perform the following work.

1. Phase One: Brand Discovery

The Contractor will assist the Exchange to imagine, articulate and visualize a brand for the Minnesota Health Insurance Exchange.

A. Orientation

The Contractor will review current and relevant exchange information in order to fully understand and assess branding opportunities and challenges. Review materials will be determined jointly by the Contractor and Project Manager and may include strategic development plan, market research, PR and marketing plans, exchange prototypes, etc. At the Orientation meeting of the Contractor and Project Manager, the Contractor will also present an updated timeline for each step of the branding project.

B. Discovery Sessions

The Contractor will conduct a minimum of three “deep dive” sessions with exchange stakeholders. The goal of the sessions is to solidify ideal outcomes of the brand’s presentation (e.g., mission/vision, visual identity, naming, branding and positioning/key messaging) and to discuss the co-branding application of government entities, partners, payers and other applicable organizations.

C. One-on-One Interviews

To supplement the information gathered through the Discovery Sessions, the Contractor will conduct up to 12 one-on-one interviews with stakeholders and appropriate external partners to gain additional insights. The interviews may be a mix of telephone conversations and face-to-face meetings.

D. Comprehensive Brand Audit

The Contractor will conduct a comprehensive audit of the ideal exchange brand experience and create a list of all online and offline applications, materials and collateral that will need to be created.

E. Brand Review

The Contractor will review and document five like-minded brands that are comparable to the ideal Exchange brand experience. The review will span the broader social, political and cultural landscape with particular attention paid to consumers and healthcare.

F. Deliverables

Brand Discovery deliverables are:

- A comprehensive synthesis of all Brand Discovery inputs.
- Preliminary brand architecture and brand vision.
- Preliminary positioning statements and key messaging focal areas.
- Preliminary naming options
- Creative brief outlining the components, objectives and key considerations for brand, visual identity and logo development.
- Mood/collage board – including collages of images, typefaces and colors – that point the Contractor’s designers in the appropriate direction for visual identity and logo development.

- Includes up to two rounds of revisions to the appropriate brand elements based on feedback from Exchange representatives.

2. Phase Two: Brand Creation

The Contractor will bring the brand to life through formal positioning, a comprehensive brand architecture, language visual identity and logo.

A. Brand Architecture and Vision

The Contractor will revise and expand the brand architecture and vision created in Brand Discovery, and articulate the Exchange brand story through a short manifesto that reflects the messages and tone to be used throughout communications.

B. Visual Identity/Logo

The Contractor will develop a minimum of three visual identity options. The options will include iconography and imagery explorations, unique patterns, color palettes and other visual and verbal expressions for the brand.

- Identity options will be brought to life in 2-3 illustrative applications, such as a web homepage mock-up and/or environmental applications such as collateral templates, signage, online banner ads, etc.
- The Contractor will lead a work session with Exchange representatives to present and obtain feedback on the visual identity option/logo for testing.
- Based on feedback, the Contractor will prepare visual identity options for Brand Testing.
- The Contractor will coordinate cultural and translation services of the visual identity option/logo for Brand Testing within approved budget estimate.
- Includes two rounds of revisions to the appropriate brand elements based on Exchange feedback.

3. Phase Three: Brand Testing

The Contractor will test the visual identity options/logo with Minnesota consumers to probe and clarify consumer reactions. Specifics include:

- Create formal research plan outlining methodology and recruitment approach.
- Develop participant screener and recruit participants, along with ongoing field management.
- Create moderator outline.
- Conduct qualitative focus groups.
 - Three (3) groups in the Twin Cities metro area.
 - Three (3) groups conducted in greater Minnesota.
 - Participant mix would follow the composition established for the Salter market research to represent a demographic reflection of potential Exchange audiences.
 - Duration of the focus group would last no longer than two (2) hours.
 - Nine (9) people would be recruited for each group to ensure a show-up rate of 6-8 participants.
- Conduct up to ten (10) one-on-one interviews with key stakeholders/end-users to supplement focus group findings. Interviews will be either via telephone or in-person.
- Provide a complete report with a summary of feedback and implications.

4. Phase Four: Brand Finalization

Contractor will finalize a proprietary Exchange brand. Items include:

- Based on Brand Testing and Exchange feedback/direction, finalize the creative assets for the Minnesota Health Insurance Exchange.

- Create a comprehensive brand style guide for the Exchange, encompassing:
 - Brand story
 - High-level positioning/messaging
 - Detailed visual style guide (e.g., logo usage guidelines, color palette, fonts, etc.) The guide will be delivered in PDF format.
- Develop 4-5 templates for collateral and other uses (e.g., letterhead, business card, PowerPoint presentation, news release, etc.)
 - Contractor will develop two (2) collateral suites based on the final logo. Exchange representatives will select one direction for finalization and production.
- Basic logo animation
- Delivery of design files for logo and appropriate visual identity elements.
 - The logo will delivered in approximately 15 formats, such as JPEG, GIF, AI and EPS file formats, and CMYK, RGB and black & white color modes.
- Includes up to two (2) rounds of revisions to the appropriate brand elements based on Exchange feedback.
- Summary report of brand development process to accompany final creative elements.

5. Presentations

The Contractor will create a PowerPoint presentation summarizing the work and give a minimum of three presentations either in person or via webinar. The presentations will be given to (1) the Outreach, Communications and Marketing Work Group, (2) the Health Insurance Exchange Advisory Task Force, and (3) the Health Care Reform Advisory Task Force. The dates of the presentation will be discussed at the Orientation meeting and entered into the project plan timeline. Additional presentations, or modifications of the receiving groups stated, may be required upon mutual agreement of the parties in writing.

6. Timeline

The Contractor is expected to complete all work within a 9-week timeframe. As stated above in Item One, the Contractor will bring a detailed timeline to the Orientation meeting. Final timeline, including holiday timing considerations, is subject to approval by both Exchange project manager and Contractor. Upon mutual agreement between the State and Contractor, project timelines may be adjusted. E-mail communications is an acceptable written agreement.