

State Health Reform Assistance Network

Charting the Road to Coverage

ISSUE BRIEF
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Partnerships Between Brokers and Marketplaces: An Assessment of Minnesota's Broker-Operated Enrollment Centers

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Executive summary

For the third open enrollment period (OEP3), Minnesota's state-based marketplace (MNsure) designated and supported 20 broker-operated enrollment centers (BECs), distributed around the state. These 20 agencies, representing a small subset of the 1,024 brokers certified by MNsure, made a series of special commitments to promote enrollment through the marketplace; likewise, MNsure prioritized referrals to these brokers and supported them in other ways. The BECs' commitments included funding cooperative advertising, providing extra hours (evenings and weekends) during OEP3, and taking referrals from MNsure's contact center. As a result, MNsure reports an average enrollment in qualified health plans (QHPs) of 217 per BEC, compared with the average of 13 members for all certified brokers. In addition, each BEC averaged 60 Medicaid and Basic Health Program enrollments, plus another 120 applicants who received assistance but did not enroll. In total, these 20 enrollment centers assisted nearly 8,000 clients who enrolled in MNsure or were referred by MNsure.

Wakely found very high satisfaction with the program among MNsure staff and the BECs. We also found evidence that BEC efforts increased *total* MNsure enrollment in their service areas: comparing counties served by BECs with a matched set of counties not served by BECs, the increase in enrollment for OEP3 over OEP1 was 119 percent for intervention counties versus 84 percent for the control group. The BECs also reported that they channeled most of their individual enrollment through MNsure, including non-subsidized enrollment. Finally, the BECs provided an important supplementary customer service resource during the high traffic enrollment period: with some 90 staff, the 20 BECs dedicated many thousands of hours during OEP3 to helping applicants, including direct customers as well as those who had been referred from MNsure's website or contact center. This critical customer service resource was virtually free to MNsure.

All of the BECs were either satisfied or highly satisfied with the program, but they did suggest some important areas for improvement:

- a. Improve the co-op advertising program by allowing the BECs more discretion in targeting local advertising format, timing, and placement;

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State Health Reform Assistance Network, a program of the Robert Wood Johnson Foundation, provides in-depth technical support to states to maximize coverage gains as they implement key provisions of the Affordable Care Act. The program is managed by the Woodrow Wilson School of Public and International Affairs at Princeton University. For more information, visit www.statenetwork.org.

ABOUT WAKELY CONSULTING GROUP

Wakely Consulting Group is an actuarial and health care consulting firm specializing in government health care programs including state and federal reform, Medicaid, and Medicare Advantage. For more information, visit www.wakely.com.

ABOUT MNsure

MNsure is Minnesota's state health insurance marketplace, established following the passage of the Affordable Care Act in 2010. MNsure is a statewide resource that provides access to private health insurance and public medical assistance programs for the state's residents. For more information, visit www.mnsure.org.

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- b. Improve the quality of leads from MNsure’s website and contact center, so that most of the referrals are screened for QHP eligibility;
- c. More timely referrals from MNsure’s contact center, so that the BEC receives same-day notification and can reach out to applicants immediately; and,
- d. More accurate, speedy reconciliation between MNsure and the issuers of enrollments and eligibility for commission payment.

Introduction

For the first open enrollment period, MNsure trained and certified hundreds of brokers, only to see a small percentage of them actually produce substantial enrollment figures. This pattern is typical around the country. The organization found itself stretched thin, both operationally and financially, to adequately meet the service needs of consumers and to respond to brokers’ innumerable questions. In anticipation of OEP2, MNsure considered operating enrollment “storefronts,” but wanted a low-cost model and also wanted to rebuild relationships with brokers after a very troubled first enrollment period. MNsure chose to partner strategically with active, supportive brokers for a pilot program that would require mutual commitments.

Brokers working out of their own offices as MNsure-certified “enrollment centers,” represented a low-cost solution for attracting enrollees and offered MNsure a way to direct consumers who were looking for in-person or more intensive assistance. To this end, MNsure organized a cooperative advertising program, but the initial pilot was launched late and consisted of only six broker agencies willing to commit enrollment resources, market planning, and co-op advertising dollars. While small in its first year, the pilot seemed promising, and pilot agencies saw enrollment increase more than 14 times their results from OEP1. These six agencies also partnered with other assisters to maximize in-person help for other public coverage programs as well.

Building on the experience and trust developed in its pilot program, MNsure released another solicitation for the broker enrollment center initiative much earlier in the year (May 2015) for OEP3, and ultimately selected 20 enrollment centers, from among 24 applicants. These agencies were located in strategically identified markets, and were required to be appointed by all participating issuers in their regions. Each enrollment center was expected to develop and operate a co-branded MNsure walk-in site to educate and enroll consumers. They were also required to work with MNsure’s identified advertising contractor and pay media outlets directly for their half of the cooperative marketing budget.

In return for their commitment, enrollment centers received planning and financial support for outreach and educational campaigns directed at new consumers, re-enrollees, and the uninsured. MNsure supported the development of creative materials and media planning for MNsure signage, Google paid search, and local radio or print advertising. In addition to advertising support, the broker enrollment centers received referrals from MNsure’s contact center, prominent placement on MNsure’s website, direct access to marketplace staff, opportunities to participate in joint media and community events, and most importantly, a dedicated customer service line for the brokers’ support needs.

Three objectives for BECs

MNsure rolled out this initiative in time for OEP3 with the goal of increasing enrollment in the individual market. By selecting 20 different broker locations across the state and across the heavily-populated Twin Cities Metropolitan Statistical Area (MSA), MNsure intended to make points of entry geographically accessible to as many Minnesotans as possible. In addition, the enrollment centers provided substantial relief to MNsure’s overloaded customer service capabilities by allowing the contact center to triage and refer many of the more complex customer calls. Lastly, the enrollment centers channeled a larger share of existing demand through MNsure, as distinct from business written directly with the carriers, and thereby enhanced the marketplace’s leverage and size—an important consideration from a cost perspective for an organization dependent on scale.

Enrollment growth

For OEP3, the 20 BECs had a modest impact on overall MNsure enrollment numbers, enrolling 4,340 of MNsure’s more than 90,000 members. They accounted for just 5 percent of total MNsure enrollment, and about one-third of its total broker enrollments. Not included in this number are nearly as many clients (3,600) whom the BECs enrolled in Medical Assistance and Minnesota Care (the state’s Basic Health Plan) or those who they assisted but did not enroll—despite receiving no financial compensation for their assistance.

In order to assess the impact of the BEC initiative on *total* MNsure enrollment, Wakely analyzed total enrollment in 10 relatively isolated counties. Five counties served by BECs (and isolated from large cities, which would be partially served by multiple BECs) were paired with five similar, nearby counties not served by BECs. We compared total enrollment in OEP3 as a percentage of total

enrollment in a base period (OEP1) for each of the paired counties. In every case, total enrollment in the BEC-served counties grew by a larger percentage in 2016 over 2014 than it did in the control group of counties. In total, enrollment from the BEC counties was 119 percent more at the end of OEP3 than in 2014, versus 84 percent more for the non-BEC counties—a difference of 35 percent.

