

STATE OF MINNESOTA
GRANT CONTRACT AGREEMENT

This Grant Contract Agreement is between the State of Minnesota, acting through the Minnesota Insurance Marketplace, MNSure ("STATE") and [ORG LEGAL NAME AND ADDRESS] ("GRANTEE").

Recitals

1. Under Minn. Stat., § 62V.05, subd. 1(b)(4), the State is empowered to enter into this Grant Contract Agreement.
2. The State is in need of community education and outreach services in order to carry out the exchange functions described 45 C.F.R. § 155.205.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this Grant Contract Agreement to the satisfaction of the State. Pursuant to [Minn. Stat. § 16B.98](#), subd. 1, the Grantee agrees to minimize administrative costs as a condition of this Grant Contract Agreement.

Grant Contract Agreement

1 Term of Grant Contract Agreement

1.1 Effective date:

[EFFECTIVE DATE], per [Minn. Stat. § 16B.98](#), subd. 5, the Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per [Minn. Stat. § 16B.98](#), subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed.

1.2 Expiration date:

June 30, 2025, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 Survival of Terms.

The following clauses survive the expiration or cancellation of this Grant Contract Agreement: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

2 Grantee's Duties

The Grantee, who is not a state employee, will:

- 2.1 Comply with required grants management policies and procedures set forth through [Minn. Stat. §16B.97](#), subd. 4(a)(1).

[SPECIFIC OBJECTIVES FROM GRANTEE'S WORK PLAN]

3 Time

The Grantee must comply with all the time requirements described in this Grant Contract Agreement. In the performance of this Grant Contract Agreement, time is of the essence.

MNSure's Accessibility & Equal Opportunity (AEO) office can provide this information in accessible formats for individuals with disabilities. Additionally, the AEO office can provide information on disability rights and protections to access MNSure programs. The AEO office can be reached via 855-366-7873 or AEO@MNSure.org.

4 Consideration and Payment

4.1 Consideration.

The State will pay for all services performed by the Grantee under this Grant Contract Agreement as follows:

(a) Compensation

The Grantee will be paid according to the breakdown of costs contained in Exhibit B which is attached and incorporated into this Grant Contract Agreement. Compensation shall be consistent with the Program Line Item Budget, which is incorporated into and made a part of this grant contract agreement as Exhibit B: Summary Budget.

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

(b) Travel Expenses

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this Grant Contract Agreement shall be no greater an amount than provided in the current "[Commissioner's Plan](#)" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

(c) Total Obligation.

The total obligation of the State for all compensation and reimbursements to the Grantee under this Grant Contract Agreement will not exceed **\$[THIS MUST BE THE TOTAL OF 4.1(A) AND 4.1(B) ABOVE]**.

4.2 Payment

(a) Invoices

The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services pursuant to clause 5(a). Invoices must be submitted timely and according to the following schedule:

Monthly upon completion of the services, in a form prescribed by the STATE and in accordance with the schedule identified in Clause 2.XXX. of this Grant Contract Agreement.

(b) Unexpended Funds

The Grantee must promptly return to the State any unexpended funds that have not been accounted for annually in a financial report to the State due at grant closeout.

4.3 Contracting and Bidding Requirements

- (a) Any services and/or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process.
- (b) Services and/or materials that are expected to cost between \$25,000 and \$99,999 must be competitively awarded based on a minimum of three (3) verbal quotes or bids.
- (c) Services and/or materials that are expected to cost between \$10,000 and \$24,999 must be competitively awarded based on a minimum of two (2) verbal quotes or bids or awarded to a targeted vendor.

- (d) The grantee must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through these entities are used when possible:
 - a. [State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List](#)
 - b. Metropolitan Council Underutilized Business Program: MCUB: [Metropolitan Council Underutilized Business Program](#)
 - c. Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: [Central Certification Directory](#)
- (e) The grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.
- (f) The grantee must maintain support documentation of the purchasing or bidding process used to contract services in their financial records, including support documentation justifying a single/sole source bid, if applicable.
- (g) Notwithstanding (a) - (d) above, the State may waive bidding process requirements when:
 - Vendors included in response to competitive grant request for proposal process were approved and incorporated as an approved work plan for the grant
 - It is determined there is only one legitimate or practical source for such materials or services and that grantee has established a fair and reasonable price.
- (h) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per [Minn. Stat. §§177.41](#) through [177.44](#). These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole.
- (i) The grantee must not contract with vendors who are suspended or debarred in MN: <https://mn.gov/admin/osp/government/suspended-debarred/index2.jsp>

