Grant Contract # 82928

Grant Contract

State of Minnesota

MNsure

THIS GRANT, and amendments and supplements thereto, is between State of Minnesota, acting through the Minnesota Insurance Marketplace, MNsure (hereinafter "State"), and Arrowhead Economic Opportunity Agency Inc., an independent Grantee, not an employee of the State of Minnesota, 702 Third Avenu South, Virginia, MN 55792, (hereinafter Grantee), witnesseth that:

WHEREAS the State is in need of community education and outreach services in order to carry out the exchange functions described in 45 Code of Federal Regulations, section 155.205; and

WHEREAS, pursuant to Minnesota Statutes, section 62V.05, subdivisions 1(b) (4), the State is empowered to engage such assistance as deemed necessary; and

WHEREAS Grantee represents that it is duly qualified and willing to perform the services set forth herein,

NOW, THEREFORE, it is agreed:

I. GRANTEE'S DUTIES. Grantee shall:

A. Assist populations facing barriers to coverage with enrollment and renewal through MNsure; find, connect with and educate uninsured Minnesotans about the importance of having health care insurance and their options for obtaining coverage through MNsure; and build regional navigator resource and referral networks to reach and enroll Minnesotans (where applicable), pursuant to Appendix A. Appendix A is attached and incorporated into this Grant Contract.

B. Adhere to In-Person Assister requirements as written in the Navigator/In-Person Assister Contract, if applicable.

C. Submit financial and program reports to the State in the manner and timeframe prescribed by the state.

1) Financial Reports (invoices) will be due quarterly according to the following schedule:
    a. September through December 2014: Due January 30, 2015
    b. January through March 2015: Due April 30, 2015
    c. April through June 2015: Due July 31, 2015
2) Interim progress reports will be due monthly in a format and timeframe to be determined by the State
3) Final reports will be due July 31, 2015, 30 calendar days following the expiration date in a manner prescribed by the State.

E. Disclose to State all affiliations that may present a direct, indirect, or perceived conflict of interest which includes submission of a written attestation that the Grantee is not a health insurance issuer or issuer of stop loss insurance, a subsidiary of a health insurance issuer or issuer of stop loss insurance, or an association that includes members of, or lobbies on behalf of, the insurance industry. The Grantee remains under a continuing obligation to notify and disclose a potential conflict of interest at any time it may arise but in no case later than five (5) business days of discovery of the conflict.

F. Ensure that Grantee's employees, agents and volunteers are educated on MNsure and maintain expertise in eligibility, enrollment, and program specifications.

G. Be responsible for ensuring proper handling and safeguarding of information collected, created, used, maintained, or disclosed on behalf of State. This responsibility includes applying appropriate screening measures and monitoring to protect information privacy, ensuring that employees and agents comply with and are properly trained regarding legal obligations, and having implemented administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentially, integrity, and availability of any electronic protected health information at rest and in transit that it creates, receives, maintains, or transmits on behalf of State.

H. Maintain detailed accounting of how MNsure federal funds are expended. Financial records of Grantee associated with activities under this Contract are subject to review by the State per Section IX of this Contract, State Audits.

I. Through its Authorized Representative, participate in ongoing monitoring activities and training provided by the state which may include, but is not limited to, check-in calls, desk reviews and on-site visits with State staff.

K. Work in partnership with the State to ensure results and accomplishments of Grantee activities are made available to the public at large. Grantees may be asked by the State to prepare a summary of their project and allow its use on the MNsure website and in MNsure materials.

II. CONSIDERATION AND TERMS OF PAYMENT.

A. Consideration for all services performed and goods or materials supplied by GRANTEE pursuant to this grant shall be paid by the STATE as follows:

1. Compensation shall be consistent with the Program Line Item Budget, which is incorporated into and made a part of the contract as Appendix B: Summary Budget.

   Any overrun must be communicated in writing to the STATE. For any overrun on line items in Appendix B, except in the Personnel or Direct Network Costs line items, the GRANTEE may shift up to ten percent (10%) of a budgeted line item amount without prior STATE approval. Any revisions exceeding ten percent (10%) of a line item, and all adjustments increasing the Personnel or Direct Network Costs line items, can be done on the budget revision form, which is available from the STATE. Amendments are required to add a budget line item, extend the end date, and increase the total grant award, pursuant to clause II of this grant.

2. Reimbursement for travel and subsistence expenses actually and necessarily incurred by GRANTEE'S performance of this grant contract shall be no greater amount than provided in the current Commissioner's Plan (which is incorporated by reference) promulgated by the Commissioner of Minnesota Management and Budget. GRANTEE shall not be reimbursed for travel and subsistence expense incurred outside the State of Minnesota unless it has received prior written approval for such out of state travel from the STATE.

3. The total obligation of the STATE for all compensation and reimbursements to GRANTEE shall not exceed two-hundred thousand dollars($200,000).

4. (If applicable.) For compensation payable under this grant contract, which is subject to withholding under state or federal law, appropriate amounts will be deducted and withheld by the State as required.

B. Terms of Payment

1. Reimbursement shall be one initial cash advance of $100,000 (equal to 50% of total grant award) followed by quarterly cost reimbursement based on the previous quarter's expenses. If actual expenditures of the Grantee are less than provided in the cash advance and any subsequent payments, the Grantee shall remit excess funds to the State no later than July 31, 2015.

   Please document the need for the Advance given to the GRANTEE:

   The Grantee is in need of an advance for the purpose of providing immediate outreach, education, and enrollment assistance, if applicable, during open enrollment

2. Reimbursement shall be quarterly cost reimbursement based on the previous quarter's expenses as documented by receipts, invoices, travel vouchers, and time sheets. If actual expenditures of the Grantee are less than provided in the cash advance and any subsequent payments, the Grantee shall remit excess funds to the State no later than July 31, 2015.

3. Payments shall be made by the STATE promptly after GRANTEE'S presentation of Financial Reporting invoices for services performed and acceptance of such services by the STATE'S authorized agent. Invoices shall be submitted in a form prescribed by the STATE and according to the schedule identified in section I.C.

4. (Where applicable. If blank this section does not apply.) Payments are to be made from federal funds obtained by the STATE through Section 1311 of the Affordable Care Act of 2010 (Public law 111-148 and amendments thereto) Catalog of Federal Domestic Assistance (CFDA) No. 93.525. Cooperative Agreement to Support Establishment of the Affordable Care Act's Health Insurance Exchange HBEIE130163. If at any time such funds become unavailable, this grant shall be terminated immediately upon written notice of such fact by the STATE to the GRANTEE. In the event of such termination, GRANTEE shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

5. GRANTEE's Data Universal Numbering System (DUNS) number is 82523713. The Data Universal Numbering System (DUNS) number is the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities.

6. (If Grantee using subcontractors) As required by Minn. Stat. §16A.1245, the prime Grantee must pay all subcontractors, less any retainage, within 10 calendar days of the prime Grantee'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).

7. Funds received under this grant may not be used for political campaign advocacy, lobbying activities, or promotion of Federal or State legislative and regulatory modifications.

8. All services provided by Grantee pursuant to this grant contract shall be performed to the satisfaction of the State, as determined at the sole discretion of its authorized representative, and in accord with all applicable federal, State, and local laws, ordinances, rules and regulations including business registration requirements of the Office of the Secretary of State. Grantee shall not receive payment for work found by the State to be unsatisfactory, or performed in violation of federal, State or local law, ordinance, rule or regulation.

9. The Grantee must reimburse the State upon demand or the State may deduct from future payments under this grant any amounts paid by the State, under this or any previous grant, for which invoices and progress reports have not been received, or for which the Grantee's books, records or other documents are not sufficient to clearly substantiate that those amounts were used by the Grantee to perform grant services.

III. TERMS OF CONTRACT. This grant shall be effective on September 1, 2014, or upon the date that the final required signature is obtained by the State, whichever occurs later, and shall remain in effect through June 30, 2015, or until all obligations set forth in this grant contract have been satisfactorily fulfilled, whichever occurs first. Grantee understands that no work should begin under this grant contract until all required signatures have been obtained, and Grantee is notified to begin work by the State's Authorized Representative. The Grantee shall have a continuing obligation, after said grant period, to comply with the following provisions of grant clauses: VIII. Indemnification; IX. State Audits; X. Information Privacy and Security; XI. Intellectual Property Rights; XII. Publicity; and XX. Jurisdiction and Venue.

IV. CANCELLATION.

A. For Cause or Convenience. This grant contract may be canceled by the State or Grantee at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, Grantee shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed. The State has the right to suspend or terminate this grant contract immediately if the State deems the health or welfare of the service recipients is endangered, when the State has reasonable cause to believe that the Grantee has breached a material term of the grant contract, or when Grantee's non-compliance with the terms of the grant contract may jeopardize federal financial participation.

