Request for Proposals
Contact Center Overflow Vendor

Project Overview
MNSure is seeking a contact center overflow vendor to assist in providing Call Center services to include, but not restricted to: facilities; equipment; software; circuits; telephone service; staff; training; setup; testing; and reporting. These services are needed to cover the Minnesota state exchange renewal and enrollment periods of:

- November 15, 2014 – February 15, 2015
- October 1, 2015 – December 31, 2015
- October 1, 2016 – December 31, 2016

During renewal and enrollment periods, MNsure's vendor will provide additional agents for training and staffing. Preparation and training for each period will start approximately one month or more prior to the commencement of enrollment. Ramp down will take place over a period of three-four weeks post-enrollment.

For the 2014–2015 enrollment period, the on-boarding and start-up process is scheduled to begin by September 10, 2014.

In addition to the enrollment periods above, the vendor will staff a year-round team of up to ten agents that will be available to assist with overflow calls and unforeseen emergencies or spikes in volume on an as-needed basis.

Goal
The goal of the MNsure Contact Center overflow vendor is to assure a seamless, timely service experience for any consumer trying to connect with MNsure through its Contact Center, particularly during open enrollment periods. Specifically, the vendor will:

- Meet demands of increased volume during open enrollment and other high volume periods
- Provide consumers assistance and answers within pre-established metric requirements
- Administer a positive, efficient consumer experience
- Provide supplemental service, allowing the permanent staff to assist with complicated cases and tasks during peak times.

Background
MNsure is an online health-insurance marketplace that facilitates the comparison, choice and purchase of health care coverage for individuals and small businesses. Through MNsure, individuals and employees have access to comparable information on costs, benefits, health care providers, and quality and customer satisfaction for an array of coverage options. With this information, these individuals can choose and enroll in

the health benefit plan that best fits their personal and family needs. MNsure is the only health insurance marketplace in Minnesota where eligible individuals and small businesses can receive an advance premium tax credit and cost-sharing reductions. By engaging consumers in a one-stop shopping experience with transparent information, MNsure helps make purchasing health insurance easier and more understandable, puts more control and choice in the hands of individuals and employees of small businesses and creates greater market competition.

Supplemental Information

- MNsure Contact Center Statistical and Operational Information

2014-2015 Forecasted MNsure Inbound Call Volume

	Jul-14	Aug-14	Sep-14	Oct-14	Nov-14	Dec-14	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Total
Forecasted Calls	20995	20213	20226	22041	48414	78451	95657	67343	41260	30070	31920	25063	459653
Avg calls per agent per day	42	42	42	42	42	42	42	42	42	42	42	42	42

Volume break down typically trends as follows:

Mon	Tue	Wed	Thur	Fri	Sat	Sun
23%	22%	19%	15%	12%	5%	4%

Average Talk Time: Projected 7 minutes and 30 seconds
Average Handle Time: Projected 9 minutes and 30 seconds

MNsure presently has an in-house contact center comprised of 25 Tier 1 front-line agents year round with an additional six Tier 2 agents to handle escalations.

MNsure Contact Center Hours of Operation
Monday through Friday, 8:00 a.m. CT through 8:00 p.m. CT
Saturday and Sunday, 8:00 a.m. CT through 4:30 p.m. CT
Note: Hours will be extended until 12:00 a.m. CT (midnight) on several dates which are yet to be determined.

- Responsibilities and General Requirements of the Vendor

The core duties and requirements of the lead vendor include:

1. The vendor, including its agents, staff and employees working on the MNsure account shall be located within the continental United States.
2. The vendor shall operate its call center in accordance with all federal and state laws and regulations during the contract period.
3. The vendor shall provide a turn-key, full-service operation to include, but not limited to: staff; work space; equipment; software; phones; and all computer and telecommunications-related lines and cable. The vendor will be responsible for the installation of the cable/wire at its facility.
4. The vendor shall have the capability to provide call center services on a 24/7/365 basis using both IVR and live Customer Service Representatives. Normal call center hours for the enrollment periods will be determined during contract negotations.
5. The vendor shall staff a problem reporting toll-free number on a 24/7/365 basis to accept trouble reports from MNsure. For escalation purposes, a supervisor shall also be available on a 24/7/365 basis.
6. The vendor shall be responsible for all work performed by subcontractors.
7. The vendor shall provide the following types of Call Center Services including, but not limited to:
    a. Inbound and Outbound Live Operator services
    b. Service or product information including responding to questions about Qualified Health Plans (QHP) and subsidies including Advanced Premium Tax Credits (APTC), Medical Assistance, Minnesota Care Basic Health Plan (BHP), Reduced Cost Sharing (CSR), or other supports as appropriate based on a consumer centered model for information and assistance.

c. Responses to calls from enrollees about “life event” changes such as births, death, or disabilities that may affect enrollment, subsidies or benefits
d. Utilization of various technologies provided by the MNsure management team in order to effectively serve clients which may include but not be limited to:
    i. MNsure web portal
    ii. Knowledge Management System
    iii. Client Relationship Management (CRM) system
    iv. Web sites of MNsure carriers
    v. Other resource databases and web sites that may provide relevant information to a caller such as a provider network information, resource databases or other objective information
    vi. Providing to callers coordination with other call center representatives at Minnesota’s Department of Human Services (DHS) or financial workers at Minnesota counties to ensure callers are appropriately enrolled and qualified beneficiaries medical assistance consistent with federal law and the state continuation statute.
e. Basic technical troubleshooting
f. Resetting consumer passwords
g. Disseminating scripted information
h. Fulfilling requests for information
i. Entry of data entry including enter or edit status updates and elections based upon consumer preference into the MNsure web portal to ensure insurance eligibility and enrollment is accurately reflected
j. Automatic Call Distributor (ACD)
k. Interactive Voice Response (IVR)