Table 1: BEC enrollment in 2016 open enrollment period

Lead Agency		Carrier QHP Plan Selected						Public Assistance Program Enrollments			Total Enrolled	Assisted/ Not Enrolled
Region	OE Totals: 11/1/15 - 1/31/16	BCBS	HP	Medica	UCARE	Delta Dental	Total	Medical Assistance	MNCare	Total	Total	Total
1	Agency 1	51	1	27	0	0	79	18	14	32	111	29
3	Agency 2	58	28	31	29	2	148	19	19	38	186	51
3	Agency 3	26	19	17	44	0	106	14	15	29	135	20
4	Agency 4	43	15	29	0	0	87	3	9	12	99	198
5	Agency 5	11	28	109	0	0	148	42	57	99	247	189
5	Agency 6	6	34	87	34	2	163	60	52	112	275	165
6	Agency 7	87	7	49	8	0	151	47	43	90	241	164
7	Agency 8	77	107	19	10	0	213	5	8	13	226	508
7	Agency 9	48	35	65	5	0	153	21	27	48	201	40
9	Agency 10	213	1	56	0	0	270	26	24	50	320	119
10	Agency 11	14	5	331	1	0	351	22	19	41	392	0
11	Agency 12	64	94	32	180	0	370	62	79	141	511	275
11	Agency 13	45	103	28	56	1	233	54	46	100	333	10
11	Agency 14	38	80	30	10	0	158	2	5	7	165	531
11	Agency 15	77	135	65	195	0	472	17	21	38	510	16
11	Agency 16	54	215	36	82	6	393	16	10	26	419	0
11	Agency 17	54	129	15	9	0	207	14	12	26	233	36
11	Agency 18	40	49	37	73	1	200	65	48	113	313	0
11	Agency 19	27	64	41	109	1	242	35	25	60	302	32
11	Agency 20	30	120	33	10	3	196	84	58	142	338	10
Total		1063	1269	1137	855	16	4340	616	581	1197	5557	2393
Avg. Per Lead Agency		53.2	63.5	56.9	42.8	0.8	217	30.8	29.1	59.9	277.9	119.7

The initiative worked well for the brokers as well as for MNsure. Brokers participating as enrollment centers experienced a substantial increase in customers, many of whom were new to MNsure. Wakely interviewed 17 of 20 BECs: they estimate that, on average, 54 percent of their enrollees were new to MNsure, as opposed to those renewing their marketplace coverage. This figure is higher than the 45 percent of total customers on MNsure that were new for OEP3 and far higher than for other brokers. By comparison, all but 14 percent of brokers responding to MNsure's recent survey estimated that less than half of their MNsure enrollments were new to the marketplace (not renewing), and many reported less than one-fourth were new to MNsure.¹

Most BECs reported that a large proportion of the new applicants they served were frustrated, confused, and even ready to give up on the application/enrollment process. Many were referred from MNsure's contact center because of the challenges they were experiencing. When asked if the BECs believe that their participation increased enrollment, most were adamant that it did, citing the high levels of frustration among applicants referred to them or who sought them out. Only three of the 17 BECs did not feel that their local area would have had less enrollment had they not operated an enrollment center. These three agencies were in more populated regions where residents had many other opportunities to seek assistance.

Table 2 – Comparison of enrollment between similar counties, one with an agency participating in the broker enrollment center initiative and one without a participating agency.

County	2014 Enrollment	2016 Enrollment	2016 Increase in Enrollments Over 2014
BEC – Mower	301	680	126%
Clay	400	710	78%
BEC – Crow Wing	567	1,270	140%
Beltrami	319	513	61%
BEC – Polk	153	369	141%
Lyon	201	450	139%
BEC – Otter Tail	526	1,098	109%
Todd	235	449	91%
BEC – Wadena	118	235	99%
Chippewa	99	188	90%
Total for BEC Counties	1,665	3,652	119% Increase
Total for Paired Non-BEC Counties	1,254	2,310	84% Increase

Customer service resource

BECs provided a valuable resource to MNsure by supplementing its customer service, which is strained during open enrollment, when demand is at its peak. Marketplaces across the country are challenged to enhance staffing with trained support for a short period of time during this period. Utilizing the broker community allows a marketplace to take advantage of a highly-trained workforce uniquely suited to assist customers in determining eligibility, establishing online accounts, and selecting health plans suited for their particular needs. These three activities are time consuming tasks, and 11 of the 17 brokers interviewed reported that, on average, they spent one to two hours helping the typical customer to enroll in coverage. The remaining third of participating brokers report accomplishing these tasks in less than one hour on average.

The BECs contributed approximately 10,000 hours to helping more than 8,000 Minnesota residents. Beyond the thousands of hours in direct assistance to individual applicants, the BECs spent considerable time in training, follow-up meetings, community events, etc. By their own estimate, some 90 employees worked at least part-time on OEP3, representing some 15,000 to 20,000 person-hours between October and February. In fact, MNsure's contact center often referred the toughest prospective cases to the broker enrollment centers, knowing that they were capable of handling them.

Many of the BECs indicated that they re-engineered their own internal processes in order to handle the flood of customers: some enhanced their phone systems and websites, utilized group meetings to provide general information on how health plans work, and/or deployed administrative staff to pre-qualify enrollees and help them gather income and family data for their appointments, to avoid the need for a second visit.

While the heaviest service lift is expended during open enrollment, brokers provide customer service support throughout the year. All the BECs expect to provide substantial help in response to clients' requests throughout the year, and several reported initiating contact to ensure that clients were able to use their plans. Most brokers encourage customers to contact them first whenever there is a question or issue; they value client retention, if only because it is less expensive to re-enroll a current customer than to help a new one. Service support during the year typically entails helping a customer understand a premium bill, redetermine a tax subsidy due to a change in income, or get a claim paid correctly.

Without exception, every BEC cited the availability of a dedicated BEC customer service line at MNsure as a key factor in their own satisfaction and ability to help clients. In fact, brokers volunteered one superlative after another in describing their interactions with both the dedicated phone team as well as the broker relations team at MNsure responsible for the day-to-day management of this initiative: *"Brilliant service...I could not have been more pleased...Regardless of who I talked with, I had confidence in every single person on the dedicated team...They didn't fail us even once...The MNsure team was always there for us and did a great job in helping us to better work together and support one another."* Special access to this resource was clearly very rewarding for the BECs, and critical to their own ability to help so many clients.

Channeling enrollment through MNsure

A common practice around the country is that brokers place individual coverage through the marketplace only when they must do so to qualify their clients for tax credits under the ACA. This is especially true for brokers who have experienced difficulty in using the marketplace, as was true in MNsure's first year. With improvement in operations for 2015, MNsure was able to rebuild some trust among brokers, but Wakely's interviews still encountered the attitude among a few BECs that it was easier to go directly to a carrier if the client did not qualify for tax credits.