B. Insufficient Funds. The State may immediately terminate this grant contract if it does not obtain funding from the Minnesota Legislature, federal grant, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination will be by written or fax notice (including electronic mail) to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee 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 grant contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

C. Breach. Notwithstanding clause IV. A. and B., upon State's knowledge of a curable material breach of the contract by Grantee, State shall provide Grantee written notice of the breach and ten (10) days to cure the breach. If Grantee does not cure the breach within the time allowed, Grantee will be in default of this contract and State may cancel the contract immediately thereafter. If Grantee has breached a material term of this contract and cure is not possible, State may immediately terminate this contract.

V. AUTHORIZED REPRESENTATIVES AND RESPONSIBLE AUTHORITY.

A. State. The State's authorized representative for the purposes of administration of this grant contract is David Van Sant, Navigator Agent Broker Manager, or her successor. Such representative shall have final authority for acceptance of Grantee's services and if such services are

accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause II. B.

B. Grantee. The Grantee's Authorized Representative is Lorrie Janatopoulos or his/her successor. This representative shall be responsible for the maintenance of grant records, accounting, and the terms of this Agreement. If the Grantee's Authorized Representative changes at any time during this contract, the Grantee must notify the State in writing within 10 business days.

VI. ASSIGNMENT. Grantee shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the State.

VII. AMENDMENTS. Any amendments to this grant contract shall be in writing, and shall be executed by the same parties who executed the original grant contract, or their successors in office.

VIII. INDEMNIFICATION. In the performance of this grant contract by Grantee, or Grantee's agents or employees, the Grantee 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 Grantee'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 clause 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 Grantee may have for the State's failure to fulfill its obligation under this grant contract. The liability of the State shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section 3.736, and other applicable law.

IX. STATE AUDITS. Under Minn. Stat. §16C.05, subd. 5, the books, records, documents, and accounting procedures and practices of the Grantee and its employees, agents, or subcontractors relevant to this grant contract shall be made available and subject to examination by the State, including MNsure, the Legislative Auditor, and State Auditor for a minimum of six years from the end of this grant contract. Upon request, Grantee must provide the State with any documentation necessary to facilitate payment for services.

X. INFORMATION PRIVACY AND SECURITY. The Contractor and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, 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 Statutes § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minnesota Statutes Chapter 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 Exhibit C, which is incorporated and attached to this Contract.

XI. INTELLECTUAL PROPERTY RIGHTS.

A. Definitions. *Works* means all inventions, improvements, discoveries (whether or not patentable or copyrightable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of the contract. *Works* includes *"Documents."* *Documents* are the originals of any data bases, 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 Grantee, its employees, agents, or subcontractors, in the performance of this contract.

B. Ownership. The State owns all rights, title, and interest in all of the intellectual property, including copyrights, patents, trade secrets, trademarks, and service marks in the *Works* and *Documents created and paid for under this contract.* The Works and Documents will be the exclusive property of the State and all such Works and Documents must be immediately returned to the State by the Grantee 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." If using State data, Grantee must cite the data, or make clear by referencing that State is the source.

C. Responsibilities.
   1. *Notification.* Whenever any Works or Documents (whether or not patentable) are made or conceived for the first time or actually or

constructively reduced to practice by the Grantee, including its employees and subcontractors, and are created and paid for under this contract, the Grantee 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. The Grantee will assign all right, title, and interest it may have in the Works and the Documents to the State.

2. *Filing and recording of ownership interests.* The Grantee 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 created and paid for under this contract. The Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in these Works and Documents are the sole property of the State, and that neither Grantee nor its employees, agents, or subcontractors retain any interest in and to these Works and Documents.

3. *Duty not to Infringe on intellectual property rights of others.* The Grantee represents and warrants that the Works and Documents created and paid for under this contract do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 10, the Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Grantee'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 these Works or Documents infringe upon the intellectual property rights of others. The Grantee 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 Grantee's or the State's opinion is likely to arise, the Grantee 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.

XII. PUBLICITY

A. **Publicity.** Any publicity regarding the subject matter of this Contract must identify State as the sponsoring agency and must not be released without prior written approval from State's Authorized Representative. For purposes of this provision, publicity includes any and all

communications with the media or press with respect to the program, publications, or services provided resulting from this Contract, and any notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Contractor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. **30 Day Review Period.** Publicity items submitted to State for written approval will be reviewed by State within 30 days of receipt.

C. **MNsure Branding.** MNsure provides its express approval for Grantee to use the Official MNsure Partner Badge Logo in relation to activities arising out of this Contract.

D. **Endorsement.** Contractor must not claim that State endorses its products or services.

XIII. AFFIRMATIVE ACTION AND NON-DISCRIMINATION

A. Affirmative Action requirements for Grantees with more than 40 full-time employees and a contract in excess of $100,000. If Grantee has had more than 40 full-time employees within the State of Minnesota on a single working day during the previous twelve months preceding the date Grantee submitted its response to the State, it must have an affirmative action plan, approved by the Commissioner of Human Rights of the State of Minnesota, for the employment of qualified minority persons, women and persons with disabilities. See Minnesota Statutes section 363A.36 (2012). If Grantee has had more than 40 full-time employees on a single working day during the previous twelve months in the State in which it has its primary place of business, then Grantee must **either:** 1) have a current Minnesota certificate of compliance issued by the Minnesota Commissioner of Human Rights; **or** 2) certify that it is in compliance with federal Affirmative Action requirements.

B. Affirmative Action and Non-Discrimination requirements for all Grantees.
   1. The Grantee agrees not to discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status in regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age in regard to any position for which the employee or applicant for employment is qualified. Minnesota Statutes section 363A.02. Grantee agrees to take affirmative steps to employ, advance in employment, upgrade, train, and recruit minority persons, women, and persons with disabilities.

2. The Grantee 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 Grantee agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Minn. Rule 5000.3550

3. Grantee agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

4. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices will State the rights of applicants and employees, and Grantee's obligation under the law to take affirmative action to employ and advance in employment qualified minority persons, women, and persons with disabilities.
5. The Grantee will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Grantee is bound by the terms of Minnesota Statutes, section 363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment minority persons, women, and persons with physical and mental disabilities.

XIV. WORKERS' COMPENSATION. The Grantee certifies that it is in compliance with Minnesota Statute section 176.181, subdivision 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered employees of the State. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way the State's obligation or responsibility.

XVI. OWNERSHIP OF EQUIPMENT. Disposition of all equipment purchased under this grant shall be in accordance with title 45, Code of Federal Regulations, Part 92. For all equipment having a current per unit fair market value of $5,000 or more, the State shall have the right to require

transfer of the equipment (including title) to the Federal Government or to an eligible non-Federal party named by the State. This right will normally be exercised by the State only if the project or program for which the equipment was acquired is transferred from one Grantee to another.

XVII. FEDERAL AUDIT REQUIREMENTS AND GRANTEE DEBARMENT INFORMATION.

A. Grantee certifies it will comply with the Single Audit Act, and OMB Circular A-133, as applicable. All sub-recipients receiving $500,000 or more of federal assistance in a fiscal year will obtain a financial and compliance audit made in accordance with the Single Audit Act, or OMB Circular A-133, as applicable. Failure to comply with these requirements could result in forfeiture of federal funds.

B. Grantee 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. Grantee's certification is a material representation upon which the grant contract award was based. Grantee 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.

C. Federal money will be used or may potentially be used to pay for all or part of the work under the grant contract, therefore Grantee 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. Grantee's certification is a material representation upon which the grant contract award was based.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSATIONS

Instructions for Certification

1. By signing and submitting this grant contract, 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 grant contract 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 grant contract 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 grant contract 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 grant contract, 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 grant contract.

XX. JURISDICTION AND VENUE. This grant contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this grant contract, or breach thereof, shall be in the State or federal court with competent jurisdiction in Ramsey County, Minnesota.

XXI. WAIVER. If the State fails to enforce any provision of this contract, that failure does not waive the provision or the State's right to enforce it.

XXII. CONTRACT COMPLETE.

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

XXIII. **OTHER PROVISIONS.**

1. GRANTEE agrees that it will at all times during the term of the grant contract keep in force a commercial general liability insurance policy with the following minimum amounts: $2,000,000 per occurrence and $2,000,000 annual aggregate, protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the grant contract whether the operations are by the GRANTEE or by a subcontractor or by anyone directly or indirectly employed by the GRANTEE under the grant contract.