5 Conditions of Payment

- (a) All services provided by the Grantee under this Grant Contract Agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.
- (b) Funds received under this grant may not be used for political campaign advocacy, lobbying activities, or promotion of Federal or State legislative and regulatory modifications.
- (c) The Grantee must reimburse the State upon demand or the State may deduct from future payments under this grant contract agreement any amounts paid by the State, under this or any previous grant, for which invoices and progress reports have not been received, or for which the Grantee's books, records or other documents are not sufficient to clearly substantiate that those amounts were used by the Grantee to perform grant services.
- (d) (If applicable.) For compensation payable under this Grant Contract Agreement, which is subject to withholding under state or federal law, appropriate amounts will be deducted and withheld by the State as required.
- (e) (If Grantee using subcontractors) As required by Minn. Stat. § 16A.1245, Grantee must pay all subcontractors, within ten (10) calendar days of Grantee'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).
- (f) Pursuant to Minn. Stat. § 16B.98, subd. 1, Grantee agrees to minimize administrative costs as a condition of this grant. Grantee shall ensure that costs claimed for reimbursement shall be actual costs, to be determined in accordance with 2 C.F.R. § 200.0 et seq. If Grantee receives funds from a source other than STATE in exchange for services, then Grantee may not receive payment

from STATE for those same services. Grantee shall seek reimbursement from all sources before seeking reimbursement pursuant to this Grant Contract Agreement.

6 Authorized Representative

The State's Authorized Representative is Christina Wessel, Senior Director of Partner Relations, 651.539.2060, christina.wessel@state.mn.us, or her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this Grant Contract Agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is **[NAME, TITLE, ADDRESS, TELEPHONE NUMBER, EMAIL]**. If the Grantee's Authorized Representative changes at any time during this Grant Contract Agreement, the Grantee must immediately notify the State. This representative shall be responsible for the maintenance of grant records, accounting, and the terms of this Grant Contract Agreement.

7 Assignment Amendments, Waiver, and Grant Contract Agreement Complete

7.1 Assignment

The Grantee shall neither assign nor transfer any rights or obligations under this Grant Contract Agreement without the prior written consent of the State, approved by the same parties who executed and approved this Grant Contract Agreement, or their successors in office.

7.2 Amendments

Any amendments to this grant 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 grant contract, or their successors in office.

7.3 Waiver

If the State fails to enforce any provision of this Grant Contract Agreement, that failure does not waive the provision or the State's right to enforce it.

7.4 Grant Contract Complete

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

(b) If any provision of this grant is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this grant contract shall not in any way be affected or impaired. The parties will attempt in good faith to agree upon a valid and enforceable provision that is a reasonable substitute, and will incorporate the substitute provision in this Grant Contract Agreement according to clause 7.2.

7.5 Drafting party

The parties agree that each party has individually had an opportunity to review with a legal representative, negotiate and draft this Grant Contract Agreement, and that, in the event of a dispute, the Grant Contract Agreement shall not be construed against either party.

8 Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this Grant Contract Agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this Grant Contract Agreement.

9 Audits

9.1 State Audit. Under Minn. Stat. § 16B.98, subd. 8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this Grant Contract Agreement or transaction are subject to examination by the Commissioner of Administration, by the

State granting agency and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Grant Contract Agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

9.2 Independent Audit. If the Grantee conducts or undergoes an independent audit during the term of this Grant Contract Agreement, a copy of the audit must be submitted to STATE within thirty (30) days of the audit's completion.

10 Government Data Practices and Intellectual Property Rights

10.1 Government Data Practices

The Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. ch. 13](#), as it applies to all data provided by the State under this Grant Contract Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this Grant Contract Agreement. The civil remedies of [Minn. Stat. § 13.08](#) apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

Additionally, Grantee and State must comply with the requirements contained in Exhibit C, which is incorporated into and attached to this Grant Contract Agreement.