- Performance Standards

1. The vendor shall present itself to all consumers as MNsure, not as a private contractor. The vendor’s role must not be apparent to any consumer. Only MNsure names and logos will be permitted on information distributed.
2. The vendor shall have the ability to add/divert trained staff to handle increasing/decreasing call volume during peak/off periods in compliance of performance standards.
3. Established qualitative and quantitative standards for call center services must be maintained throughout the term of the contract in order to provide acceptable customer service and satisfy the scope of work under the contract. The quantitative standards will be calculated monthly for the purpose of the contract. However, daily or multiple daily reports may be required. The current performance standards are:
    a. Abandon rate of less than five percent (5%). Ninety-five percent (95%) of calls must be answered if not dropped by the IVR.
    b. Callers must not be placed on hold more than one hundred and twenty (120) seconds.
    c. Calls must not remain in queue more than six (6) minutes.
    d. Maintain an agent occupancy rate of 80%-85%.
    e. 90% accuracy rate in proper use and documentation of calls in the customer relationship management (CRM) tool.
    f. The number of caller complaints about the call center must be one percent (1%) or less of all incoming calls. Copies of complaints and their resolution will be sent the MNsure Contact Center Manager within one week of the day the complaint was made.

4. The vendor shall evaluate weekly the sufficiency of the number of telephone lines installed and the staff schedules to ensure maximum coverage and efficiency. A report detailing this information must be sent to the MNsure Contact Center Manager monthly.
5. The MNsure Contact Center Manager will monitor and review performance standards on a monthly basis.

If any performance standards are not met, MNsure will notify the vendor of the standard that is not in compliance, and, if necessary and so directed, the vendor shall submit a revised monthly invoice to MNsure to reflect any liquidated damages.

- Quality Control

1. The vendor line supervisors or quality control staff will monitor a minimum of two percent (2%) of all calls received per agent or fifteen total, whichever is greater, for quality control. A monthly report will be submitted to the MNsure Contact Center Manager.
2. Quality audits must meet or exceed pre-identified criteria set by MNsure and provided to the vendor.
3. The vendor shall facilitate and allow the MNsure Contact Center Manager and MNsure training staff access to the vendor screen data displaying real time call center phone activities (all volume, number of calls in queue, waiting time, available staff, etc.). The screen display will be available remotely to be used by MNsure staff.

- Training

1. All training costs shall be the responsibility of the vendor. MNsure will not accept any invoicing for training and/or associated expenses unless specifically authorized and agreed to by MNsure in advance and in writing. Additional invoices submitted must be within the total value of the final contract, not in addition to the contract value.
2. MNSure will provide one initial onsite training, including resources and support, for up to three weeks. The training will consist of policies, procedures, and product knowledge.
3. Subsequent to initial training, ongoing training for new vendor staff will be the responsibility of the vendor.
4. Train-the-trainer will run concurrently during this period of time.
5. Additional training will be provided by MNsure for special event-based requirements.
6. The vendor's supervisors / trainers will work with MNsure staff to review MNsure's current training manual.
7. Refresher or updated training will be provided by MNsure at the start of each new enrollment period.
8. The vendor shall train and manage staff assigned to the contact center as follows:
    a. Develop, conduct and maintain a comprehensive and continuous training program providing trainers and staff with the appropriate knowledge and current information to perform services required by MNsure.
    b. Ensure that all staff is trained in federal, state and MNsure policies, procedures and operations.
    c. Develop and update training manuals and training records for MNsure review.
    d. Implement a procedure for ongoing refresher, updated or retraining of information as needed.
    e. Vendor shall have a dedicated trainer onsite to conduct training that will be monitored by MNsure
    f. Security, Safety and Conduct training that would include, but not be limited to:
        i. Compliance training
        ii. Sensitivity awareness
        iii. Projecting a positive and helpful attitude
        iv. Communicating with confidence and competence
        v. Adhere to confidentiality policies and procedures
        vi. Customer service soft skills
9. MNsure shall update the supervisors/trainers on an as-needed basis concerning policy updates. MNsure will also provide current reference materials and updates as needed.
10. Any training of vendor supervisors/trainers required for new projects, new subject matter or certain familiarization throughout the term of the contract shall be at the cost and responsibility of MNsure.
11. Whenever new projects are introduced, MNsure and the vendor supervisors/trainers shall evaluate the quality standards and time required to train staff.
12. Training can be formal in terms of in-classroom setting or on-the–job training.
13. Training requirements may consist of the following as determined by MNsure:
    a. Introduction to the material
    b. Product familiarity – call content/project knowledge
    c. Script familiarity
    d. Role-play activities
    e. Productions and quality measurement criteria
    f. Oral and/or written quizzes
    g. Review

- System Troubleshooting Requirements

1. The vendor shall correct all critical system and application problems under its control within one hour. Critical issues are defined as any problem that prevents the vendor from taking consumer calls.
2. The vendor shall correct all other issues within four hours of detection. Any problems related to system functionality (i.e., hardware, phone lines, data, etc.) which are not under the vendor's control must be reported to MNsure immediately upon detection.
3. The vendor shall provide troubleshooting and connectivity issue resolution between the contact center and database systems.
4. The vendor shall provide general troubleshooting of the call module in the areas of contact center user accounts and call reports, both of which are key functionality of the call module.
5. The vendor shall notify MNsure two calendar weeks in advance of any pre-planned or scheduled service outages that may affect MNsure's services. Notification must be communicated via e-mail or fax and describe in detail alternative plans to sustain service during the outage.

RFP Schedule, Submission and Question Information

Solicitation Schedule

Request for Proposals (RFP) posted on MNsure website	Friday, August 1, 2014
Deadline for Submission of Questions	Friday, August 8, 2014, 4:00 p.m. CT
Questions and Answers Posted on MNsure website	Wednesday, August 13, 2014, 5:00 p.m. CT
Deadline for Submission of Proposals	Monday, August 18, 2014, 4:30 p.m. CT
Commencement of Proposals evaluations	Tuesday, August 19, 2014 (estimated)
Execution of contract	September 15, 2014 (estimated)

Notes:

- MNsure reserves the right to interview candidates based on responses and scores. Responders will be contacted to schedule an interview.
- The contract is anticipated to commence on or about September 15, 2014 and expire on or about January 31, 2017.