2. The GRANTEE further agrees to keep in force a blanket employee theft/employee dishonesty policy in at least the total amount of the first year's grant award as either an addendum on its property insurance policy, or, if it is not feasible to include it as an addendum to the property insurance policy, as a stand-alone employee theft/employee dishonesty policy. *The STATE will be named as both a joint payee and the certificate holder on the property insurance policy addendum or on the stand-alone employee theft/employee dishonesty policy, whichever is applicable.* Only in cases in which the first year's grant award exceeds the available employee theft/employee dishonesty coverage may grantees provide blanket employee theft/employee dishonesty insurance in an amount equal to either 25% of the yearly grant amount, or the first quarterly advance amount, whichever is greater. *Upon execution of this grant contract, the GRANTEE shall furnish the State with a certificate of employee theft/employee dishonesty insurance.*

3. GRANTEE agrees that no religious based counseling shall take place under the
auspices of this grant.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED:

1. State ENCUMBRANCE VERIFICATION
Individual certifies that funds have been encumbered as required by Minn. Stat. 16A and 16C.15

By	
Date	Aug. 31, 2014
Grant No:	82928

2. State Minnesota Insurance Marketplace (MNsure)

By	
Title	Deputy Director
Date	9/2/2014.

3. Grantee
Signatory is authorized by applicable articles, by-laws, resolutions, or ordinances to sign on behalf of the Grantee.

By Paul Carlson	
Title	Assistant Executive Director
Date	8/18/14

By: _____
Steve Raukar, Chairperson
Board of Directors
Date: 8-18-14

Distribution:
Agency - Original (fully executed) contract
Grantee

Appendix A: Work Plan

GOALS: Coalition goals are to educate uninsured consumers on the value of health care coverage and to reduce the number of uninsured residents across the rural geography served.

OBJECTIVES:

- Reach 125,000 individuals during the grant period
- Successfully enroll or renew 1,049 people in health care coverage through MNsure
- Strengthen the Coalition's Resources and Referral Network

ACTIVITIES:

- *Outreach and Enrollment Activities*

Uninsured Young Adults (Target: 17%, 21,250 reached; 178 enrolled/renewed): The Coalition will continue to work with all internal programs that have young adult participants or participants who have influence over young adults. Particular emphasis will be placed on homeless youth programs and Adult Basic Education (ABE). ABE is administered by AEOA across seven of the 12 counties in this MNsure service area and this in-house connection helps guarantee seamless referral. ABE worked with 983 students last year between the ages of 18 and 34 and 228 indicated that they were uninsured. All were provided contact information for one of the Coalition Navigators.

An additional strategy that has been proven successful in reaching young adults is educating senior citizens on the value of health care coverage and that Coalition Navigators can assist with enrollment. Both AEOA and Lakes & Pines Community Action Council schedule regular SNAP outreach and other service information outreach at senior dining sites and with other senior service providers. Parents and grandparents reached through these outreach efforts have been very influential in encouraging the young adults in their families to contact Coalition agencies to learn more about and enroll in health care coverage.
The Coalition will work at improving outreach efforts to colleges within our service area (Anoka-Ramsey Community College, Fond du Lac Community College, Pine Technical College, Itasca Community College, Rainy River Community College, Mesabi Range College, Vermilion Community College, and Hibbing Community College). The Coalition is also planning to increase its presence on Facebook and target clients of the free income tax preparation clinics held by each of the agencies.

Homeless and Low-income Households (Target: 82%, 102,500 reached; 860 enrolled/renewed): Coalition partners will continue education and outreach to on-going work with homeless and at-risk households. Coalition partners will also work with all the counties in the service area and with insurance agents and brokers who are part of the MNsure system to make sure that consumers who qualify for the public health programs are able to enroll.

Working but Lacking Access to Employer-Sponsored Insurance (Target: 80%, 100,000 reached; 839 enrolled/renewed): Coalition Partners will use a variety of strategies to reach out to those who are employed but uninsured including multiple contacts and education efforts with local businesses/employers to reinforce the value of health care coverage and make sure they are aware of the availability of navigation assistance. Coalition partners will expand on SHOP outreach efforts such as participating in business expos, job fairs, presenting information at Chambers of Commerce meetings, and direct mailings to area small businesses. Each Community Action Agency belongs to Chambers of Commerce across its respective territory.

Efforts at reaching uninsured employed people may need to be repeated in order for employers and employees to fully understand the value of an insured workforce.

The Coalition also has excellent partnerships with WorkForce Center organizations. AEOA Employment and Training Services are co-located in all WorkForce Centers in northeastern Minnesota and the Department has good connections with employers. WorkForce Centers see a great number of unemployed and underemployed people who lack health insurance. These partnerships will make sure that consumers needing assistance are referred to Navigators.

Living in Isolated Rural Areas: *(Target: 100%, 125,000 reached; 1,079 enrolled/renewed):* As previously noted, many current Community Action consumers live in very isolated areas and all live rurally. Extensive travel is required by staff to provide outreach and face-to-face enrollment assistance, as many consumers have substantial transportation barriers (public transit is limited and personal vehicle ownership is costly) and/or limited technology capabilities and/or access. The addition of Sawtooth Mountain Clinic to this Coalition is one that makes great consumer-sense. Sawtooth Mountain Clinic operates as the primary health care access point in Cook County, a county that is extremely remote, sparsely populated, and having a high rate of uninsured people. Additionally, at nearly 11%, Cook County has the highest percentage of people of color in any of the counties we are serving. This is due to their location and connection with Grand Portage Indian Reservation.

Coalition Partners KOOTASCA Community Action and AEOA will employ Health Promoters with a primary job to reach out and connect eligible and uninsured consumers with Navigators. The Promoters will provide the flexibility necessary to do whatever it takes to help an uninsured eligible consumer connect with a Navigator. Promoters will make special effort to reach out to under-represented population groups and ways of doing that may include conducting presentations and making appointments in remote locations, transporting people to a Navigator location, or connecting a consumer with a Navigator from a non-partner agency if it makes better consumer-sense.

American Indian People (Target: 2%, 2,500 reached; 21 enrolled/renewed): Indian Reservations within this region include Bois Forte and Nett Lake; Grand Portage; Fon du Lac Band of Lake Superior Chippewa; the Mille Lacs Band of Ojibwe; and the Leech Lake Band of Ojibwe. Although many of the Reservations have their own navigation infrastructure in place, the Coalition has been working closely with them as appropriate. KOOTASCA Community Action has been working with the Leech Lake Band of Ojibwa and the Minnesota Chippewa Tribe including joint outreach, education, and enrollment events. AEOA has connected with Bois Forte and Nett Lake Reservation to appropriately refer American Indian people living off the Reservation. As mentioned previously, SMC is embedded in Grand Portage Indian Reservation.

- *Strengthening the Network Activities*

Maintain Partnership with Current Network: Coalition members have a well-established web of multiple partnerships across local people-helping systems including local county offices, community centers, food shelf networks, libraries, medical systems, churches, and small businesses. The Coalition has an informal partnership with United Way's 2-1-1, a well-used information and referral resource and often the first call for help for vulnerable and "hard-to-reach" population groups. The Coalition also has a great working relationship with other MNsure Navigator groups including Insure Duluth, Planned Parenthood, the Minnesota Chippewa Tribe, Native American Reservations within our service area, the Women's Health

Center, and Minnesota Community Action Partnership to name a few, as well as a very good relationship with MNsure's Community Outreach Liaison for the Northeast Region, Susan Frericks.

Build Bridge to Benefits and Connect with Other Informal Partners: Lakes & Pines Community Action Council has extensive experience using Bridge to Benefits to screen consumers and connect them to all benefits and tax credits they may be eligible for and arranges Bridge to Benefits and other service-related trainings for partners, in addition to providing some application assistance for certain benefits (SNAP and Social Security). AEOA and KOOTASCA use Bridge to Benefits to a lesser extent but are working with the Children's Defense Fund to build capacity in that area. As listed in the workplan, the Coalition is intent on greater outreach and connection to MNsure Insurance Agents/Brokers, employers, correction systems, and Chambers of Commerce.

COMMUNICATIONS PLAN: A communications plan is attached.