10.2 Intellectual Property Rights

10.2.1 Definitions

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

10.2.2 Ownership

The State owns all rights, title, and interest in all of the intellectual property, including copyrights, patents, trade secrets, trademarks, and service marks in the *Works and Documents created and paid for under this contract*. The Works and Documents will be the exclusive property of the State and all such Works and Documents must be immediately returned to the State by the Grantee upon completion or cancellation of this contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." If using State data, Grantee must cite the data, or make clear by referencing that State is the source.

10.2.3 Responsibilities

- a. **Notification.** Whenever any Works or Documents (whether or not patentable) are made or conceived for the first time or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, and are created and paid for under this Grant Contract Agreement, the Grantee will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon. The Grantee will assign all right, title, and interest it may have in the Works and the

Documents to the State.

- b. **Filing and recording of ownership interests.** The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents created and paid for under this Grant Contract Agreement. Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in these Works and Documents are the sole property of the State, and that neither Grantee nor its employees, agents, or subcontractors retain any interest in and to these Works and Documents.
- c. **Duty not to infringe on intellectual property rights of others.** The Grantee represents and warrants that the Works and Documents created and paid for under this Grant Contract Agreement do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, the Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of these Works or Documents infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney's fees. If such a claim or action arises, or in the Grantee's or State's opinion is likely to arise, the Grantee must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.
- d. **Federal license granted.** If federal funds are used in the payment of this Grant Contract Agreement, pursuant to 45 C.F.R. § 75.322, the U.S. Department of Health and Human Services is granted a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

11 Workers Compensation

The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), subd. 2, pertaining to workers' compensation insurance coverage. The Grantee'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 and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 Publicity and Endorsement

12.1 Publicity. Any publicity regarding the subject matter of this Grant Contract Agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Grant Contract Agreement. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.

12.2 Endorsement. The Grantee must not claim that the State endorses its products or services.

12.3 30 Day Review Period. Publicity items submitted to State for written approval will be reviewed by State within 30 days of receipt.

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

13 Governing Law, Jurisdiction, and Venue

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

14 Termination

14.1 (a) Termination by the State

The State may immediately terminate this Grant Contract Agreement with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

(b) Termination by The Commissioner of Administration

The Commissioner of Administration may unilaterally cancel this Grant Contract Agreement if further performance under the Grant Contract Agreement would not serve agency purposes or is not in the best interest of the State.

14.2 Termination for Cause

The State may immediately terminate this Grant Contract Agreement if the State finds that there has been a failure to comply with the provisions of this Grant Contract Agreement, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.3 Termination for Insufficient Funding

The State may immediately terminate this Grant Contract Agreement if:

- (a) It does not obtain funding from the Minnesota Legislature.
- (b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

14.4 Termination for Breach

Notwithstanding clauses 14.2 and 14.3, upon State's knowledge of a curable material breach of the Grant Contract Agreement by Grantee, State shall provide Grantee written notice of the breach and ten (10) days to cure the breach. If Grantee does not cure the breach within the time allowed, Grantee will be in default of this contract and State may cancel the contract immediately thereafter. If Grantee has breached a material term of this Grant Contract Agreement and cure is not possible, State may immediately terminate this Grant Contract Agreement.

14.5 Other Immediate Termination or Suspension

Notwithstanding clauses 14.1, 14.2, 14.3, and 14.4, the State has the right to suspend or terminate this Grant Contract Agreement immediately if the State deems the health or welfare of the service recipients is endangered, when the State has reasonable cause to believe that the Grantee has breached a material term of the Grant Contract Agreement, or when Grantee's non-compliance with the terms of the Grant Contract Agreement may jeopardize federal financial participation.

14.6 Conviction relating to a State grant

In accordance with Minn. Stat. § 16B.991, this Grant Contract Agreement will immediately be terminated if the recipient is convicted of a criminal offense relating to a state grant agreement.

15 Data Disclosure

Under [Minn. Stat. § 270C.65](#), subd. 3, and other applicable law, the Grantee consents to disclosure of its

social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

16 Ownership of Equipment

The State shall have the right to require transfer of all equipment purchased with grant funds (including title) to the State or to an eligible non-STATE party named by the State. If federal funds are granted by the State, then disposition of all equipment purchased under this Grant Contract Agreement shall be in accordance with OMB Uniform Grant Guidance, 2 C.F.R. § 200.313. For all equipment having a current per unit fair market value of \$5,000 or more, the State shall have the right to require transfer of the equipment (including title), to the Federal Government. These rights will normally be exercised by STATE only if the project or program for which the equipment was acquired is transferred from one Grantee to another.