Proposal Submission Information

Eight loose-leaf (non-bound) copies of the Proposal must be received at the following address no later than 4:30 p.m. CT on Monday, August 18, 2014:

MNsure
Attn: Kevin Donnan-Marsh, Chief Procurement Officer
81 Seventh Street East, Suite 300
St. Paul, MN 55101-2444

The mailing/shipping parcel must visibly identify **Contact Center Overflow Vendor Proposal** on the outside.

Vendors submitting proposals will receive e-mail confirmation acknowledging receipt of their proposals.

The following **WILL NOT** be accepted and/or considered:

- Late proposals (for any reason); or
- Proposals submitted by fax.

Submit eight loose-leaf (non-bound) copies of the proposal. Each copy of the Proposal must be signed in ink by an authorized member of the firm.

In addition to the eight copies of the technical component of the Proposal, one cost proposal must be in a separately sealed enveloped clearly marked Cost Proposal on the outside along with the company's name. DO NOT INCLUDE COPIES OF THE COST PROPOSAL WITH THE TECHNICAL PROPOSAL. For purposes of completing the cost proposal, the State and MNsure do not make regular

payments based on the passage of time. It only pays for services performed or work delivered after it is accomplished.

All costs incurred in responding to this RFP are the responsibility of the Responder.

Questions and Answers
All questions regarding this Request for Proposals must be submitted via e-mail no later than 4:00 p.m. Central Time on Friday, August 8, 2014 to:

E-mail Address: Kevin.Marsh@state.mn.us [Kevin Marsh, Chief Procurement Officer]
E-mail Subject Line: MNsure Contact Center RFP Questions

Note: Other persons, regardless of position, **ARE NOT** authorized to discuss this RFP or its requirements with anyone throughout the solicitation, evaluation and awarding processes and responders cannot rely on information obtained from non-authorized individuals. MNsure reserves the right to disqualify a proposal from consideration if it discovers a Responder contacted MNsure or State staff other than the individual above.

Answers to questions will be posted on the MNsure website no later than 5:00 p.m. CT on Wednesday, August 13, 2014. MNsure will post generalized answers while maintaining the confidentiality of the potential vendor and any specifics about their proposal.

Proposal Content and Evaluation

Proposal Sections and Content Requirements
Eight copies of a Proposal copy must be separated into the following, distinguishable sections and submitted in loose-leaf format, i.e. non-bound. Proposals must **not include any information which is not requested**, such as marketing materials, etc. Including such information may adversely affect scores.

Section 1: Cover Page (include only the following information, signed by an authorized member of the firm)

Vendor Company Name
Street Address
Mailing Address
Company Contact Person
Contact person's direct e-mail address and telephone information

Section 2: Experience

Part 1: In no more than one page, **demonstrate you have properly overseen and managed for two or more organizations** work similar to that described in this RFP. For each program, identify the project name (if known), client, dates of project, and a brief description of the engagement.

Part 2: List two references related to each of the engagements identified in Part 1 above, including the reference contact name and position/title, direct telephone and direct e-mail address. Responders to this RFP are encouraged to notify references that they may be contacted by MNsure.

Part 3: Demonstrate **the skill and experience of the proposed lead staff**. At a minimum, submit resumes of those employees who would be assigned lead responsibilities on the MNsure project. Resumes should describe the education and relevant background of the lead staff to be assigned to this project. No change in the successful Responder's personnel assigned to this project will be permitted without the prior written approval of MNsure.

Part 4: In a narrative not to exceed one page, double spaced, explain why your organization can meet or exceed the financial demands necessary to complete the project. Submit your organization's most recent financial statement.

Section 2 is worth 12.5 points, 12.5% of the total score.

Section 3: Technical Capacity (ten pages or less, double spaced)

MNsure's contact center services are provisioned within the State of Minnesota's owned and managed Cisco Hosted Internet Protocol Contact Center (HIPCC). Calls are delivered on a dedicated PSTN network currently supporting 300 simultaneous sessions. Callers needing additional assistance are directed to the MNsure contact center which may overflow to the vendor. The overflow vendor may receive up to 100% of the agent bound calls.

Identify or address the company's capacity to fulfill each of the following requirements:

1. The overflow vendor shall provide a "warm" transfer of calls back to the MNsure contact center that they have not been trained or able to support.
2. It is forecast that approximately 20% of the calls will be transferred to MNsure on a separate backdoor telephone number.
3. Vendor Trunking
   a. The vendor's network must be able to handle a minimum of 300 simultaneous calls. Callers should never receive a busy signal due to lack of capacity.
   b. The vendor's network must have the capacity to expand up to 500 simultaneous calls.
   c. The vendor must describe its trunking setup (i.e. TDM, SIP, etc.) and configuration in its proposal.
   d. The vendor must describe what and how trunking services would be dedicated to MNsure in its proposal.
   e. The vendor must describe in the proposal its capacity to support SIP peering to the State of Minnesota from its system, answering the following questions:
      i. What type of session border controllers are used?
      ii. What equipment is used to configure and setup connectivity?
      iii. How is the IP network engineered to handle QoS and scaling of calls?
      iv. What is the fault tolerance or high availability configuration for items items i and ii above? Describe the fault tolerance.
   f. The vendor must describe in its proposal the following:
      i. How calls from MNsure would be transferred to the vendor's contact center
      ii. If transferring to a telephone number, would the telephone number be a local or toll free number? The State prefers it be a non-toll number.
4. Vendor Contact Center Environment
   a. Describe the vendor's contact center (call control) platform
      i. Provide a diagram of the call control platform.
      ii. Where is the Responder's infrastructure located?
      iii. Are agents located at more than one location?
   b. Describe the vendor's system support encryption of media and signaling at the application layer
   c. Describe the existing audit trails for security reviews or post event due diligence
   d. Describe the change process including notifications that would take place within the vendor's environment as it would affect MNsure
   e. Identify the types of phones (IP, Softphones, etc.) used at the vendor's contact center.
   f. Describe the call recording capabilities available on the vendor's platform
      i. Voice
      ii. Screen
      iii. Describe whether MNsure has the ability to query, browser, playback and review recordings
      iv. Describe other features are available
      v. Describe how MNsure would access or be provided the media files
      vi. Do you have audit trails for access to media during or after a session?
      vii. Is the media encrypted?
      viii. What reporting information is available and how would MNsure access the information?