Project Goal(s): Educate uninsured consumers of the value of health care coverage.			
Objective 1: Reach 125,000 individuals during the grant period.			
	Activity	**Responsible Person**	**Timeframe**
1	Radio PSAs and interviews	Joan Madsen Kirchner, Jeff Poenix, Michelle Lampton, Angela Neal	Bi-weekly September-December. Bi-monthly February-June
2	Increase outreach at local colleges	Joan Madsen Kirchner, Marilyn Spensley, Pam Douglas, Angela Neal, Melissa Frohrip, Jeff Poenix	September-June
3	Outreach to small businesses	Joan Madsen Kirchner, Jeff Poenix, Angela Neal, Melissa Frohrip	September-June
4	Outreach to senior dining sites and food shelves	Marilyn Spensley	September-June
5	Coordinate mailings to all Lakes and Pines clients, and all KOOTASCA clients, and a utility bill mailer in Hibbing and Biwabik	Dawn Besemann, Jeff Poenix, Michelle Lampton	September-December
6	Coordinate outreach with partners	Dawn Besemann & Joan Madsen Kirchner Rachelle Christenson, Suzanne Davies, Lori Gastecki	September-June
7	Coordinate and staff local outreach events with MNsure campaigns	Joan Madsen Kirchner, Jeff Poenix, Angela Neal, Melissa Frohrip, Rebecca Boelter	September-June
8	Post MNsure information, outreach and enrollment schedule on Agencies websites and Facebook pages, coffee shops, and youth hang outs	Dawn Besemann & Joan Madsen Kirchner, MIS staff,	September-June
8	Mailing to past VITA consumers to reinforce tax penalties of not having health insurance	Pam Douglas	October
9	Participate in Operation Community Connect events and other community expos, health fairs, job fairs, Veteran Stand Downs,	One navigator per even (Lakes and Pine), Jeff Poenix, Angela Neal,	Primarily September-November

	women's expo and established community events	Melissa Frohrip, Rachelle Christenson, Suzanne Davies, Lori Gastecki	
10	Outreach to Native American communities. Hold enrollment event	Jeff Poenix, Angie Neal, Melissa Frohrip and Rachelle Christenson, Suzanne Davies and Lori Gastecki	September-June
Project Goal(s): Reduce number of uninsured consumers			
Objective 2: Successfully enroll 1049 in health care coverage			
	Activity	**Responsible Person**	**Timeframe**
1	Educate and enroll homeless youth, 18-24 years of age	Megan Bohlman, Jeff Poenix, Linda Reed, Fail Beckman, Andrew Almendinger, Paula Valentine, Melissa Frorhip, Angela Neal	September-June
2	Educate and enroll youth 18-34	Joan Madsen Kirchner, Marilyn Spensley, Pam Douglas, Jeff Poenix, Linda Reed, Fail Beckman, Andrew Almendinger, Paula Valentine, Melissa Frorhip, Angela Neal, Rachelle Christenson, Suzanne Davies, Lori Gastecki	September-June
3	Educate and enroll uninsured workers	Joan Madsen Kirchner, Marilyn Spensley, Pam Douglas, Jeff Poenix, Linda Reed, Fail Beckman, Andrew Almendinger, Paula Valentine, Melissa Frorhip, Angela Neal, Rachelle Christenson, Suzanne Davies, Lori Gastecki	September-June
4	Educate and enroll general public	Joan Madsen Kirchner, Marilyn Spensley, Pam Douglas, Dawn Besemann, Jeff Poenix, Linda Reed, Fail Beckman, Andrew Almendinger, Paula Valentine, Melissa Frorhip, Angela Neal, Rachelle Christenson, Suzanne Davies, Lori Gastecki	September-June
5	Coordinate enrollment appointments and referrals with partners	Joan Madsen Kirchner & Dawn Besemann, Jeff Poenix, Linda Reed,	September-June

		Fail Beckman, Andrew Almendinger, Paula Valentine, Melissa Frorhip, Angela Neal, Rachelle Christenson, Suzanne Davies, Lori Gastecki	
6	Educate and enroll the isolated populations with transportation and/or technology barriers.	Jeff Poenix Linda Reed, Gail Beckman, Andrew Almendinger, Paula Valentine, Rachelle Christenson, Suzanne Davies, Lori Gastecki, Jack McDonnell	September-June
Project Goal(s): Create Stronger Network Activities			
Objective 3: Strengthen the Coalition's Resources and Referral Networks			
	Activity	**Responsible Person**	**Timeframe**
1	Maintain Partnership with Current Network	Michelle Lampton, Rita Plourde, Dawn Besemann, Becky Bolter, Lezlie Sauter	September-June
2	Building Bridge to Benefits Capacity in Northeast Minnesota	Michelle Lampton, Rita Plourde, Dawn Besemann, Becky Bolter, Lezlie Sauter	September-June
3	Creating Stronger Connections with Additional Informal Partners	Michelle Lampton, Rita Plourde, Dawn Besemann, Becky Bolter, Lezlie Sauter	Septermber-June

Appendix B: Summary Budget

Form B1: Summary Budget

Use this required format for documenting proposed budget.

Budget Year: 2014-15
Start Date: September 1, 2014 **End Date: June 30, 2015**

Lead Agency Name: **Arrowhead Economic Opportunity Agency**

Network Partner Organization Name(s): **AEOA / Lakes & Pines Community Action Inc. / Kootasca Community Action Inc. / Sawtooth Mountain Clinic Inc.**

Lead agencies: fill in your organization name and all of your partner organizations.
Partner organizations: fill in the lead agency's name and only yourorganization's name.

Line	Budget Category Direct Costs Totals	Total Proposed Costs	
1	Personnel Costs	$	157,468.15
2	Consultant & Contractor Costs	$	4,220.00
3	Equipment Costs	$	1,500.00
4	Supply Costs	$	4,642.85
5	Travel Costs	$	6,541.00
6	Other Direct Costs	$	25,628.00
7	Direct Network Costs		
8	Total Direct Costs	$	200,000.00

CONTRACT APPENDIX C – DATA SHARING AGREEMENT

This Data Sharing Agreement ("Agreement") is by and between MNsure ("MNsure" or "State") and Outreach Enrollment Grant Grantee ("Contractor").

WHEREAS, the parties have executed a Contract for Outreach Enrollment Grant;

WHEREAS, MNsure is subject to the Minnesota Government Data Practices Act by Minnesota Statutes, section 62V.06, subd. 1, and is authorized to enter into the below agreement by Minnesota Statutes, section 62V.05, subdivision 1(b)(5); and

WHEREAS, MNsure is authorized to share protected information pursuant to Minnesota Statutes, section 62V.06, subdivisions 5(b)(5) and 5(d).

Agreement

1. Term of Agreement

1.1 ***Effective date: see grant contract***, or the date the State obtains all required signatures, whichever is later.

1.2 ***Expiration date: see grant contract***, 2014, or until all obligations have been satisfactorily fulfilled, or until any applicable statutory authority expires, whichever comes first.

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 which 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 confidentially, 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/lfserver/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).

10. Survival.

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

1. CONTRACTOR

By: Paul Carlson
(With delegated authority)

Title: Assistant Executive Director

2. MNsure

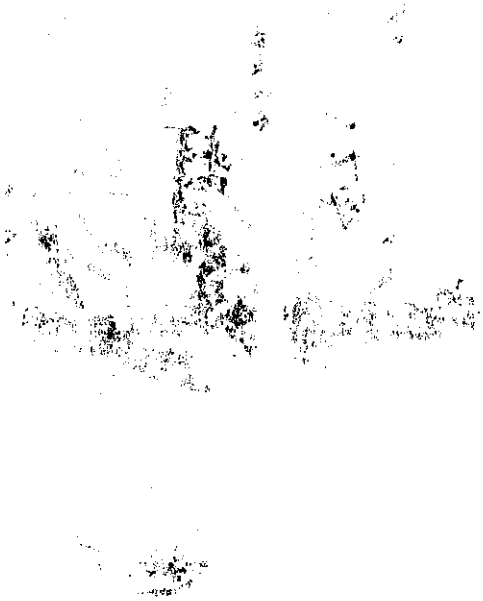
By: _____
(With delegated authority)

Title: Deputy Director

Grant Contract # _____

Date: 9/2/2014.

Date: _____



AEOA
Arrowhead Economic Opportunity Agency, Inc.