Therefore, it is worth noting that each of the BECs report putting at least half of their direct enrollment through MNsure. For the 17 BECs interviewed by Wakely, the lowest estimate (provided by two BECs) was that they put only half of their individual enrollment through MNsure; nearly half (seven) of the other 15 BECs estimated putting 90 to 100 percent of their non-group enrollment through MNsure. The (unweighted) average for all 17 respondents was 83 percent of enrollment through MNsure. By contrast, among 301 active brokers recently surveyed by MNsure, only one-fourth reported putting more than half of their individual enrollments through the marketplace, and the most common estimate (46% of responding brokers) reported putting only one-quarter of their clients through MNsure.²

Based on the relative size of the individual market on and off-exchange (about 50/50 nationally), plus interviews with many other brokers across the country, Wakely believes that it is likely that most brokers nationwide place 50 percent or less of their direct enrollment through marketplaces. If that percentage can be raised in other states to 83 percent, then a substantial share of the off-exchange enrollment could be moved into the marketplace, thereby increasing the marketplace's influence and its user fees. In all but a half-dozen states, marketplace operations are supported by user fees.

Moreover, the initiative may lead to growing interest in MNsure's Small Business Health Options Program (SHOP). Seven of 17 BECs also participated in SHOP, but this was not a requirement. Of the 10 others, five indicated that they are interested in beginning to participate in SHOP in the future. Their largely favorable experience with MNsure should enhance MNsure's future ability to penetrate the small-group segment.

Cost & return on investment of the program

The cost of this initiative is very modest, consisting primarily of the following elements:

- One-time cost of program planning, drafting the solicitation, and legal review
- One-time cost to develop referral protocols from call center to BECs
- Developing cooperative marketing plans, joint brochures, signage, etc. for 20 BECs
- Staff time to manage the BECs, field their inquiries, and track information
- Cooperative advertising buy

However, calculating the return on investment (ROI) is not straightforward. First, the largest cost listed above, cooperative advertising, is a small piece of MNsure's multi-million dollar marketing budget. MNsure's cooperative advertising expense for 20 BECs was \$117,000, but it is more accurate to view this spending as redirecting a small part of a fixed marketing budget, than to consider it incremental spending. Because the outlay generated an additional match of \$117,000 from the BECs, it could be considered an especially efficient application of limited marketing dollars, i.e., \$117,000 spent for \$232,000 in placements. How effective this \$232,000 was, compared with other uses for \$117,000, we do not have the data to judge.

Moreover, beyond the net incremental MNsure enrollment—which is difficult to quantify—there were other benefits from the initiative. As previously suggested, benefits to the state include:

- Incremental enrollment in QHPs through the marketplace
- Incremental enrollment in other publicly-subsidized coverage programs
- Channeling non-subsidized QHP enrollments through the marketplace
- Incremental customer service during the peak enrollment season
- Assisting some 2,000 non-enrollees

Adding \$62,500 for other program costs to its \$117,000 advertising outlay, MNsure estimates an ROI of approximately 400 percent (see appendix). MNsure projects revenues of 3.5 percent (user fee) on average premiums of \$385 per month for all 4,340 MNsure enrollees over the full 12 months of 2016. This is a reasonable calculation, although it may understate full program costs (including staff time), ascribe too many enrollees (4,430) solely to this initiative, and ignore many other benefits of the program.

Problems/opportunities for improvement

When asked to look ahead to the next open enrollment season, two-thirds of the BECs said they plan to work with MNsure in a similar way next year, and the remaining one-third plan to increase their resource commitment to the program, if selected again for participation. While this reflects a high level of satisfaction with the program, they also pointed to opportunities for improvement.

Many brokers reported that accurately tracking enrollments and processing agent-of-record letters was very time-consuming, and identified such record-keeping as an area ripe for improvement. “As commissions continue to shrink,” said one broker, “I can’t further afford to forego entire commissions, simply because MNsure and the carriers can’t work together to reconcile all earned commissions in a timely manner.”

BECs were mixed in their evaluation of customer referrals from MNsure. While five of the brokers estimated that more than half of their new enrollments came from MNsure referrals, many of the remaining brokers either saw very few referrals or questioned the screening process before a referral was made. Several BECs think that consumers were referred to them when eligibility factors presented up front suggested that a navigator would have been a more appropriate assister. Every single broker reported helping customers enroll in public programs—and not one broker was unwilling to help a customer determine eligibility—but in those instances when income parameters dictated that public program enrollment was the only option, brokers request that referrals be made directly to navigators.

Another common frustration with referrals was lack of timeliness—the BEC would receive notice of a referral from MNsure a day or two after it had been made. As a result of the time lag, when the agency reached out to the applicant, the broker often found that the customer had already contacted another person at the same agency or had even been helped by a different agency altogether. Same-day notice to the broker of such referrals would be very helpful.

A further challenge to broker engagement nationally cropped up in December of 2015 when UnitedHealthcare announced that it would no longer pay commissions in the non-group market. A second national carrier quickly followed suit and brokers are now wondering if this could be an emerging trend. While marketplaces and/or state insurance departments may try to block such moves within state lines, brokers will nonetheless continue to pay close attention to whether this practice gains traction in the upcoming open enrollment season. If so, brokers may very well conclude that the individual market is not worth the risk.

While the primary focus of BECs was the individual market, several brokers also participated in MNsure’s small business program, MNSHOP. One agency concluded that their greater opportunity for commission revenue and enrollment growth resides in the small business side of the marketplace. This agency reported that the ability of the small business owner to offer employees a significant choice in health plans (e.g., up to eight for MNsure QHPs) at a fixed cost to the employer was extremely well-received by client employers. He further stated that, of 100 or so inquiries from employers, half or more enrolled in MNSHOP during the first quarter of 2016. This agency considers MNSHOP a good opportunity for brokers looking to grow their small-group business, particularly if they are able to identify low-wage employers or companies that do not currently offer health insurance.

Some of the brokers interviewed expressed concerns that the cooperative advertising campaign was not well directed, and would request more control over local advertising in the future. Many believe that they know the local media market better than MNsure’s advertising agency. While the advertising agency solicited their input, some BECs felt that it was not used to modify the media spend. Conversely, BECs felt that MNsure’s positioning of the enrollment centers as no-cost assistance sites really helped drive volume to them.

The BECs did not report participating in a lot of community events co-sponsored by MNsure. These events help brokers establish their credibility and can help to ease the volume of appointments during regular business hours. If MNsure is able to target such events at areas containing pockets of the uninsured, this could also help boost overall enrollment.

Many BECs also reported forming highly-productive relationships with navigators. The only concern was that some BECs wished that they could have gotten more time from, and allied even more closely with, other kinds of assisters. They also reported tremendous learning and satisfaction from the meetings and calls that MNsure routinely facilitated with other BECs. This seems to have been a significant strength of the program.

One potential problem seems to have been avoided by a conscious effort to anticipate it. While the initial pilot had difficulty finding a handful of brokers willing to “take a chance” on MNsure, the business success enjoyed by those early adopters raised the

concern that the solicitation for OEP3 might be seen as unfair favoritism to those brokers chosen. By carefully explaining to brokers across the state the business and customer service rationale for such selectivity, building trust between BECs and navigators, opening the opportunity to all interested brokers, and selecting BECs on objective criteria, MNsure seems to have avoided this problem. Indeed, the business alliance with BECs around the state should serve to strengthen MNsure's political standing in Minnesota.