g. What type of workforce optimization capabilities is available on your platform?
   i. Describe features and functionality provided.
   ii. What reporting information is available and how would MNsure access the information?
5. Vendor must have the capacity to access several internet-based programs through a Citrix portal

Section 3 is worth 15 points, 15% of the total score.

Section 4: Transition Plan (ten pages or less, double spaced)

Part 1: A transition plan will be put in place by the vendor for the start and end of each enrollment period. Propose a transition plan, identifying and addressing the following:

1. Office space location
2. Obtaining furniture, equipment, telephone and data lines
3. Installation of any furniture, equipment, telephone and data lines
4. System security and security aspects related to a safe environment for staff and consumers
5. Transfer and organization of documentation
6. Transfer of electronic data
7. Coordination of enabling or disabling login ID's
8. Implementation of standard operating procedures, generally accepted accounting procedures, audit standards and security over the computer system
9. Training of staff
10. Risk analysis and proposed solutions(s), and their assessment for the transition
11. Transfer of services including cutover dates
12. Staffing
13. Hardware and/or software tools
14. Hardware and Software platforms utilized

Part 2: An end-to-end performance test period will begin during the transition period. The end-to-end performance test shall be to test complete business process as required for the utmost reliability of the Contact Center. Address each of the minimum requirements:

1. Testing with existing system applications and services as appropriate
2. Validate system set-up for transactions and user access
3. Confirm use of system in performing business processes
4. Verify performance of business critical functions
5. Confirm integrity of business process, data, services security and end product
6. Verify all requirements of the RFP have been met
7. Speed of performance
8. Rate of errors or failure

Note that if it is determined the scheduled end-to-end performance test period does not allow for all business process to be tested then the vendor will, at no charge to MNsure, provide resources necessary to correct problems of the system and services for an additional period, until the system is free from performance problems and meets all specifications as defined in this RFP. If performance problems or specification problems continue, liquidated damages may be assessed.

The vendor is also required to provide a ramp down and transition out plan for the end of the enrollment period. This plan shall document and demonstrate how the contact center services and operations will be transferred back to MNsure.

Section 4 is worth 15 points, 15% of the total score.

Section 5: Deliverables (five pages or less, double spaced)

Address each of the following:

1. The vendor will have in place a comprehensive call flow and intelligent routing process.

2. The vendor's system must have the capacity of generating customized reports. This customized report generator must be Windows based.
3. The reporting software must have real-time access to all the system's data.
4. The vendor will provide leadership staff to participate in daily meetings via conference call with MNsure staff to discuss business trends, issues or any other pertinent information.
5. The vendor shall generate reports to evaluate MNsure programs and services system effectiveness. Such reports shall be produced individually or combines and shall be provided daily, weekly, monthly, semi-annual, annual basis and/or by special request.
6. Reports shall be submitted on-line to MNsure.
7. Reports monitoring call traffic and other reports must be available to MNsure via on-line, electronic transmission.
8. Reports shall include at a minimum:
    a. ACD reports – average number of agents, total calls accepted, total calls answered, ACD calls referred, average speed of answer, average abandoned, ACD downtime, average ACD talk time (seconds), maximum answered, total ACD talk time (seconds),total down time, total wait time, total staff time, staffing levels per hour
    b. Call Volume reports – number of calls during each hour, number of abandon calls, number of incomplete calls, busy signals and rollovers, length of calls, percentage of calls answered and serviced vs. total calls received
    c. Performance reports – system down time, monthly turnover rate, average time in queue, average call duration, number of calls handled per hour, number of staff on duty daily, number of calls transferred to MNsure or other agencies, problem/complaint resolution log
    d. Abandon rate reports
    e. Trouble (maintenance) report
    f. Call Blockage report due to insufficient trunking
    g. Weekly service complaint report
    h. Other information MNsure may request to monitor and control this contract

Section 5 is worth 15 points, 15% of the total score.

Section 6: Acceptance of MNsure Contract

Points will be awarded for vendors willing to accept MNsure's professional and technical services contract **without exceptions/modifications** in order to expedite execution of a contract following an award. 12.5 points, 12.5% of the total score, will be awarded to responders accepting the sample contract provided in Attachment 6 without any exceptions/modifications other than exceptions/modifications that relate to identification of the parties, the identification of specific costs (section 4.1 of the sample contract), the identification of the term of the contract (sections 1.1 and 1.2 of the sample contract), and the description of project duties (section 2 of the sample contract). Responders wishing to negotiate any terms and conditions of the standard contract must identify in detail its proposed modifications. The proposed modifications and corresponding explanations must be listed in this section. Points will be deducted from proposals based on the amount of exceptions/modifications requested from the sample contract.

Section 6 is worth 12.5 points, 12.5% of the total score.

Section 7: Cost

The Cost Proposal must be submitted separately from the technical Proposal. (See Submission Instructions above.)

Provide the best financial proposal to complete the work for the duration of the contract based on the proposed work plan. Identify any assumptions made to create your bid.

Travel or other costs must be factored into the bid as no additional fees will be paid to perform this work.

Section 7 is worth 30 points, 30% of the total score.