RESOLUTION

Resolution Authorizing Signatures on Contracts And Other Legal Documents

WHEREAS, Arrowhead Economic Opportunity Agency, Inc. operates a variety of Federal, State and Local Government funded programs within the seven-county Arrowhead region: Aitkin, Carlton, Cook, Itasca, Koochiching, Lake and St. Louis county (excluding the city of Duluth); and

WHEREAS, Arrowhead Economic Opportunity Agency, Inc., in the process of carrying out its mission and function, enters into contracts and legal agreements with providers and funding sources; and

WHEREAS, the Board of Directors of Arrowhead Economic Opportunity Agency, Inc., desires to give and extend authority to individuals holding certain positions to sign and execute such contracts and legal agreements on behalf of the Agency, thereby legally binding the Agency, and to provide a mechanism for such signatures in the event of the absence or unavailability of the designated individuals; and

NOW, THEREFORE BE IT RESOLVED, by the Board of Directors of Arrowhead Economic Opportunity Agency, Inc., that the Chair of the Board of Directors and the Executive Director of Arrowhead Economic Opportunity Agency, Inc., are authorized and required to sign all contracts and legal agreements to, and in, which Arrowhead Economic Opportunity Agency, Inc., is a party, with the signatures of both being required to bind the Agency; and

NOW THEREFORE BE IT FURTHER RESOLVED, by the Board of Directors of Arrowhead Economic Opportunity Agency, Inc., that, in the absence or unavailability of the Board Chair, the Treasurer of the Agency is authorized to sign all contracts and legal agreements, and, in the absence or unavailability of the Executive Director, the Assistant Director of the Agency is authorized to sign all contracts and legal agreements; and

NOW THEREFORE BE IT FURTHER RESOLVED, by the Board of Directors of Arrowhead Economic Opportunity Agency, Inc., that due to funding source signature requirements, any two of the above four individuals are authorized to sign contracts and legal agreements, with the signature of at least one authorized board member being required.

702 Third Avenue South, Virginia, Minnesota 55792-2797
(218)749-2912 (800)662-5711 FAX: (218)749-2944 TDD: (800)862-0175

Equal Opportunity Employer and Affirmative Action Agency

This resolution shall be deemed as ongoing and perpetual unless and until it is specifically changed, amended, or modified by appropriate action by the Board of Directors.

ATTEST:

Board Chairperson

Executive Director

Board Secretary

8/16/00
Date

BdResolution.Signature.Aug2000

Grant Contract # 82928

Grant Contract

State of Minnesota

MNsure

THIS GRANT, and amendments and supplements thereto, is between State of Minnesota, acting through the Minnesota Insurance Marketplace, MNsure (hereinafter "State"), and Arrowhead Economic Opportunity Agency Inc., an independent Grantee, not an employee of the State of Minnesota, 702 Third Avenu South, Virginia, MN 55792, (hereinafter Grantee), witnesseth that:

WHEREAS the State is in need of community education and outreach services in order to carry out the exchange functions described in 45 Code of Federal Regulations, section 155.205; and

WHEREAS, pursuant to Minnesota Statutes, section 62V.05, subdivisions 1(b) (4), the State is empowered to engage such assistance as deemed necessary; and

WHEREAS Grantee represents that it is duly qualified and willing to perform the services set forth herein,

NOW, THEREFORE, it is agreed:

I. GRANTEE'S DUTIES. Grantee shall:

A. Assist populations facing barriers to coverage with enrollment and renewal through MNsure; find, connect with and educate uninsured Minnesotans about the importance of having health care insurance and their options for obtaining coverage through MNsure; and build regional navigator resource and referral networks to reach and enroll Minnesotans (where applicable), pursuant to Appendix A. Appendix A is attached and incorporated into this Grant Contract.

B. Adhere to In-Person Assister requirements as written in the Navigator/In-Person Assister Contract, if applicable.

C. Submit financial and program reports to the State in the manner and timeframe prescribed by the state.

1) Financial Reports (invoices) will be due quarterly according to the following schedule:
    a. September through December 2014: Due January 30, 2015
    b. January through March 2015: Due April 30, 2015
    c. April through June 2015: Due July 31, 2015
2) Interim progress reports will be due monthly in a format and timeframe to be determined by the State
3) Final reports will be due July 31, 2015, 30 calendar days following the expiration date in a manner prescribed by the State.

E. Disclose to State all affiliations that may present a direct, indirect, or perceived conflict of interest which includes submission of a written attestation that the Grantee is not a health insurance issuer or issuer of stop loss insurance, a subsidiary of a health insurance issuer or issuer of stop loss insurance, or an association that includes members of, or lobbies on behalf of, the insurance industry. The Grantee remains under a continuing obligation to notify and disclose a potential conflict of interest at any time it may arise but in no case later than five (5) business days of discovery of the conflict.

F. Ensure that Grantee's employees, agents and volunteers are educated on MNsure and maintain expertise in eligibility, enrollment, and program specifications.

G. Be responsible for ensuring proper handling and safeguarding of information collected, created, used, maintained, or disclosed on behalf of State. This responsibility includes applying appropriate screening measures and monitoring to protect information privacy, ensuring that employees and agents comply with and are properly trained regarding legal obligations, and having implemented administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentially, integrity, and availability of any electronic protected health information at rest and in transit that it creates, receives, maintains, or transmits on behalf of State.

H. Maintain detailed accounting of how MNsure federal funds are expended. Financial records of Grantee associated with activities under this Contract are subject to review by the State per Section IX of this Contract, State Audits.

I. Through its Authorized Representative, participate in ongoing monitoring activities and training provided by the state which may include, but is not limited to, check-in calls, desk reviews and on-site visits with State staff.

K. Work in partnership with the State to ensure results and accomplishments of Grantee activities are made available to the public at large. Grantees may be asked by the State to prepare a summary of their project and allow its use on the MNsure website and in MNsure materials.

II. CONSIDERATION AND TERMS OF PAYMENT.

A. Consideration for all services performed and goods or materials supplied by GRANTEE pursuant to this grant shall be paid by the STATE as follows:

1. Compensation shall be consistent with the Program Line Item Budget, which is incorporated into and made a part of the contract as Appendix B: Summary Budget.

   Any overrun must be communicated in writing to the STATE. For any overrun on line items in Appendix B, except in the Personnel or Direct Network Costs line items, the GRANTEE may shift up to ten percent (10%) of a budgeted line item amount without prior STATE approval. Any revisions exceeding ten percent (10%) of a line item, and all adjustments increasing the Personnel or Direct Network Costs line items, can be done on the budget revision form, which is available from the STATE. Amendments are required to add a budget line item, extend the end date, and increase the total grant award, pursuant to clause II of this grant.

2. Reimbursement for travel and subsistence expenses actually and necessarily incurred by GRANTEE'S performance of this grant contract shall be no greater amount than provided in the current Commissioner's Plan (which is incorporated by reference) promulgated by the Commissioner of Minnesota Management and Budget. GRANTEE shall not be reimbursed for travel and subsistence expense incurred outside the State of Minnesota unless it has received prior written approval for such out of state travel from the STATE.

3. The total obligation of the STATE for all compensation and reimbursements to GRANTEE shall not exceed two-hundred thousand dollars($200,000).

4. (If applicable.) For compensation payable under this grant contract, which is subject to withholding under state or federal law, appropriate amounts will be deducted and withheld by the State as required.

B. Terms of Payment

1. Reimbursement shall be one initial cash advance of $100,000 (equal to 50% of total grant award) followed by quarterly cost reimbursement based on the previous quarter's expenses. If actual expenditures of the Grantee are less than provided in the cash advance and any subsequent payments, the Grantee shall remit excess funds to the State no later than July 31, 2015.

   Please document the need for the Advance given to the GRANTEE:

   The Grantee is in need of an advance for the purpose of providing immediate outreach, education, and enrollment assistance, if applicable, during open enrollment

2. Reimbursement shall be quarterly cost reimbursement based on the previous quarter's expenses as documented by receipts, invoices, travel vouchers, and time sheets. If actual expenditures of the Grantee are less than provided in the cash advance and any subsequent payments, the Grantee shall remit excess funds to the State no later than July 31, 2015.

3. Payments shall be made by the STATE promptly after GRANTEE'S presentation of Financial Reporting invoices for services performed and acceptance of such services by the STATE'S authorized agent. Invoices shall be submitted in a form prescribed by the STATE and according to the schedule identified in section I.C.

4. (Where applicable. If blank this section does not apply.) Payments are to be made from federal funds obtained by the STATE through Section 1311 of the Affordable Care Act of 2010 (Public law 111-148 and amendments thereto) Catalog of Federal Domestic Assistance (CFDA) No. 93.525. Cooperative Agreement to Support Establishment of the Affordable Care Act's Health Insurance Exchange HBEIE130163. If at any time such funds become unavailable, this grant shall be terminated immediately upon written notice of such fact by the STATE to the GRANTEE. In the event of such termination, GRANTEE shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

5. GRANTEE's Data Universal Numbering System (DUNS) number is 82523713. The Data Universal Numbering System (DUNS) number is the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities.

6. (If Grantee using subcontractors) As required by Minn. Stat. §16A.1245, the prime Grantee must pay all subcontractors, less any retainage, within 10 calendar days of the prime Grantee'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).