Conclusion

As a cost-effective use of existing resources to serve Minnesotans, the initiative appears to have been overwhelmingly successful. While an effort to train and manage over 1,000 brokers requires a significant effort, but questionable returns, selective partnering with highly motivated broker-operated enrollment centers around the state offers a tremendous resource at very low cost. It may appear easier or less risky simply to certify and provide minimal training and support to all newcomers. It appears that a more highly-managed alliance with select agencies is well worth the effort—not as an alternative, but in addition to certifying virtually any willing broker.

¹ MNsure, "Brokers Final Survey Results," (February 2016), response to question one.

² Ibid., response to question 15.

MNsurre BECI ROI

2016 Open Enrollment

Totals

BECI Team

Agency Ad \$ Commitment	\$ 117,000.00
MNsurre Matching Dollars	\$ 117,000.00
BECI QHP Vol.	4340
Combined Cost Per QHP	\$ 53.92
MNsurre Cost pre QHP	\$ 26.96

MNsurre Revenue	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sep.	Oct.	Nov.	Dec.	Total
QHP Volume	4340	4340	4340	4340	4340	4340	4340	4340	4340	4340	4340	4340	52080
Average Per Plan Premium	\$385	\$385	\$385	\$385	\$385	\$385	\$385	\$385	\$385	\$385	\$385	\$385	\$385
Total Premiums	\$1,672,419	\$1,672,419	\$1,672,419	\$1,672,419	\$1,672,419	\$1,672,419	\$1,672,419	\$1,672,419	\$1,672,419	\$1,672,419	\$1,672,419	\$1,672,419	\$20,069,028
MNsurre Carrier Comp %	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%
MNsurre Est. Monthly Revenue	\$ 58,534.67	\$ 58,534.67	\$ 58,534.67	\$ 58,534.67	\$ 58,534.67	\$ 58,534.67	\$ 58,534.67	\$ 58,534.67	\$ 58,534.67	\$ 58,534.67	\$ 58,534.67	\$ 58,534.67	\$702,415.98
MNsurre Est. YTD Revenue	\$ 58,534.67	\$ 117,069.33	\$ 175,604.00	\$234,138.66	\$292,673.33	\$351,207.99	\$409,742.66	\$468,277.32	\$526,811.99	\$585,346.65	\$643,881.32	\$702,415.98	\$702,415.98
MNsurre Matching Funds ROI	50.03%	100.06%	150.09%	200.12%	250.15%	300.18%	350.21%	400.24%	450.27%	500.30%	550.33%	600.36%	600.36%
Total MNsurre Expenditure ROI	33.99%	67.98%	101.98%	135.97%	169.96%	203.95%	237.95%	271.94%	305.93%	339.92%	373.91%	407.91%	407.91%

Notes: Jan. numbers reflect enrollments for the first 60 days of Open Enrollment and enrollments through January 31.

Calculations are subject to rounding, and this has a slight effect on overall figures.

Matching dollars \$117,000.00

Total MNsurre Expenditures \$172,200.00

Total BEC and MNsurre Spend \$289,200.00

The actual Averager Premium as of February 1, 2016, \$385.35.



Solicitation for Partnership Proposals for Enrollment Centers

An Innovative Marketing & Sales Program for MNsure's Broker Enrollment Center Initiative

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Project Overview

Purpose

MNsure is soliciting partnership proposals for our Broker Enrollment Center Initiative. We are looking for agencies interested in hosting an Enrollment Center or Centers focused on the Individual medical market for the 2016 enrollment period beginning November 1, 2015, through January 31, 2016. Interested agencies must submit proposals by May 29, 2015, for consideration.

The selected agencies will provide and staff a convenient walk-in site for residents of surrounding communities. Face-to-face assistance from MNsure certified brokers and navigators will be available. Selected sites will be open throughout the open enrollment period.

MNsure seeks responses from broker agencies documenting their qualifications and commitment to work as Enrollment Centers for QHP enrollment through MNsure.

Background

MNsure is an online health-insurance marketplace that facilitates the comparison, choice and purchase of health care coverage for individuals and small businesses. With this information, individuals can choose and enroll in the health benefit plan that best fits their personal and family needs. MNsure is the only place eligible individuals and small businesses can receive financial help (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.

More than 100,000 state residents have signed up for qualified health plans (QHPs) since MNsure opened on October 1, 2013. Much of the success of this campaign can be attributed to the productive effort of hundreds of MNsure certified brokers. As federal financial support is reduced requiring state-based marketplaces to become self-supporting, MNsure seeks to build on cost effective enrollment models in an effort to reach QHP eligible individuals

MNsure will be transparent and inclusive as it looks to increase enrollment by selected brokers. MNsure will continue to promote enrollment through all certified brokers as well as its website, navigators and all other assister support channels.

Time Frame

This solicitation is seeking development and implementation of a statewide network of Enrollment Centers and brokers to assist enrollees at their respective agency locations during the upcoming open enrollment (November 1, 2015,–January 31, 2016). MNsure anticipates multiple vendors across Minnesota will be selected by July 18, 2015. The term of this contract is anticipated to run from August 1, 2015, to June 30, 2016, with the option to extend an additional 3 years in increments determined by MNsure.

MNsure's Goals

- Partner with committed members of the broker community to retain and grow QHP membership
- Provide enrollees with assistance from trusted health insurance professionals
- Maximize eligibility determination and enrollment assistance to interested Minnesotans
- Encourage creative outreach and innovative sales & marketing
- Establish broker and navigator relationship models to enhance consumer support and the consumer experience

Scope of Work

In anticipation of the 2016 open enrollment period, MNsure seeks to engage up to 20 health insurance brokerage agencies (“Enrollment Centers”) across the state to partner with MNsure in the Broker Enrollment Center Initiative. MNsure’s selection process will identify a health insurance agency within strategically identified regions and markets. Selected agencies will be appointed with all carriers offering plans in the assigned region.

Each Enrollment Center will develop and operate a co-branded MNsure walk-in site to educate and enroll consumers. Selected brokers will operate as a physical enrollment center during the contract period.

Enrollment Centers will receive planning and financial support from MNsure for outreach and educational campaigns. For example, financial support may be provided for development of creative materials and media planning and buying for the following:

1. MNsure signage – High-impact signage designed to direct customers to Enrollment Centers for help with MNsure enrollment.
2. Google paid search – Enrollment Centers will appear among the top search results when consumers in the area search for certain key words (i.e. MNsure, health insurance etc.).
3. Local radio OR local print advertising – Enrollment Center’s name and contact information will be included in a MNsure radio or print advertisement; radio may include local stations and/or Pandora while print will include local or community newspapers.

Enrollment Centers will also be given priority on the consumer directory search page of the MNsure website and access to its specialized broker staff for help resolving difficult eligibility and enrollment cases.

Enrollment Centers will be selected on the evaluation and selection criteria listed on page 14. While it is our hope that these partnerships will lead to an increase in QHP enrollments through MNsure and a further reduction in Minnesota’s uninsured, it is of primary importance that the consumer receives the most suitable plan for their health care needs.