17 Federal Audit Requirements and Grantee Debarment Information

- A. Grantee certifies it will comply with 2 C.F.R. § 200.501 et seq., as applicable. To the extent federal funds are used for this grant contract, Grantee acknowledges that Grantee and State shall comply with the requirements of 2 C.F.R. § 200.331. Non-Federal entities expending \$750,000 or more of federal funding in a fiscal year must obtain a single or program-specific audit conducted for that year in accordance with 2 C.F.R. § 200.501. Failure to comply with these requirements could result in forfeiture of federal funds.
- B. Grantee certifies that neither it nor its principals is presently debarred or suspended by the State, or any of its departments, commissions, agencies, or political subdivisions. Grantee's certification is a material representation upon which the grant contract award was based. Grantee shall provide immediate written notice to the State's authorized representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.
- C. Federal money will be used or may potentially be used to pay for all or part of the work under the grant contract, therefore Grantee certifies that it is in compliance with federal requirements on debarment, suspension, ineligibility and voluntary exclusion specified in the solicitation document implementing Executive Order 12549. Grantee's certification is a material representation upon which the grant contract award was based.

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

Instructions for Certification

1. By signing and submitting this grant contract, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this grant contract is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this grant contract is submitted for assistance in obtaining a copy of those

regulations.

5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this grant contract that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

18 Affirmative Action and Non-Discrimination

18.1 Affirmative Action requirements

- a. **In-state grantees.** If GRANTEE has had more than 40 full-time employees within the State of Minnesota on a single working day during the previous twelve months preceding the date GRANTEE submitted its response to STATE, and this CONTRACT, including any extensions, is in excess of one hundred thousand dollars (\$100,000) GRANTEE must have an affirmative action plan in the form of a Workforce Certificate, approved by the Commissioner of Human Rights of the State of Minnesota, for the employment of qualified minority persons, women and persons with disabilities. See Minn. Stat. § 363A.36.
- b. **Out-of-state grantees.** If GRANTEE has had more than 40 full-time employees on a single working day during the previous twelve months in the state in which it has its primary place of business, then GRANTEE must either: 1) have a current Minnesota certificate of compliance issued by the Minnesota Commissioner of Human Rights; or 2)

certify that it is in compliance with federal Affirmative Action requirements.

c. Affirmative Action and Non-Discrimination requirements for all GRANTEES.

- (1) GRANTEE agrees not to discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status in regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age in regard to any position for which the employee or applicant for employment is qualified per Minn. Stat. § 363A.02. GRANTEE agrees to take affirmative steps to employ, advance in employment, upgrade, train, and recruit minority persons, women, and persons with disabilities.
- (2) GRANTEE must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. GRANTEE agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Minn. Rule 5000.3550.
- (3) GRANTEE agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

d. Notification to employees and other affected parties. GRANTEE agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices will state the rights of applicants and employees, and GRANTEE's obligation under the law to take affirmative action to employ and advance in employment qualified minority persons, women, and persons with disabilities.

e. Notification to Labor Unions and Other Stakeholders. GRANTEE will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contractual understanding, that GRANTEE is bound by the terms of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment minority persons, women, and persons with physical and mental disabilities.

f. Compliance with Department of Human Rights Statutes. In the event of GRANTEE's noncompliance with the provisions of this clause, actions for noncompliance may be taken in accordance with of Minn. Stat. § 363A.36, and the rules and relevant orders issued pursuant to the Minnesota Human Rights Act.

g. Consequences. The consequences for GRANTEE's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, termination of all or part of this grant contract by the State.

19 Equal Pay Certificate

19.1 Scope

Pursuant to Minn. Stat. § 363A.44, the State shall not execute a contract for goods or services or an agreement for goods or services in excess of \$500,000 with a business that has 40 or more full-time employees in the State of Minnesota or a state where the business has its primary place of business on a single day during the prior 12 months, unless the business has an equal pay certificate or it has certified in writing that it is exempt.