7. Funds received under this grant may not be used for political campaign advocacy, lobbying activities, or promotion of Federal or State legislative and regulatory modifications.

8. All services provided by Grantee pursuant to this grant contract shall be performed to the satisfaction of the State, as determined at the sole discretion of its authorized representative, and in accord with all applicable federal, State, and local laws, ordinances, rules and regulations including business registration requirements of the Office of the Secretary of State. Grantee shall not receive payment for work found by the State to be unsatisfactory, or performed in violation of federal, State or local law, ordinance, rule or regulation.

9. The Grantee must reimburse the State upon demand or the State may deduct from future payments under this grant any amounts paid by the State, under this or any previous grant, for which invoices and progress reports have not been received, or for which the Grantee's books, records or other documents are not sufficient to clearly substantiate that those amounts were used by the Grantee to perform grant services.

III. TERMS OF CONTRACT. This grant shall be effective on September 1, 2014, or upon the date that the final required signature is obtained by the State, whichever occurs later, and shall remain in effect through June 30, 2015, or until all obligations set forth in this grant contract have been satisfactorily fulfilled, whichever occurs first. Grantee understands that no work should begin under this grant contract until all required signatures have been obtained, and Grantee is notified to begin work by the State's Authorized Representative. The Grantee shall have a continuing obligation, after said grant period, to comply with the following provisions of grant clauses: VIII. Indemnification; IX. State Audits; X. Information Privacy and Security; XI. Intellectual Property Rights; XII. Publicity; and XX. Jurisdiction and Venue.

IV. CANCELLATION.

A. For Cause or Convenience. This grant contract may be canceled by the State or Grantee at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, Grantee shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed. The State has the right to suspend or terminate this grant contract immediately if the State deems the health or welfare of the service recipients is endangered, when the State has reasonable cause to believe that the Grantee has breached a material term of the grant contract, or when Grantee's non-compliance with the terms of the grant contract may jeopardize federal financial participation.

B. Insufficient Funds. The State may immediately terminate this grant contract if it does not obtain funding from the Minnesota Legislature, federal grant, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination will be by written or fax notice (including electronic mail) to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee 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 grant contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

C. Breach. Notwithstanding clause IV. A. and B., upon State's knowledge of a curable material breach of the contract by Grantee, State shall provide Grantee written notice of the breach and ten (10) days to cure the breach. If Grantee does not cure the breach within the time allowed, Grantee will be in default of this contract and State may cancel the contract immediately thereafter. If Grantee has breached a material term of this contract and cure is not possible, State may immediately terminate this contract.

V. AUTHORIZED REPRESENTATIVES AND RESPONSIBLE AUTHORITY.

A. State. The State's authorized representative for the purposes of administration of this grant contract is David Van Sant, Navigator Agent Broker Manager, or her successor. Such representative shall have final authority for acceptance of Grantee's services and if such services are

accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause II. B.

B. Grantee. The Grantee's Authorized Representative is Lorrie Janatopoulos or his/her successor. This representative shall be responsible for the maintenance of grant records, accounting, and the terms of this Agreement. If the Grantee's Authorized Representative changes at any time during this contract, the Grantee must notify the State in writing within 10 business days.

VI. ASSIGNMENT. Grantee shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the State.

VII. AMENDMENTS. Any amendments to this grant contract shall be in writing, and shall be executed by the same parties who executed the original grant contract, or their successors in office.

VIII. INDEMNIFICATION. In the performance of this grant contract by Grantee, or Grantee's agents or employees, the Grantee 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 Grantee'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 clause 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 Grantee may have for the State's failure to fulfill its obligation under this grant contract. The liability of the State shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section 3.736, and other applicable law.

IX. STATE AUDITS. Under Minn. Stat. §16C.05, subd. 5, the books, records, documents, and accounting procedures and practices of the Grantee and its employees, agents, or subcontractors relevant to this grant contract shall be made available and subject to examination by the State, including MNsure, the Legislative Auditor, and State Auditor for a minimum of six years from the end of this grant contract. Upon request, Grantee must provide the State with any documentation necessary to facilitate payment for services.

X. INFORMATION PRIVACY AND SECURITY. The Contractor and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, 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 Statutes § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minnesota Statutes Chapter 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 Exhibit C, which is incorporated and attached to this Contract.

XI. INTELLECTUAL PROPERTY RIGHTS.

A. Definitions. *Works* means all inventions, improvements, discoveries (whether or not patentable or copyrightable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of the contract. *Works* includes *"Documents."* *Documents* are the originals of any data bases, 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 Grantee, its employees, agents, or subcontractors, in the performance of this contract.

B. Ownership. The State owns all rights, title, and interest in all of the intellectual property, including copyrights, patents, trade secrets, trademarks, and service marks in the *Works* and *Documents created and paid for under this contract.* The Works and Documents will be the exclusive property of the State and all such Works and Documents must be immediately returned to the State by the Grantee 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." If using State data, Grantee must cite the data, or make clear by referencing that State is the source.

C. Responsibilities.
   1. *Notification.* Whenever any Works or Documents (whether or not patentable) are made or conceived for the first time or actually or

constructively reduced to practice by the Grantee, including its employees and subcontractors, and are created and paid for under this contract, the Grantee 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. The Grantee will assign all right, title, and interest it may have in the Works and the Documents to the State.

2. *Filing and recording of ownership interests.* The Grantee 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 created and paid for under this contract. The Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in these Works and Documents are the sole property of the State, and that neither Grantee nor its employees, agents, or subcontractors retain any interest in and to these Works and Documents.

3. *Duty not to Infringe on intellectual property rights of others.* The Grantee represents and warrants that the Works and Documents created and paid for under this contract do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 10, the Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Grantee'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 these Works or Documents infringe upon the intellectual property rights of others. The Grantee 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 Grantee's or the State's opinion is likely to arise, the Grantee 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.

XII. PUBLICITY

A. **Publicity.** Any publicity regarding the subject matter of this Contract must identify State as the sponsoring agency and must not be released without prior written approval from State's Authorized Representative. For purposes of this provision, publicity includes any and all

communications with the media or press with respect to the program, publications, or services provided resulting from this Contract, and any notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Contractor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. **30 Day Review Period.** Publicity items submitted to State for written approval will be reviewed by State within 30 days of receipt.

C. **MNsure Branding.** MNsure provides its express approval for Grantee to use the Official MNsure Partner Badge Logo in relation to activities arising out of this Contract.

D. **Endorsement.** Contractor must not claim that State endorses its products or services.

XIII. AFFIRMATIVE ACTION AND NON-DISCRIMINATION

A. Affirmative Action requirements for Grantees with more than 40 full-time employees and a contract in excess of $100,000. If Grantee has had more than 40 full-time employees within the State of Minnesota on a single working day during the previous twelve months preceding the date Grantee submitted its response to the State, it must have an affirmative action plan, approved by the Commissioner of Human Rights of the State of Minnesota, for the employment of qualified minority persons, women and persons with disabilities. See Minnesota Statutes section 363A.36 (2012). If Grantee has had more than 40 full-time employees on a single working day during the previous twelve months in the State in which it has its primary place of business, then Grantee must **either:** 1) have a current Minnesota certificate of compliance issued by the Minnesota Commissioner of Human Rights; **or** 2) certify that it is in compliance with federal Affirmative Action requirements.

B. Affirmative Action and Non-Discrimination requirements for all Grantees.
   1. The Grantee agrees not to discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status in regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age in regard to any position for which the employee or applicant for employment is qualified. Minnesota Statutes section 363A.02. Grantee agrees to take affirmative steps to employ, advance in employment, upgrade, train, and recruit minority persons, women, and persons with disabilities.

2. The Grantee 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 Grantee agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Minn. Rule 5000.3550

3. Grantee agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

4. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices will State the rights of applicants and employees, and Grantee's obligation under the law to take affirmative action to employ and advance in employment qualified minority persons, women, and persons with disabilities.
5. The Grantee will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Grantee is bound by the terms of Minnesota Statutes, section 363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment minority persons, women, and persons with physical and mental disabilities.

XIV. WORKERS' COMPENSATION. The Grantee certifies that it is in compliance with Minnesota Statute section 176.181, subdivision 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered employees of the State. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way the State's obligation or responsibility.

XVI. OWNERSHIP OF EQUIPMENT. Disposition of all equipment purchased under this grant shall be in accordance with title 45, Code of Federal Regulations, Part 92. For all equipment having a current per unit fair market value of $5,000 or more, the State shall have the right to require

transfer of the equipment (including title) to the Federal Government or to an eligible non-Federal party named by the State. This right will normally be exercised by the State only if the project or program for which the equipment was acquired is transferred from one Grantee to another.