Informational Links

To assist interested brokers in responding to the solicitation, MNSure is providing the following additional information:

1. For a national perspective on who enrolled and who remains uninsured, please see: “Voices from the Newly Enrolled and Still Uninsured. A Survey about the Affordable Care Act’s First Open Enrollment Period.” Perry Udem Research Communication for Enroll America. July 2014 (document is located at: <https://s3.amazonaws.com/assets.enrollamerica.org/wp-content/uploads/2013/11/Post-Enrollment-Survey.pdf>)
2. “The ACA’s First Enrollment Period: Why Did Some People Enroll...And Not Others.” Perry Udem Research Communication for Enroll America. May 21, 2014. (document is located at: <http://www.enrollamerica.org/resources/public-education/why-did-some-people-enroll-and-not-others/>)
3. MNSure-certified navigators listed-by-county link: <https://www.mnsure.org/images/navigator-organizations-county-list-3-20-15.pdf>

Questionnaire

Respondents to this solicitation must provide answers to a three-part questionnaire as follows:

Part 1: Administrative

Name of Agency and Primary Contact

Contact information for Primary Contact (including telephone, email and mailing address)

Website/Web Address

Please provide a description of available office space and associated amenities for the following functions for each location: office (if more than one location, please copy and paste a separate chart format for each).

Reception and Office Area

Square Footage:

Seating:

Number of private offices and/or cubicles:

Internet connectivity and number of phone lines:

Parking

Cost:

Validation available:

Proximity to office space:

Describe accessibility:

Access to public transportation (please circle one): Yes No

Type(s):

Please describe current service area, as a list of agency's top counties and percentage of business from each.

Counties	% of Agency Volume

What percentage of your agency's current volume is Medicare-based?

Please estimate the percentage of QHP members enrolled by your agency that received a federal subsidy (APTC and/or cost sharing subsidy.)

Please estimate the number of MNsure members you enrolled

QHPs by carrier and public plans by program	# of Members Per Carrier
BCBS of MN	
Health Partners	
Medica	
UCare	
Delta Dental	
Medical Assistance	
MinnesotaCare	
Total 2015 OE Enrollments:	

Part 2: Marketing and Sales Approach

Please provide a detailed marketing proposal and budget to reach new consumers, the remaining uninsured in your region, as well as your plans to successfully renew your current consumers who enrolled through MNsure in the spaces below.

Current market assessment

Target market (who, where, how many)

Market strategies & total proposed budget for Broker Enrollment Center Initiative.

- The marketing proposal must include your plans to promote your location as well as the benefits of enrolling in MNsure.
- The budget must identify the matching dollars the agency will contribute towards promotional marketing. The minimum request for matching funds that will be matched by MNsure is \$2,500 and the maximum request for matching funds from MNsure is \$10,000.

Partnering and networking with navigators and other brokers

Advertising/promotion/publicity plans and budget

Print media (please circle one): Yes No

Recommended sources:

Local TV or radio (please circle one): Yes No

Recommended sources:

Social media (if applicable) (please circle one): Yes No

Recommended sources:

Digital (please circle one): Yes No
Other?

Internal communication and training

Sales and enrollment tactics

Measurable goals and objectives, including enrollment forecast for 11/1/2015–1/31/2016 open enrollment period (state expected percentage of retained business and number of net new QHP enrollees)

Budget and resources Enrollment Center will dedicate

Needs from MNSure,

Using the chart format below, indicate both your current and proposed staffing commitment if selected as an Enrollment Center (if more than one location is proposed, please provide a chart for each)

Current and Proposed Staffing Commitment

Type of Staff and Numbers on November 1, 2015	# PT	# FT
Receptionist/administrative support		
Licensed broker (W-2 employee/s)		
Licensed broker (1099 contractor/s)		
Tax preparer credentials only		
Licensed broker and tax preparer credentials		
Other - define:		

Do current or proposed staff members enjoy bi-lingual language abilities? Please be specific and explain the language capability, the type of staff and if bi-lingual staff is current or proposed.

Fluency Score: 1-5 = Low to High

Language	Fluency Score 1-5

During the initial open enrollment period (October 1, 2013 – March 31, 2014), did your agency closely interact with any MNsure navigators? Please be specific and explain any relationships.

If your agency **did** interact with certified navigators, please list the person(s) and name of the organization(s) they supported.

If your agency **did not** interact with certified navigators during the initial open enrollment period, please indicate your willingness to do so and your plan for building those relationships during the next open enrollment period beginning on November 1, 2015. Note: Enrollment Centers will be required to work with available navigators to provide “no wrong door” service to consumers.

<https://www.mnsure.org/images/navigator-organizations-county-list-3-20-15.pdf>

Please view the map that is posted on the MNsure website, in the same section as this solicitation document. The areas of service are defined. Your proposal should include a plan for providing expanded service for your area. i.e., events or pop-up centers. Note: agencies should be appointed by all carriers offering coverage in the proposed service area by August 1, 2015.

Selected Enrollment Centers in regions 1-10 (non-Twin City Metro regions; see map) will be requested to host two pop-up Enrollment Centers in assigned regions to better assist and potentially lessen travel times for consumers. Please explain how you will approach the region to best serve consumers and why.

Using the chart format below, please provide proposed hours of operation for the open enrollment period.

Proposed Hours of Operation 11/15/15 – 1/31/16 Open Enrollment

Day	November 2015	December 2015	January 2016
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			
Sunday			

As an Enrollment Center, are you willing to address community groups interested in hearing about MNsure? Please indicate with as much specificity as possible your willingness to travel locally (i.e., distance) and to accommodate the frequency of such group talks (i.e., number per week).

Successful candidates for Enrollment Center designations will be expected to provide a weekly enrollment report to MNsure. This excel-based report will minimally include the following data elements: number of in person encounters, number of enrollments, certain demographic data such as the prior coverage status of newly enrolled, and number of community presentations and attendees. Please confirm your agency's willingness to provide weekly reporting.

If selected as an Enrollment Center, are you committed to providing service to any individual who personally visits your site for one-on-one assistance, including individuals who may be eligible for Medical Assistance or MinnesotaCare? (Clients likely to qualify for these programs could be supported by navigators with whom the Enrollment Center has an effective working relationship.)

Enrollment Centers are expected to provide year-round service and support to enrollees as needed; please confirm agency plan to do so here.

Part 3: Ethics and Conduct; Privacy and Security

Successful agency principal(s) and broker staff will be required to

1. Meet and maintain MNsure broker certification requirements,
2. Comply with MNsure Privacy and Security guidelines by taking and passing MNsure Data Privacy and Security training as part of their certification requirements,
3. Comport oneself at all times with the highest professional ethics and conduct standards, and
4. Be in and remain in compliance with all applicable federal, state and local laws, as well as all established policies, rules and procedures of MNsure.

MNsure Broker Certification Requirements

For brokers to be certified, they must meet and maintain the following requirements:

1. Must be licensed with the State of Minnesota;
2. Must be appointed by each insurer participating in MNsure for assigned geographical area;
3. Provide a copy of Errors & Omissions declaration page or certificate of insurance;
4. Must participate in and successfully complete the entire Broker Certification Program; and
5. Must participate in any additional required training session(s).