Section 8: Required and Optional Documents

Submit the following forms:

- Affidavit of Non-Collusion (Attachment 1) - required
- Certificate Regarding Lobbying (Attachment 2) - required
- Affirmative Action/Work Force Certification (Attachment 3) - required
- Veterans Preference Form, if applicable (Attachment 4) - optional
- Resident Vendor Form, if applicable (Attachment 5) - required

Proposal Evaluation

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

Mandatory Requirements (Scored as Pass/Fail)

The following two criteria will be considered on a pass/fail basis. Each criteria must meet be met in order for a Proposal to be reviewed and scored by the evaluation team.

1. Proposals must be received on or before the due date and time specified in this solicitation.
2. Proposal must contains all required eight sections listed above. The MNsure chief procurement officer will verify all eight sections are included in the proposal prior to distribution to the evaluation team members.

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

The factors and weighting on which proposals will be judged are identified in **Proposal Content and Sections Requirements** above and summarized below:

1.	Section 2 [Experience]	12.5 points	12.5%
2.	Section 3 [Technical Capacity]	15.0 points	15.0%
3.	Section 4 [Transition Plan]	15.0 points	15.0%
4.	Section 5 [Deliverables]	15.0 points	15.0%
5.	Section 6 [Acceptance of MNsure Contract	12.5 points	12.5%
6.	Section 7 [Cost]	30.0 points	30.0%
		100.0 points	100.0%

General Requirements

Affidavit of Non-Collusion (Attachment 1)
Each responder must complete the attached Affidavit of Non-Collusion and include it in Section 8 of the Proposal.

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

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

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

- clearly mark all trade secret materials in its response at the time the Proposal is submitted;
- include a statement with its response justifying the trade secret designation for each item; and
- defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments or damages awarded against the State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives MNsure's award of a contract. In submitting a response to this RFP, the Responder agrees that this indemnification survives as long as the trade secret materials are in possession of MNsure.

MNsure does not consider the prices submitted by the Responder to be proprietary or trade secret materials.

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

Sample MNsure Contract (Attachment 6)
Responders should be aware of MNsure's standard contract terms and conditions in preparing their response and a sample MNsure Professional/Technical Services Contract is attached for reference. If you take exception to any of the terms, conditions or language in the contract, and are requesting modifications to the sample contract included in Attachment 6, you must indicate those exceptions by including a "redlined" version of the sample contract with your response to the RFP that specifically identifies the exceptions/modifications you are seeking.

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

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

Preference to Targeted Group and Economically Disadvantaged Business and Individuals

In accordance with Minnesota Rules, part 1230.1810, subpart B and Minnesota Rules, part 1230.1830, certified Targeted Group Businesses and individuals submitting proposals as prime contractors will receive a six percent (6%) preference in the evaluation of their proposal, and certified Economically Disadvantaged Businesses and individuals submitting proposals as prime contractors will receive a six percent (6%) preference in the evaluation of their proposal. Eligible TG businesses must be currently certified by the State of Minnesota's Department of Administration Materials Management Division prior to the solicitation opening date and time. For information regarding certification, contact the Materials Management Division Helpline at 651.296.2600, or contact the Helpline by e-mail at mmdhelp.line@state.mn.us. For TTY/TDD communications, contact the Helpline through the Minnesota Relay Services at 1.800.627.3529.

Veteran-Owned Preference (Attachment 4)

In accordance with Minnesota Statutes § 16C.16, subdivision 6a(a), except when mandated by the federal government as a condition of receiving federal funds, the commissioner shall award up to a six percent (6%) preference on state procurement to **certified small businesses** that are **majority-owned and operated by**:

(1) recently separated veterans who have served in active military service, at any time on or after September 11, 2001, and who have been discharged under honorable conditions from active service, as indicated by the person's United States Department of Defense form DD-214 or by the commissioner of veterans affairs; or

(2) veterans with service-connected disabilities, as determined at any time by the United States Department of Veterans Affairs; or

(3) any other veteran-owned small businesses certified under section 16C.19, paragraph (d).

In accordance with Minnesota Statutes § 16C.19 (d), a veteran-owned small business, the principal place of business of which is in Minnesota, is certified if it has been verified by the United States Department of Veterans Affairs as being either a veteran-owned small business or a service disabled veteran-owned small business, in accordance with Public Law 109-461 and Code of Federal Regulations, title 38, part 74.

To receive a preference, the veteran-owned small business must meet the statutory requirements above by the solicitation opening date and time.

If a Responder wishes to claim the veteran-owned preference, complete and sign Attachment 4 and include the Form in Section 8 of the Proposal. Only eligible veteran-owned small businesses that meet the statutory requirements and provide adequate documentation will be given the preference.

Foreign Outsourcing of Work Prohibited

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

Work Force Certification (Attachment 3)

For all contracts estimated to be in excess of $100,000, responders are required to complete the attached Affirmative Action Data page and return it in Section 8 of the Proposal. As required by Minnesota Rule 5000.3600, "It is hereby agreed between the parties that Minnesota Statute § 363A.36 and Minnesota Rule 5000.3400 - 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minnesota Statute § 363A.36 and Minnesota Rule 5000.3400 - 5000.3600 are available upon request from the contracting agency."