XVII. FEDERAL AUDIT REQUIREMENTS AND GRANTEE DEBARMENT INFORMATION.

A. Grantee certifies it will comply with the Single Audit Act, and OMB Circular A-133, as applicable. All sub-recipients receiving $500,000 or more of federal assistance in a fiscal year will obtain a financial and compliance audit made in accordance with the Single Audit Act, or OMB Circular A-133, as applicable. Failure to comply with these requirements could result in forfeiture of federal funds.

B. Grantee 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. Grantee's certification is a material representation upon which the grant contract award was based. Grantee 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.

C. Federal money will be used or may potentially be used to pay for all or part of the work under the grant contract, therefore Grantee 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. Grantee's certification is a material representation upon which the grant contract award was based.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSATIONS

Instructions for Certification

1. By signing and submitting this grant contract, 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 grant contract 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 grant contract 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 grant contract 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 grant contract, 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 grant contract.

XX. JURISDICTION AND VENUE. This grant contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this grant contract, or breach thereof, shall be in the State or federal court with competent jurisdiction in Ramsey County, Minnesota.

XXI. WAIVER. If the State fails to enforce any provision of this contract, that failure does not waive the provision or the State's right to enforce it.

XXII. CONTRACT COMPLETE.

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

XXIII. **OTHER PROVISIONS.**

1. GRANTEE agrees that it will at all times during the term of the grant contract keep in force a commercial general liability insurance policy with the following minimum amounts: $2,000,000 per occurrence and $2,000,000 annual aggregate, protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the grant contract whether the operations are by the GRANTEE or by a subcontractor or by anyone directly or indirectly employed by the GRANTEE under the grant contract.

2. The GRANTEE further agrees to keep in force a blanket employee theft/employee dishonesty policy in at least the total amount of the first year's grant award as either an addendum on its property insurance policy, or, if it is not feasible to include it as an addendum to the property insurance policy, as a stand-alone employee theft/employee dishonesty policy. *The STATE will be named as both a joint payee and the certificate holder on the property insurance policy addendum or on the stand-alone employee theft/employee dishonesty policy, whichever is applicable.* Only in cases in which the first year's grant award exceeds the available employee theft/employee dishonesty coverage may grantees provide blanket employee theft/employee dishonesty insurance in an amount equal to either 25% of the yearly grant amount, or the first quarterly advance amount, whichever is greater. *Upon execution of this grant contract, the GRANTEE shall furnish the State with a certificate of employee theft/employee dishonesty insurance.*

3. GRANTEE agrees that no religious based counseling shall take place under the
auspices of this grant.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED:

1. State ENCUMBRANCE VERIFICATION
Individual certifies that funds have been encumbered as required by Minn. Stat. 16A and 16C.15

By	
Date	Aug. 22, 2014
Grant No:	82928

2. State Minnesota Insurance Marketplace (MNsure)

By	
Title	Deputy Director
Date	9/2/2014.

3. Grantee
Signatory is authorized by applicable articles, by-laws, resolutions, or ordinances to sign on behalf of the Grantee.

By Paul Carlson	Paul Carlson
Title	Assistant Executive Director
Date	8/18/14

By: _____
Steve Raukar, Chairperson
Board of Directors

Date 8-18-14

Distribution:
Agency - Original (fully executed) contract
Grantee

Appendix A: Work Plan

GOALS: Coalition goals are to educate uninsured consumers on the value of health care coverage and to reduce the number of uninsured residents across the rural geography served.

OBJECTIVES:

- Reach 125,000 individuals during the grant period
- Successfully enroll or renew 1,049 people in health care coverage through MNsure
- Strengthen the Coalition's Resources and Referral Network

ACTIVITIES:

- *Outreach and Enrollment Activities*

Uninsured Young Adults (Target: 17%, 21,250 reached; 178 enrolled/renewed): The Coalition will continue to work with all internal programs that have young adult participants or participants who have influence over young adults. Particular emphasis will be placed on homeless youth programs and Adult Basic Education (ABE). ABE is administered by AEOA across seven of the 12 counties in this MNsure service area and this in-house connection helps guarantee seamless referral. ABE worked with 983 students last year between the ages of 18 and 34 and 228 indicated that they were uninsured. All were provided contact information for one of the Coalition Navigators.

An additional strategy that has been proven successful in reaching young adults is educating senior citizens on the value of health care coverage and that Coalition Navigators can assist with enrollment. Both AEOA and Lakes & Pines Community Action Council schedule regular SNAP outreach and other service information outreach at senior dining sites and with other senior service providers. Parents and grandparents reached through these outreach efforts have been very influential in encouraging the young adults in their families to contact Coalition agencies to learn more about and enroll in health care coverage.
The Coalition will work at improving outreach efforts to colleges within our service area (Anoka-Ramsey Community College, Fond du Lac Community College, Pine Technical College, Itasca Community College, Rainy River Community College, Mesabi Range College, Vermilion Community College, and Hibbing Community College). The Coalition is also planning to increase its presence on Facebook and target clients of the free income tax preparation clinics held by each of the agencies.

Homeless and Low-income Households (Target: 82%, 102,500 reached; 860 enrolled/renewed): Coalition partners will continue education and outreach to on-going work with homeless and at-risk households. Coalition partners will also work with all the counties in the service area and with insurance agents and brokers who are part of the MNsure system to make sure that consumers who qualify for the public health programs are able to enroll.

Working but Lacking Access to Employer-Sponsored Insurance (Target: 80%, 100,000 reached; 839 enrolled/renewed): Coalition Partners will use a variety of strategies to reach out to those who are employed but uninsured including multiple contacts and education efforts with local businesses/employers to reinforce the value of health care coverage and make sure they are aware of the availability of navigation assistance. Coalition partners will expand on SHOP outreach efforts such as participating in business expos, job fairs, presenting information at Chambers of Commerce meetings, and direct mailings to area small businesses. Each Community Action Agency belongs to Chambers of Commerce across its respective territory.

Efforts at reaching uninsured employed people may need to be repeated in order for employers and employees to fully understand the value of an insured workforce.

The Coalition also has excellent partnerships with WorkForce Center organizations. AEOA Employment and Training Services are co-located in all WorkForce Centers in northeastern Minnesota and the Department has good connections with employers. WorkForce Centers see a great number of unemployed and underemployed people who lack health insurance. These partnerships will make sure that consumers needing assistance are referred to Navigators.

Living in Isolated Rural Areas: *(Target: 100%, 125,000 reached; 1,079 enrolled/renewed):* As previously noted, many current Community Action consumers live in very isolated areas and all live rurally. Extensive travel is required by staff to provide outreach and face-to-face enrollment assistance, as many consumers have substantial transportation barriers (public transit is limited and personal vehicle ownership is costly) and/or limited technology capabilities and/or access. The addition of Sawtooth Mountain Clinic to this Coalition is one that makes great consumer-sense. Sawtooth Mountain Clinic operates as the primary health care access point in Cook County, a county that is extremely remote, sparsely populated, and having a high rate of uninsured people. Additionally, at nearly 11%, Cook County has the highest percentage of people of color in any of the counties we are serving. This is due to their location and connection with Grand Portage Indian Reservation.

Coalition Partners KOOTASCA Community Action and AEOA will employ Health Promoters with a primary job to reach out and connect eligible and uninsured consumers with Navigators. The Promoters will provide the flexibility necessary to do whatever it takes to help an uninsured eligible consumer connect with a Navigator. Promoters will make special effort to reach out to under-represented population groups and ways of doing that may include conducting presentations and making appointments in remote locations, transporting people to a Navigator location, or connecting a consumer with a Navigator from a non-partner agency if it makes better consumer-sense.

American Indian People (Target: 2%, 2,500 reached; 21 enrolled/renewed): Indian Reservations within this region include Bois Forte and Nett Lake; Grand Portage; Fon du Lac Band of Lake Superior Chippewa; the Mille Lacs Band of Ojibwe; and the Leech Lake Band of Ojibwe. Although many of the Reservations have their own navigation infrastructure in place, the Coalition has been working closely with them as appropriate. KOOTASCA Community Action has been working with the Leech Lake Band of Ojibwa and the Minnesota Chippewa Tribe including joint outreach, education, and enrollment events. AEOA has connected with Bois Forte and Nett Lake Reservation to appropriately refer American Indian people living off the Reservation. As mentioned previously, SMC is embedded in Grand Portage Indian Reservation.