Ethics & Conduct

In addition to all applicable Minnesota Insurance Department market conduct requirements, Enrollment Centers will be required to comply with all industry-accepted norms, ethics and conduct standards applicable to licensed brokers. Any egregious violation of an ethics and conduct standard may have consequences up to and including de-certification and the violation will be reported to the Minnesota Department of Commerce and all other appropriate authorities.

Respondents are advised that MNsure may engage “secret shoppers” to test and evaluate the ethical behavior and conduct (including adherence to privacy & security rules) of Enrollment Centers during the open enrollment season.

Evaluation and Selection Criteria

Enrollment Centers will be selected based on the following criteria and point scoring:

- A. Overall Plan - Proposed Activities and Enrollment Forecast (25)
- B. Physical Location and Space (20)
- C. MNsure Enrollment Experience (15)
- D. Commitment to MNsure Matching Funds - Minimum \$2,500 / Maximum \$10,000 (15)

- E. Tech Capabilities and Equipment Availability (10)
- F. Number of MNsure Certified Agents and Support Staffing (10)
- G. Proposed Hours of Operation (5)

Preparation of Response to Proposal

When preparing your response please adhere to the space following each question or response box. All costs incurred in responding to this solicitation will be borne by the responder.

The Responder is required to submit one (1) digital copy of the proposal, including an electronic signature by an authorized member of the firm. Subject line of email must read: ENROLLMENT CENTER PARTNERSHIP PROPOSAL

Rights of MNsure in Evaluating Partnership Proposals

Issuance of this solicitation for partnership proposals does not guarantee that MNsure will award a Contract to any Responder. MNsure reserves the right to withdraw, re-bid, extend or otherwise modify this solicitation or the related schedule and process, in any manner, solely at its discretion. All responses received by the deadline will be reviewed by the State or its agents, including representatives of MNsure. Proposals will first be reviewed for responsiveness to determine if the minimum requirements have been met. Proposals that fail to meet minimum requirements will not advance to the next phase of the evaluation. The State reserves the right, based on the scores of the proposals, to interview, or conduct demonstrations/presentations. Any cost incidental for an interview, presentation or demonstration shall be borne entirely by the respondent. The State reserves the right to seek best and final offers from one or more responders. Proposal materials will become public information following respondent selection and the conclusion of contract negotiations with the selected responder.

MNsure also reserves the right to:

1. Consider any source of information in evaluating proposals.
2. Omit any planned evaluation step if, in MNsure's view, the step is not needed.
3. At its sole discretion, reject any and all proposals at any time.
4. Extend any contract for up to three one year renewals with requiring proposal submission

Disqualification

Any attempt by a Responder to influence a member of the evaluation committee during the Proposal review and evaluation process will result in the elimination of that Responder's Proposal from consideration.

Key Dates and Milestones

Activity	Date	Day
Solicitation Release Date	May 4, 2015	Friday
Q & A Webinar	May 7, 2015; 4:00 p.m. CT	Thursday
Questions are Due	May 15, 2015 4:00 p.m. CT	Friday
Response to Questions	May 19, 2015; 4:00 p.m. CT	Tuesday
Proposals Due	May 29, 2015; 1:00 p.m. CT	Friday
Proposal Reviews Commence	June 2, 2015 (estimate)	Tuesday
Interviews, Presentations and Site Visits	June 2 – June 10, 2015	Tuesday -
Finalists Notified	June 24, 2014 (estimate)	Wednesday
Contract Negotiations	July 14, 2014 (estimate)	Tuesday

The State anticipates implementation to commence on or about August 1, 2015, with full program readiness in place by October 1, 2015.

Contact

Prospective respondents must submit their questions in writing via e-mail to Bob Davy, broker coordinator at bob.davy@state.mn.us by 4:00 p.m. CT Friday May 15, 2015.

Responses to all questions received will be made available on MNSure's website on May 19, 2015, by 4:00 p.m.

Other personnel are **NOT** authorized to discuss this solicitation with responders at any time during the solicitation period. Contact regarding this solicitation with any personnel other than Bob Davy, broker coordinator, could result in disqualification.

Proposal Submission

Proposals must be **emailed** to:

Bob Davy, Broker Coordinator

Email: bob.davy@state.mn.us

All proposals must be received via email at the above email address **no later than 1:00 p.m. Central Time, May 29, 2015.**

Late proposals will not be accepted. Responses sent via methods other than email including courier, fax, US mail or express shipment will not be considered or reviewed.

General Requirements (Including Required Form)

Affidavit of Noncollusion

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

Proposal Contents

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

Disposition of Responses

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

1. Clearly mark all trade secret materials in its response at the time the response is submitted,
2. Include a statement with its response justifying the trade secret designation for each item, and
3. Defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments or damages awarded against the State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the State's award of a contract. In submitting a response to this solicitation, the responder agrees that this indemnification survives as long as the trade secret materials are in possession of the State.

Contingency Fees Prohibited

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

Sample Contract

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

Organizational Conflicts of Interest

The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances that could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a vendor is unable or potentially unable to render impartial assistance or advice to the State, or the vendor's objectivity in performing the contract work is or might be otherwise impaired, or the vendor has an unfair competitive advantage. The responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the broker coordinator, which must include a description of the action that the contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organization conflict of interest is determined to exist, the State may, at its discretion, cancel the contract. In the event the responder was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to MNSure, the State may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms "contract," "contractor" and "contracting officer" modified appropriately to preserve the State's rights.

Partner Requirements and Responsibilities

- Weekly Enrollment Center activity report submission
- Established a long term organizational commitment to providing broker services, including outreach, education and enrollment support
- Capacity to mentor and share resources with other assister organizations
- Demonstrated ability to work with MNSure to achieve enrollment goals
- Capacity to collaborate with navigators of MNSure to offer "no wrong door" enrollment opportunities for consumers

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 _____

My commission expires: _____

Professional and Technical Services Contract

State of Minnesota



This Contract is between the State of Minnesota, acting through its Chief Executive Officer of MNSure (“State”) and [REDACTED], whose designated business address is [REDACTED] an independent contractor, not an employee of the State of Minnesota (“Broker Enrollment Center” or “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: consumers during the enrollment process.
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.** July 1, 2015, 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.** June 30, 2016 or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3** MNSure reserves the option to extend an additional three (3) years in increments determined by MNSure.
- 1.4 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** A Broker Enrollment Center, who is not an employee of the State of Minnesota, shall:
 - 2.1.1** Develop and operate a walk-in site for education and enrollment for residents of surrounding communities.
 - 1) Offer face-to-face assistance.
 - 2) Ensure walk-in site will be open throughout the open enrollment period.
 - 3) Make space available for use by in-person brokers, agents and other assisters to help clients renew or obtain coverage.
 - 2.1.2** Participate in media planning and purchasing with MNSure and MNSure’s identified advertising contractor. Broker Enrollment Center shall pay media outlets directly for its portion of the marketing budget. Broker Enrollment Center will provide sufficient detail to

MNsure within its interim and final financial reporting to confirm the match requirement described in section 4.1.1 has been fully satisfied.