19.2 Commissioner's right to waive requirement

This section does not apply to a business, with respect to a specific contract, if the commissioner of administration determines that the requirements of this section would cause

undue hardship on the business. This section does not apply to a contract to provide goods or services to individual under Minnesota Statutes, chapters 43A, 62A, 62C, 62D, 62E, 256B, 256I, 256L, and 268A, with a business that has a license, certification, registration, provider agreement, or provider enrollment contract that is a prerequisite to providing those good or services.

19.3 Consequences

If GRANTEE fails to obtain an equal pay certificate as required by Minn. Stat. § 363A.44, or is not in compliance with the laws identified in § 363A.44, the Minnesota Department of Human Rights (MDHR) may void this CONTRACT on behalf of STATE, and this CONTRACT may be immediately terminated by STATE upon notice that MDHR has suspended or revoked GRANTEE's equal pay certificate.

19.4 Certification

GRANTEE certifies that it has a current equal pay certificate approved by the MDHR, if one is required, that it is in compliance with the laws identified in Minn. Stat. § 363A.44. GRANTEE certifies it is aware of the consequences for noncompliance.

20 Clerical Errors

Notwithstanding clause 7.2, the State reserves the right to unilaterally fix clerical errors contained in the Grant Contract Agreement without executing an amendment. GRANTEE will be informed of errors that have been fixed pursuant to this paragraph.

21 Subcontracts

The GRANTEE, as an awardee organization, is legally and financially responsible for all aspects of this award that are subcontracted, including funds provided to sub-recipients and subcontractors, in accordance with 45 C.F.R. §§ 75.351-75.352. The GRANTEE shall ensure that the material obligations, borne by the GRANTEE in this Grant Contract Agreement, apply as between GRANTEE and subrecipients, in all subcontracts, to the same extent that the material obligations apply as between the STATE and GRANTEE.

22 Legal Compliance

22.1 General Compliance

All performance under this Grant Contract Agreement must be in compliance with state and federal law and regulations, and local ordinances. Allegations that STATE deems reasonable, in its sole discretion, of violations of state or federal law or regulations, or of local ordinances, may result in GRANT CONTRACT cancellation or termination and/or reporting to local authorities by STATE.

22.2 Nondiscrimination

GRANTEE will not discriminate against any person on the basis of the person's race, color, creed, religion, national origin, sex, marital status, gender identity, disability, public assistance status, sexual orientation, age, familial status, membership or activity in a local commission, or status as a member of the uniformed services. GRANTEE must refrain from such discrimination as a matter of its contract with STATE. "Person" includes, without limitation, a STATE employee, GRANTEE's employee, a program participant, and a member of the public. "Discriminate" means, without limitation, to: fail or refuse to hire, discharge, or otherwise discriminate against any person with respect to the compensation, terms, conditions, or privileges of employment, or; exclude from participation in, deny the benefits of, or subject to discrimination under any GRANTEE program or activity.

GRANTEE will ensure that all of its employees and agents comply with Minnesota Management and Budget Policy [#1329](#) (Sexual Harassment Prohibited) and [#1436](#) (Harassment and Discrimination Prohibited).

22.3 Grants management policies

GRANTEE must comply with required [Grants Management Policies and procedures](#) as

specified in Minn. Stat. § 16B.97, subd. 4(a)(1). Compliance under this paragraph includes, but is not limited to, participating in monitoring and financial reconciliation as required by the Office of Grants Management (OGM) Policy 08-10.

22.4 Conflict of interest

GRANTEE certifies that it does not have any conflicts of interest related to this GRANT CONTRACT, as defined by OGM Policy 08-01. GRANTEE shall immediately notify STATE if a conflict of interest arises. For purposes of this section, "immediately notify" is defined as GRANTEE shall notify STATE no later than five (5) business days of discovery of the conflict.

23 Other Provisions

A. Commercial General Liability Insurance:

GRANTEE agrees that it will at all times during the term of the Grant Contract Agreement keep in force a commercial general liability insurance policy with the following minimum insurance limits:

- \$2,000,000 per occurrence
- \$2,000,000 annual aggregate

Such insurance will protect it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Grant Contract Agreement whether the operations are by GRANTEE or by a subcontractor or by anyone directly or indirectly employed by GRANTEE under the Grant Contract Agreement. STATE will be named as both an additional insured and a certificate holder on the general commercial liability policy.