- *Strengthening the Network Activities*

Maintain Partnership with Current Network: Coalition members have a well-established web of multiple partnerships across local people-helping systems including local county offices, community centers, food shelf networks, libraries, medical systems, churches, and small businesses. The Coalition has an informal partnership with United Way's 2-1-1, a well-used information and referral resource and often the first call for help for vulnerable and "hard-to-reach" population groups. The Coalition also has a great working relationship with other MNsure Navigator groups including Insure Duluth, Planned Parenthood, the Minnesota Chippewa Tribe, Native American Reservations within our service area, the Women's Health

Center, and Minnesota Community Action Partnership to name a few, as well as a very good relationship with MNsure's Community Outreach Liaison for the Northeast Region, Susan Frericks.

Build Bridge to Benefits and Connect with Other Informal Partners: Lakes & Pines Community Action Council has extensive experience using Bridge to Benefits to screen consumers and connect them to all benefits and tax credits they may be eligible for and arranges Bridge to Benefits and other service-related trainings for partners, in addition to providing some application assistance for certain benefits (SNAP and Social Security). AEOA and KOOTASCA use Bridge to Benefits to a lesser extent but are working with the Children's Defense Fund to build capacity in that area. As listed in the workplan, the Coalition is intent on greater outreach and connection to MNsure Insurance Agents/Brokers, employers, correction systems, and Chambers of Commerce.

COMMUNICATIONS PLAN: A communications plan is attached.

Project Goal(s): Educate uninsured consumers of the value of health care coverage.			
Objective 1: Reach 125,000 individuals during the grant period.			
	Activity	**Responsible Person**	**Timeframe**
1	Radio PSAs and interviews	Joan Madsen Kirchner, Jeff Poenix, Michelle Lampton, Angela Neal	Bi-weekly September-December. Bi-monthly February-June
2	Increase outreach at local colleges	Joan Madsen Kirchner, Marilyn Spensley, Pam Douglas, Angela Neal, Melissa Frohrip, Jeff Poenix	September-June
3	Outreach to small businesses	Joan Madsen Kirchner, Jeff Poenix, Angela Neal, Melissa Frohrip	September-June
4	Outreach to senior dining sites and food shelves	Marilyn Spensley	September-June
5	Coordinate mailings to all Lakes and Pines clients, and all KOOTASCA clients, and a utility bill mailer in Hibbing and Biwabik	Dawn Besemann, Jeff Poenix, Michelle Lampton	September-December
6	Coordinate outreach with partners	Dawn Besemann & Joan Madsen Kirchner Rachelle Christenson, Suzanne Davies, Lori Gastecki	September-June
7	Coordinate and staff local outreach events with MNsure campaigns	Joan Madsen Kirchner, Jeff Poenix, Angela Neal, Melissa Frohrip, Rebecca Boelter	September-June
8	Post MNsure information, outreach and enrollment schedule on Agencies websites and Facebook pages, coffee shops, and youth hang outs	Dawn Besemann & Joan Madsen Kirchner, MIS staff,	September-June
8	Mailing to past VITA consumers to reinforce tax penalties of not having health insurance	Pam Douglas	October
9	Participate in Operation Community Connect events and other community expos, health fairs, job fairs, Veteran Stand Downs,	One navigator per even (Lakes and Pine), Jeff Poenix, Angela Neal,	Primarily September-November

	women's expo and established community events	Melissa Frohrip, Rachelle Christenson, Suzanne Davies, Lori Gastecki	
10	Outreach to Native American communities. Hold enrollment event	Jeff Poenix, Angie Neal, Melissa Frohrip and Rachelle Christenson, Suzanne Davies and Lori Gastecki	September-June
Project Goal(s): Reduce number of uninsured consumers			
Objective 2: Successfully enroll 1049 in health care coverage			
	Activity	**Responsible Person**	**Timeframe**
1	Educate and enroll homeless youth, 18-24 years of age	Megan Bohlman, Jeff Poenix, Linda Reed, Fail Beckman, Andrew Almendinger, Paula Valentine, Melissa Frorhip, Angela Neal	September-June
2	Educate and enroll youth 18-34	Joan Madsen Kirchner, Marilyn Spensley, Pam Douglas, Jeff Poenix, Linda Reed, Fail Beckman, Andrew Almendinger, Paula Valentine, Melissa Frorhip, Angela Neal, Rachelle Christenson, Suzanne Davies, Lori Gastecki	September-June
3	Educate and enroll uninsured workers	Joan Madsen Kirchner, Marilyn Spensley, Pam Douglas, Jeff Poenix, Linda Reed, Fail Beckman, Andrew Almendinger, Paula Valentine, Melissa Frorhip, Angela Neal, Rachelle Christenson, Suzanne Davies, Lori Gastecki	September-June
4	Educate and enroll general public	Joan Madsen Kirchner, Marilyn Spensley, Pam Douglas, Dawn Besemann, Jeff Poenix, Linda Reed, Fail Beckman, Andrew Almendinger, Paula Valentine, Melissa Frorhip, Angela Neal, Rachelle Christenson, Suzanne Davies, Lori Gastecki	September-June
5	Coordinate enrollment appointments and referrals with partners	Joan Madsen Kirchner & Dawn Besemann, Jeff Poenix, Linda Reed,	September-June

		Fail Beckman, Andrew Almendinger, Paula Valentine, Melissa Frorhip, Angela Neal, Rachelle Christenson, Suzanne Davies, Lori Gastecki	
6	Educate and enroll the isolated populations with transportation and/or technology barriers.	Jeff Poenix Linda Reed, Gail Beckman, Andrew Almendinger, Paula Valentine, Rachelle Christenson, Suzanne Davies, Lori Gastecki, Jack McDonnell	September-June
Project Goal(s): Create Stronger Network Activities			
Objective 3: Strengthen the Coalition's Resources and Referral Networks			
	Activity	**Responsible Person**	**Timeframe**
1	Maintain Partnership with Current Network	Michelle Lampton, Rita Plourde, Dawn Besemann, Becky Bolter, Lezlie Sauter	September-June
2	Building Bridge to Benefits Capacity in Northeast Minnesota	Michelle Lampton, Rita Plourde, Dawn Besemann, Becky Bolter, Lezlie Sauter	September-June
3	Creating Stronger Connections with Additional Informal Partners	Michelle Lampton, Rita Plourde, Dawn Besemann, Becky Bolter, Lezlie Sauter	Septermber-June

Appendix B: Summary Budget

MNsure
Where you choose health coverage

Form B1: Summary Budget

Use this required format for documenting proposed budget.

Budget Year: 2014-15
Start Date: September 1, 2014 **End Date: June 30, 2015**

Lead Agency Name: **Arrowhead Economic Opportunity Agency**

Network Partner Organization Name(s): **AEOA / Lakes & Pines Community Action Inc. / Kootasca Community Action Inc. / Sawtooth Mountain Clinic Inc.**

Lead agencies: fill in your organization name and all of your partner organizations.
Partner organizations: fill in the lead agency's name and only yourorganization's name.

Line	Budget Category Direct Costs Totals	Total Proposed Costs	
1	Personnel Costs	$	157,468.15
2	Consultant & Contractor Costs	$	4,220.00
3	Equipment Costs	$	1,500.00
4	Supply Costs	$	4,642.85
5	Travel Costs	$	6,541.00
6	Other Direct Costs	$	25,628.00
7	Direct Network Costs		
8	Total Direct Costs	$	200,000.00

CONTRACT APPENDIX C – DATA SHARING AGREEMENT

This Data Sharing Agreement ("Agreement") is by and between MNsure ("MNsure" or "State") and Outreach Enrollment Grant Grantee ("Contractor").

WHEREAS, the parties have executed a Contract for Outreach Enrollment Grant;

WHEREAS, MNsure is subject to the Minnesota Government Data Practices Act by Minnesota Statutes, section 62V.06, subd. 1, and is authorized to enter into the below agreement by Minnesota Statutes, section 62V.05, subdivision 1(b)(5); and

WHEREAS, MNsure is authorized to share protected information pursuant to Minnesota Statutes, section 62V.06, subdivisions 5(b)(5) and 5(d).

Agreement

1. Term of Agreement

1.1 ***Effective date: see grant contract***, or the date the State obtains all required signatures, whichever is later.

1.2 ***Expiration date: see grant contract***, 2014, or until all obligations have been satisfactorily fulfilled, or until any applicable statutory authority expires, whichever comes first.

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 which 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 confidentially, 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

Grant Contract # _____

Date: 8-18-14 Date: 9/2/2014.

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/lfserver/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).

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

1. CONTRACTOR

By: Paul Carlson
(With delegated authority)

Title: Assistant Executive Director

2. MNsure

By: _____
(With delegated authority)

Title: Deputy Director

9/2/2014.