- 2.1.3 Be appointed by each insurer participating in MNsure for any geographical area represented by Broker Enrollment Center.
- 2.1.4 Broker Enrollment Center agrees to provide: MNsure certified agency person(s), high speed internet access, phone lines, copier during predetermined Broker Enrollment Center hours of service.
- 2.1.5 Maintain MNsure Broker Certification requirements and state of Minnesota license.
- 2.1.6 Comply with MNsure Privacy and Security guidelines by taking and passing MNsure Data Privacy and Security training as part of Certification requirements.
- 2.1.7 Comply with all industry-accepted norms, ethics and conduct standards applicable to licensed brokers. Comport oneself at all times with the highest professional ethics and conduct standards. An egregious violation of an ethics and conduct standard may have consequences up to and including de-certification and the violation will be reported to the Minnesota Department of Commerce and all other appropriate authorities.
- 2.1.8 Participate in any required training sessions or meetings as scheduled by MNsure.
- 2.1.9 Submit financial and program reports in the manner and timeframe prescribed by MNsure.
 - 1) Interim progress reports will be due monthly.
 - 2) Final reports will be due 30 calendar days following the expiration date.
- 2.1.10 Comply with all applicable federal, state and local laws, as well as all established policies, rules and procedures of MNsure.

2.2 The State shall:

2.2.1 Provide planning and financial support for outreach and educational campaigns directed at new consumers, re-enrollees and the uninsured. MNsure will support development of creative materials and media planning and buying for the following:

- 1) MNsure signage – High-impact signage designed to direct customers to Broker Enrollment Centers for help with MNsure enrollment.
- 2) Google paid search – Broker Enrollment Center will appear among the top search results when consumers in the area search for certain key words (i.e. MNsure, health insurance etc.).
- 3) Local radio OR local print advertising – Broker Enrollment Center name and contact information will be included in a MNsure radio or print advertisement; radio may include local stations and/or Pandora while print will include local or community newspapers.

2.2.2 Broker Enrollment Center will be identified on the MNsure website. A Broker Enrollment Center listing will be viewable to consumers prior to an Assister directory search.

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. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties hereby agree that the following will occur:

- 4.1.1** Contractor will provide \$10,000.00 towards the purchase of marketing materials as described within section 2.1 above.
- 4.1.2** State will match Contractor's advertising budget total and expend no more than \$10,000.00 towards the purchasing of marketing materials as described in section 2.2.

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: Bob Davy
Address: 81 Seventh Street East, Suite 300
St. Paul, MN 55101
Telephone: 651.539.1382
E-Mail Address: bob.davy@state.mn.us

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: [REDACTED]
Address:

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:

\$1,000,000 – per occurrence

\$1,000,000 – annual aggregate

\$1,000,000 – 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:

\$1,000,000 – 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:

\$1,000,000 – per claim or event

\$1,000,000 – 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*, *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.
- 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 one and the same agreement.

21. Accessibility for Individuals with Disabilities (as applicable)

Materials created under this Contract must include usability features or functions that accommodate the needs of persons with disabilities and/or limited English language proficiency, according to state and federal law as applied to the State. All materials created under this Contract must comply with the Minnesota IT Accessibility Standards effective September 1, 2010, which entails, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A.D, which can be viewed at: http://www.mmd.admin.state.mn.us/pdf/accessibility_standard.pdf.

22. Nonvisual Access Standards (as applicable)

Materials created under this Contract must comply with nonvisual access standards, which require the following:

- (1) The effective interactive control and use of the technology, including the operating system, applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;
- (2) That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;
- (3) That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and
- (4) That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

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: _____

This Data Sharing Agreement (“Agreement”) is by and between MNSure (“MNSure” or “State”) and Broker Enrollment Center (“Contractor”).

WHEREAS, the parties have executed a Contract for see contract;

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

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

Agreement

1. Term of Agreement

1.1 **Effective date:** see contract

1.2 **Expiration date:** see contract

2. Information Covered by this Agreement.

2.1 Under this Agreement, MNSure will be sharing with Contractor one or more types of private information, collectively referred to as “protected information,” concerning individuals, employers, and/or employees participating in MNSure. “Protected information,” for purposes of this Agreement, may include any or all of the following:

- 2.1.1 Private data (as defined in Minnesota Statutes § 13.02, subd. 12), confidential data (as defined in Minn. Stat. § 13.02, subd. 3), welfare data (as governed by Minn. Stat. § 13.46), medical data (as governed by Minn. Stat. § 13.384), and other not public data governed by other sections in the Minnesota Government Data Practices Act (MGDPA), Minn. Stats. Chapter 13;
- 2.1.2 Protected health information (“PHI”) (as defined in and governed by the Health Insurance Portability Accountability Act (“HIPAA”), 45 C.F.R. § 160.103);
- 2.1.3 Federal Tax Information (“FTI”) (as defined by IRC § 6103);
- 2.1.4 Records (as defined by the Privacy Act of 1974, 5 U.S.C. § 552a; and
- 2.1.5 Other data subject to applicable State and federal statutes, rules, and regulations affecting the collection, storage, use, or dissemination of private or confidential information.

3. Duties

3.1 MNSure Duties. MNSure shall:

- (a) Only release information 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 confidentiality, integrity, and availability of any protected information at rest and in transit that it creates, receives, maintains, or transmits on behalf of MNsure.
- (b) Comply with the “minimum necessary” access and disclosure rule set forth in the MGDPA. The collection, creation, use, maintenance, and disclosure of protected information shall be limited to that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government. Minnesota Statutes § 13.05 subdivision 3.
- (c) Report to MNsure any privacy or security incident regarding the information of which it becomes aware. For purposes of this Agreement, “Security incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. Security incident shall not include pings and other broadcast attacks on Contractor’s firewall, port scans, unsuccessful log-on attempts, denials of service, and any combination of the above when using Contractor equipment and infrastructure; so long as such incidents do not result in unauthorized access, use or disclosure of MNsure’s information. “Privacy incident” means violation of the Minnesota Government Data Practices Act (MGDPA) and/or the including, but not limited to, improper and/or unauthorized use or disclosure of protected information, and incidents in which the confidentiality of the information maintained by it has been breached. This report must be made in writing and submitted to MNsure immediately and in no case more than 2 days after learning of such incident.
- (d) Unless provided for otherwise in this Agreement, if Contractor receives a request to release the information referred to in this Clause, Contractor must immediately notify MNsure. MNsure will give Contractor instructions concerning the release of the data to the requesting party before the data is released.
- (e) Not use or further disclose protected information created, collected, received, stored, used, maintained, or disseminated in the course or performance of this Agreement other than as permitted or required by this Agreement or as required by law, either during the period of this Agreement or hereafter.
- (f) In accordance with Minnesota Statutes § 62V.06, subdivision 9, Contractor may not sell any data collected, created, or maintained by MNsure, regardless of its classification, for commercial or any other purposes.
- (g) Consistent with this Agreement, ensure that any agents (including contractors and subcontractors), analysts, and others to whom it provides protected information, agree in writing to be bound by the same restrictions and conditions that apply to it with respect to such information.
- (h) To the extent that any protected information is PHI:
 - 1. Comply with the minimum necessary rule and limit the collection, creation, use, maintenance, and disclosure of PHI to “that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government.” See 45 C.F.R. §§ 164.502(b) and 164.514(d).
 - 2. Report any breach or security incident pursuant to the HIPAA Privacy Rule (45 C.F.R. Part 164, Subpart E). This report must be in writing and sent to MNsure not more than 2 days after learning of such non-permitted use or disclosure. Such a report will at least:
 - (A) Identify the nature of the non-permitted use or disclosure;
 - (B) Identify the PHI used or disclosed;