Equal Pay Certification

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

Certification Regarding Lobbying (Attachment 2)

Federal money will be used or may potentially be used to pay for all or part of the work under the contract. Therefore, the Proposer must complete the attached **Certification Regarding Lobbying** and include it in Section 8 of its Proposal.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

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

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

Instructions for Certification

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

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

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

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

Insurance Requirements

A. Contractor shall not commence work under the contract until it has obtained all the insurance described below and MNsure has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.
B. Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:
   1. **Workers Compensation Insurance.** Except as provided below, Contractor must provide Workers Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability. Insurance **minimum** limits are as follows:

      $100,000 – Bodily Injury by Disease per employee
      $500,000 – Bodily Injury by Disease aggregate
      $100,000 – Bodily Injury by Accident

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

      If during the course of the contract the Contractor becomes eligible for Workers Compensation, the Contractor must comply with the Workers' Compensation Insurance requirements herein and provide the State of Minnesota with a certificate of insurance.
   2. **Commercial General Liability Insurance.** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor under the contract. Insurance **minimum** limits are as follows:

      $2,000,000 – per occurrence
      $2,000,000 – annual aggregate
      $2,000,000 – annual aggregate – Products/Completed Operations

      The following coverages shall be included:
      Premises and Operations Bodily Injury and Property Damage
      Personal and Advertising Injury
      Blanket Contractual Liability
      Products and Completed Operations Liability
      State of Minnesota named as an Additional Insured, to the extent permitted by law

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

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

   In addition, the following coverages shall be included:
   Owned, Hired, and Non-owned Automobile
4. **Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability Insurance.** This policy will provide coverage for all claims the contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Contractor's professional services required under the contract. Contractor is required to carry the following **minimum** limits:

   $2,000,000 – per claim or event
   $2,000,000 – annual aggregate

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

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

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

D. MNsure reserves the right to immediately terminate the contract if the contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the contractor. All insurance policies must be open to inspection by the State, and copies of policies must be submitted to the State's authorized representative upon written request.

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

E-Verify Certification

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

Special Notices

1. This Request for Proposal (RFP) does not obligate the State of Minnesota or MNsure to award a contract or complete the proposed program and MNsure reserves the right to cancel this RFP if it is considered to be in its best interest. Proposals must be clear and concise. Proposals that are difficult to follow or that do not conform to the RFP format specifications may be rejected. Responding contractors must include the required information identified in this RFP. MNsure reserves the right to reject a proposal if required information is not provided or is not organized as directed.
2. Travel or other costs must be factored into the bid because no additional fees will be paid to perform this work.
3. The contract will be awarded on a “best value” basis and MNsure reserves the right to award a contract other than to the lowest bidder.
4. The cost proposal will not be distributed to the evaluation team until the qualifying components of the Proposals are evaluated and scored.
5. It is the responsibility of responders to check the MNsure website for Addenda to this RFP.

ATTACHMENT 1

STATE OF MINNESOTA
AFFIDAVIT OF NONCOLLUSION

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

1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation);

2. That the attached proposal submitted in response to the _____ Request for Proposals has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Responder of materials, supplies, equipment or services described in the Request for Proposal, designed to limit fair and open competition;

3. That the contents of the proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the proposals; and

4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Responder's Firm Name:_____

Authorized Representative (Please Print) _____

Authorized Signature: _____

Date: _____

Subscribed and sworn to me this _____ day of _____

Notary Public Signature: _____

My commission expires: _____

ATTACHMENT 2

CERTIFICATION REGARDING LOBBYING

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

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, A Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

_____
Organization Name

_____
Name and Title of Official Signing for Organization

By: _____
Signature of Official

_____
Date

ATTACHMENT 3

State Of Minnesota – Affirmative Action/Work Force Certification

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

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

Your response will be rejected unless your business:

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

–or–

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

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

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

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

BOX B – **For those companies not described in** BOX A

Check below.

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

BOX C – **For all companies**

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

Name of Company: _____ Date _____

Authorized Signature: _____ Telephone number: _____

Printed Name: _____ Title: _____

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance & Community Relations

Mail:	The Freeman Building 625 Robert Street North, Saint Paul, MN 55155	TC Metro:	(651) 296-5663	Toll Free:	800-657-3704
Web:	www.humanrights.state.mn.us	Fax:	(651) 296-9042	TTY:	(651) 296-1283
Email:	compliance.mdhr@state.mn.us				

ATTACHMENT 4

STATE OF MINNESOTA
VETERAN-OWNED PREFERENCE FORM

In accordance with Minn. Stat. § 16C.16, subd. 6a, (a) Except when mandated by the federal government as a condition of receiving federal funds, the commissioner shall award up to a six percent preference in the amount bid on state procurement to **certified small businesses** that are **majority-owned and operated by**:

(1) recently separated veterans who have served in active military service, at any time on or after September 11, 2001, and who have been discharged under honorable conditions from active service, as indicated by the person's United States Department of Defense form DD-214 or by the commissioner of veterans affairs;
(2) veterans with service-connected disabilities, as determined at any time by the United States Department of Veterans Affairs; or
(3) any other veteran-owned small businesses certified under section 16C.19, paragraph (d).

In accordance with Minn. Stat. § 16C.19 (d), a veteran-owned small business, the principal place of business of which is in Minnesota, is certified if it has been verified by the United States Department of Veterans Affairs as being either a veteran-owned small business or a service disabled veteran-owned small business, in accordance with Public Law 109-461 and Code of Federal Regulations, title 38, part 74.

To receive a preference the veteran-owned small business must meet the statutory requirements above by the solicitation opening date and time. When responding to a Request for Bid (RFB), the preference is applied only to the first $500,000 of the response. When responding to a Request for Proposal (RFP), the preference is applied as detailed in the RFP.

If you are claiming the veteran-owned preference, **attach documentation, sign and return this form with your response to the solicitation.** Only eligible veteran-owned small businesses that meet the statutory requirements and provide adequate documentation will be given the preference.

I HEREBY CERTIFY THAT THE FIRM LISTED BELOW:

My firm is a certified small business and it is majority-owned and operated by an eligible person as defined by Minn. Stat. § 16C.16, subd. 6a.