- (C) Identify who made the non-permitted use or disclosure and who received the nonpermitted or violating disclosure;
 - (D) Identify what corrective action was taken or will be taken to prevent further nonpermitted uses or disclosures;
 - (E) Identify what was done or will be done to mitigate any deleterious effect of the nonpermitted 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/lfsrver/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

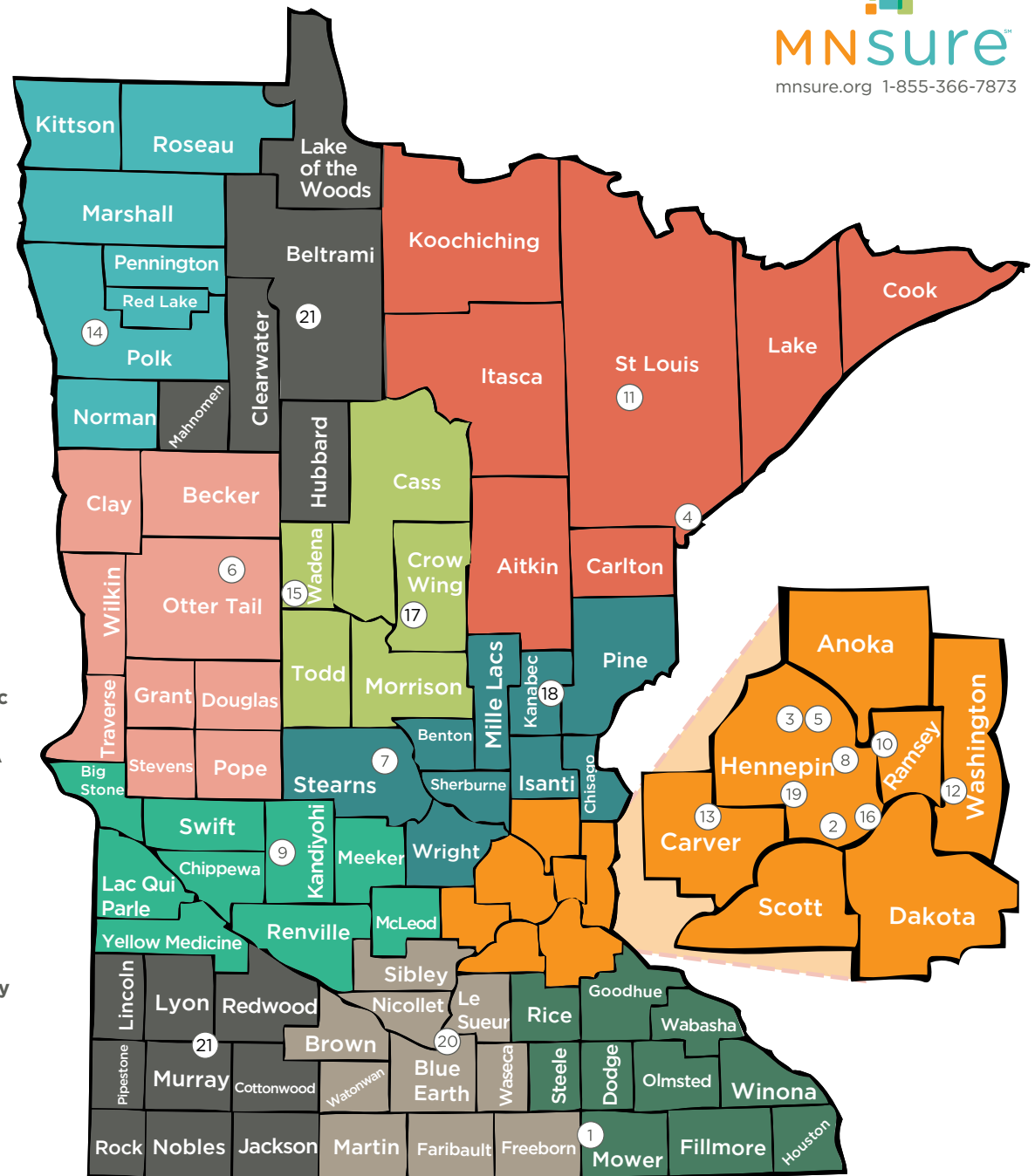
By: _____
(With delegated authority)

Title: _____

Date: _____

Broker Enrollment Centers

Brokers, also known as insurance agents, provide face-to-face enrollment assistance and advice to help you select a plan. MNsure has more than 900 individual broker partners across the state. The agencies listed below have partnered with MNsure to serve as enrollment centers and to provide free enrollment services in the areas indicated by the map.



- 1 AdvisorNet Financial**
Austin | 507-434-2299
- 2 Alexander & Haberman Agency LLC**
Bloomington | 612-284-9425
- 3 American Senior Benefits**
Maple Grove | 763-559-8200
- 4 Benes Insurance Services**
Duluth | 218-628-6180
- 5 Breitenfeldt Group**
Maple Grove | 877-494-2447
- 6 Breitenfeldt Group**
Perham | 877-494-2447
- 7 Breitenfeldt Group**
Waite Park | 877-494-2447
- 8 Crosstown Insurance**
Minneapolis | 763-575-8154
- 9 Health Insurance Services, Inc**
Willmar | 320-227-2925
- 10 Individual & Corporate Needs Agency, Inc**
Roseville | 651-778-1165
- 11 Jenifer Ivanca Insurance**
Chisholm | 218-254-3422
- 12 LeClair Group**
Woodbury | 651-739-2010
- 13 Legacy Benefit Consultants**
Waconia | 952-922-5677
- 14 The Longtin Agency, Inc**
Crookston | 218-281-1970
- 15 Midstate Insurance Services, Inc**
Wadena | 218-631-1065
- 16 Nyquist Fantastic Alliance/NFA**
Bloomington | 952-854-4596
- 17 RG Insurance**
Baxter | 218-828-1310
- 18 Sjoberg & Holmstrom, LLC**
Mora | 320-679-5183
- 19 Tonka Financial Services**
Minnetonka | 952-746-5110
- 20 United Prairie Insurance Agency**
Mankato | 507-386-4875
- 21 Served by other broker firms**
Search MNsure's online assister directory at www.mnsure.org

MNsure has hundreds of certified brokers across the state. Find one near you through our online assister directory: www.mnsure.org/help/find-assister