___**Yes** ___**No** (must check yes or no) **State the type of documentation attached:** _____

DOCUMENTATION MUST BE PROVIDED FOR ONE OF THE FOLLOWING REQUIREMENTS:

___ (1) recently separated veterans who have served in active military service, at any time on or after September 11, 2001, and who have been discharged under honorable conditions from active service, as indicated by the person's United States Department of Defense form DD-214 or by the commissioner of veterans affairs;

State the type of documentation attached: _____

___ (2) veterans with service-connected disabilities, as determined at any time by the United States Department of Veterans Affairs;

State the type of documentation attached: _____

___ (3) any other veteran-owned small businesses certified under Minnesota Statute Section 16C.19, paragraph (d).

State the type of documentation attached: _____

Name of Company: _____ Date: _____
Authorized Signature: _____ Telephone: _____
Printed Name: _____ Title: _____

IF YOU ARE CLAIMING THE VETERAN-OWNED PREFERENCE, ATTACH DOCUMENTATION, SIGN AND RETURN THIS FORM WITH YOUR RESPONSE TO THE SOLICITATION.

ATTACHMENT 5

STATE OF MINNESOTA
RESIDENT VENDOR FORM

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

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

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

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

I HEREBY CERTIFY THAT THE COMPANY LISTED BELOW:

1. Is authorized to conduct business in the State of Minnesota on the date a solicitation for a contract is first advertised or announced. *(This includes a foreign corporation duly authorized to engage in business in Minnesota.)*
   ___Yes ___No (must check yes or no)

2. Has paid unemployment taxes or income taxes in the State of Minnesota during the 12 calendar months immediately preceding submission of the bid or proposal for which any preference is sought.
   ___Yes ___No (must check yes or no)

3. Has a business address in the State of Minnesota.
   ___Yes ___No (must check yes or no)

4. Agrees to submit documentation, if requested, as part of the bid or proposal process, to verify compliance with the above statutory requirements.
   ___Yes ___No (must check yes or no)

BY SIGNING BELOW, you are certifying your compliance with the requirements set forth herein and claiming Resident Vendor status in your bid or proposal submission.

Name of Company: _____ Date: _____

Authorized Signature: _____ Telephone: _____

Printed Name: _____ Title: _____

IF YOU ARE CLAIMING RESIDENT VENDOR STATUS, SIGN AND RETURN THIS FORM WITH YOUR BID OR PROPOSAL SUBMISSION.

ATTACHMENT 6

If you take exception to any of the terms, conditions or language in the contract, you must indicate those exceptions in your response to the RFP; Only those exceptions indicated in your response to the RFP will be available for discussion or negotiation.

Professional and Technical Services Contract

State of Minnesota

This Contract is between the State of Minnesota, acting through its Chief Executive Officer of Minnesota Insurance Marketplace [MNsure] ("State") and [name of contractor] whose designated business address is _____, an independent contractor, not an employee of the State of Minnesota ("Contractor").

Recitals

1. Under Minnesota Statutes §§ 15.061 and 62V.05, subdivision 1(b)(4), the State is empowered to engage such assistance as deemed necessary.
2. The State is in need of consulting services to assist: [identify needed services].
3. The Contractor represents it is duly qualified and agrees to perform all services described in this Contract to the satisfaction of the State.

Contract

1. Term of Contract

1.1 Effective Date. [insert effective date], or the date State obtains all required signatures, whichever is later. Contractor must not begin work under this Contract until this Contract is fully executed and Contractor has been notified by State's Authorized Representative to begin work.

1.2 Expiration Date. [insert expiration date], or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 Survival of Terms. The following clauses survive the expiration or cancellation of this Contract: 8. Indemnification; 9. State Audits; 10. Government Data Practices and Intellectual Property; 14. Publicity and Endorsement; 15. Governing Law, Jurisdiction, and Venue; and 16. Data Disclosure.

2. Duties

2.1 The Contractor, who is not an employee of the State of Minnesota, shall:
[insert specific duties and deliverables; be specific]

2.2 The State shall: **[identify duties of MNsure if applicable]**

3. Time

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

4. Consideration and Payment

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

(a) Compensation. Contractor will be paid **[insert negotiated compensation terms]**.

(b) Travel Expenses. Reimbursement for travel and subsistence expenses actually and

necessarily incurred by the Contractor as a result of this Contract will not exceed Zero Dollars ($0.00).

(c) Total Obligation. The total obligation of State for all compensation and travel expenses to Contractor under this Contract will not exceed _____Dollars ($_____.00).

4.2 Payment

(a) Invoices. State will promptly pay Contractor after Contractor presents an itemized invoice for the services actually performed and State's Authorized Representative accepts the invoiced services. The final invoice must be submitted within thirty (30) calendar days of the expiration date.

(b) Retainage. Under Minnesota Statutes § 16C.08, subdivision 5(b), no more than ninety percent (90%) of the amount due under this Contract may be paid until the final product of this Contract has been reviewed by State's Authorized Representative. The balance due will be paid when State's Authorized Representative determines that Contractor has satisfactorily fulfilled all the terms of this Contract.

(c) Federal Funds. Payments under this Contract will be made from federal funds obtained by State through HHS section 1311 CFDA Number 93.525 of the Patient Protection and Affordable Care Act of 2010. Contractor is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by Contractor's failure to comply with federal requirements.

5. Conditions of Payment

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

6. **Authorized Representative**

6.1 The State's Authorized Representative is:

Name:
Address: 81 Seventh Street East, Suite 300
St. Paul, MN 55101
Telephone:
E-Mail Address:

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

6.2 The Contractor's Authorized Representative is:

Name:
Address:

Telephone:
E-Mail Address:

The Contractor must immediately notify the State if the Contractor's Authorized Representative, changes at any time during this Contract.

7. Assignment, Amendments, Waiver, and Contract Complete

7.1 Assignment. Contractor may neither assign or transfer any rights or obligations under this Contract without the prior consent of State and a fully executed assignment agreement, executed and approved by the same parties who executed and approved this Contract, or their successors in office.

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

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

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

8. Indemnification

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

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

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

9. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, Contractor's books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six (6) years from the end of this Contract.

10. Government Data Practices and Intellectual Property

10.1 Government Data Practices. The Contractor and State must comply with the Minnesota Government Data Practices Act, Minnesota 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 Attachment 1, which is incorporated by reference into this Contract.

10.2 Intellectual Property Rights

(a) Intellectual Property Rights. The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the works and documents created and paid for under this Contract. The "works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Contractor, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Contract. "Works" includes documents. The "documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Contractor, its employees, agents, or subcontractors, in the performance of this Contract. The documents will be the exclusive property of the State and all such documents must be immediately returned to the State by the Contractor upon completion or cancellation of this Contract. To the extent

possible, those works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Contractor assigns all right, title, and interest it may have in the works and the documents to the State. The Contractor must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the works and documents.

(b) Obligations

(1) Notification. Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Contractor, including its employees and subcontractors, in the performance of this Contract, the Contractor will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the State's Authorized Representative with complete information and/or disclosure thereon.

(2) Representation. The Contractor must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the works and documents are the sole property of the State, and that neither Contractor nor its employees, agents, or subcontractors retain any interest in and to the works and documents. The Contractor represents and warrants that the works and documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, the Contractor will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Contractor's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the works or documents infringe upon the intellectual property rights of others. The Contractor will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Contractor's or the State's opinion is likely to arise, the Contractor must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

11. Workers Compensation and Other Insurance

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

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

11.2.1 **Workers Compensation Insurance.** Except as provided below, Contractor must provide Workers Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers Compensation insurance in accordance with the statutory requirements of State, including Coverage B, Employer's Liability. Insurance minimum limits are as follows:

$100,000 – Bodily Injury by Disease per employee
$500,000 – Bodily Injury by Disease aggregate
$100,000 – Bodily Injury by Accident

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

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

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

11.2.2 **Commercial General Liability Insurance.** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor under the Contract. Insurance minimum limits are as follows:

$2,000,000 – per occurrence
$2,000,000 – annual aggregate
$2,000,000 – annual aggregate – Products/Completed Operations

The following coverages shall be included:

Premises and Operations Bodily Injury and Property Damage
Personal and Advertising Injury
Blanket Contractual Liability
Products and Completed Operations Liability
State of Minnesota named as an Additional Insured, to the extent permitted by law.

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

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

The following coverage shall be included:

Owned, Hired, and Non-owned Automobile

11.2.4 **Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability Insurance.** This policy will provide coverage for all claims Contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Contractor's professional services required under the contract.
Contractor is required to carry the following minimum limits:

$2,000,000 – per claim or event
$2,000,000 – annual aggregate

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

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

11.3 Additional Insurance Conditions

11.3.1 Contractor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to State with respect to any claim arising out of Contractor's performance under this contract;

11.3.2 If Contractor receives a cancellation notice from an insurance carrier affording coverage herein, Contractor agrees to notify State within five (5) business days with a copy of the

cancellation notice, unless Contractor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to State;

11.3.3 Contractor is responsible for payment of Contract related insurance premiums and deductibles;

11.3.4 Contractor's policy(ies) shall include legal defense fees in addition to its liability policy limits, with the exception of 11.2.4 above;

11.3.5 Contractor shall obtain insurance policy(ies) from insurance company(ies) having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota; and

11.3.6 An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the Contract.

12. Debarment by State, its Departments, Commissions, Agencies, or Political Subdivisions

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

13. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

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

13.1 By signing and submitting this Contract, Contractor is providing the certification set out below.

13.2 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 Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, State may pursue available remedies, including suspension and/or debarment.

13.3 Contractor shall provide immediate written notice to State's Authorized Representative if at any time Contractor learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

13.4 The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposa*l, 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.

13.5 Contractor agrees that upon execution of this this Contract, 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.

13.6 Contractor further agrees 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.

13.7 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.

13.8 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.

13.9 Except for transactions authorized under paragraph 13.5 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, State may pursue available remedies, including suspension and/or debarment.

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

13.10.1 Contractor certifies, 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.

13.10.2 Where Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

14. Publicity and Endorsement

14.1 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.

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

15. Governing Law, Jurisdiction, and Venue

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

16. Data Disclosure

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

17. Payment to Subcontractors

As required by Minnesota Statutes § 16A.1245, the prime Contractor must pay all subcontractors, less any retainage, within ten (10) calendar days of the prime Contractor's receipt of payment from State for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

18. Termination

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

18.2 Termination for Insufficient Funding. State may immediately terminate this Contract if it does not obtain funding from the Minnesota Legislature, or other funding sources, or if funding is not received or made available at a level sufficient to allow for the payment of the services covered here. Termination must be by written, e-mail or fax notice to Contractor. State is not obligated to pay for any services that are provided after notice and effective date of termination. However, Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily

performed to the extent that funds are available. State will not be assessed any penalty if the Contract is terminated because of the decision of the Minnesota Legislature, or other funding sources, not to appropriate funds or to otherwise prohibit such use of or deny access to funds. State must provide Contractor notice of the lack of funding within a reasonable time of State receiving that notice.

19. Non-discrimination (In accordance with Minnesota Statutes § 181.59)

Contractor will comply with the provisions of Minnesota Statutes § 181.59 which requires:

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

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

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

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

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

20. Counterparts

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

1 STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes § 16A.15.

Signed: _____

Date: _____

SWIFT Contract No. _____

2 CONTRACTOR

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

By: _____

Title: _____

Date: _____

3 MNsure

By: _____
(with delegated authority)

Title: _____

Date: _____

CONTRACT ATTACHMENT 1 – DATA SHARING AGREEMENT

This Data Sharing Agreement ("Agreement") is by and between MNsure ("MNsure" or "State") and _____ ("Contractor").

WHEREAS, the parties have executed a Contract for _____;

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:*** _____, 2014, or the date the State obtains all required signatures, whichever is later.

1.2 ***Expiration date***: _____, 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: _____
(With delegated authority)

Title: _____

Date: _____

2. MNsure

By: _____
(With delegated authority)

Title: _____

Date: _____