B. Employee Theft & Dishonesty Policy:

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

C. Additional Insurance Conditions:

- (1) GRANTEE's policies shall be primary insurance to any other valid and collectible insurance available to STATE with respect to any claim arising out of GRANTEE's performance under this Grant Contract Agreement.
- (2) If GRANTEE receives a cancellation notice from an insurance carrier providing coverage, GRANTEE agrees to notify STATE within five (5) business days with a copy of the cancellation notice, unless GRANTEE's policies contain a provision that coverage afforded under the policies will not be cancelled without at least thirty (30) days advance written notice to STATE.
- (3) GRANTEE is responsible for payment of Grant Contract Agreement related insurance premiums and deductibles.
- (4) STATE shall be named as a certificate holder on applicable policies.
- (5) An Umbrella or Excess Liability insurance policy may be used to supplement GRANTEE's policy limits to satisfy the full policy limits required by Grant Contract Agreement.

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

E. *Subcontractor Diverse Spend Reporting:*

If the total value of this grant contract may exceed \$500,000, including all extension options, GRANTEE must track and report, on a quarterly basis, the amount spent with diverse businesses both: 1) directly to subcontractors performing under the Grant Contract Agreement, and 2) indirectly to diverse businesses that provide supplies/services to your company (in proportion to the revenue from this Grant Contract Agreement compared to GRANTEE's overall revenue). When this applies, GRANTEE will be provided free access to a portal for this purpose, and the requirement will continue as long as the Grant Contract Agreement is in effect.

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Signature Page Follows

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

SWIFT Contract/PO No(s). _____

2. GRANTEE

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

Distribution:

Agency

Grantee

State's Authorized Representative

Exhibit A
Work Plan

Exhibit B
Summary Budget

Exhibit C
DATA SHARING AGREEMENT

1. Term of Agreement

- 1.1. Effective date: see grant contract,**
- 1.2. Expiration date: see grant contract**

2. Information Covered by this Agreement.

- 2.1. Under this Agreement, MNSure will be sharing with Grantee 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 Minn. Stat., § 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), data on any individual participating in MNSure (as governed by Minn. Stat., § 62V.06, subd. 3), and other not public data governed by other sections in the Minnesota Government Data Practices Act (“MGDPA”), Minn. Stat., ch. 13;
 - 2.1.2. Protected health information (“PHI”) [as defined in and governed by the Health Insurance Portability Accountability Act (“HIPAA”) and 45 C.F.R. § 160.103];
 - 2.1.3. Federal Tax Information (“FTI”) (as defined by IRS Publication 1075);
 - 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 Grantee.
- (b) Obtain any required consents, authorizations, or other permissions that may be necessary for it to share information with Grantee.
- (c) Notify Grantee 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 Grantee’s use or disclosure of protected information.
- (d) Not request Grantee to use or disclose protected information in any manner that would not be permitted under law if done by MNSure.

3.2. Grantee Duties. GRANTEE 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 2; 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, subd. 3.
- (c) Comply with the MGDPA as if it were a government entity. All of the data created, collected, received, stored, used, maintained, or disseminated by Grantee while performing pursuant to its agreement with MNsure is subject to the requirements of Minn. Stat., ch. 13 and the remedies in Minn. Stat., § 13.08 apply to Grantee.
- (d) Report to MNsure any privacy or security incident regarding the information of which it becomes aware. 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. The decision to notify and the actual notifications to the State’s data subjects affected by the security or privacy incident shall be at the direction of the State. Notwithstanding anything to the contrary in this Agreement, and in addition to Grantee’s indemnification obligations under section 8 of the Grant Contract Agreement, the Grantee shall indemnify, hold harmless and defend the State and its officers, and employees for and against any claims, damages, costs and expenses related to any privacy or security incident involving any State data. Grantee shall reasonably mitigate any harmful effects resulting from any privacy or security incident involving any State data.
 - 1. For the purposes of this Agreement, “Privacy incident” means violation of the Minnesota Government Data Practices Act (MGDPA) and/or 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.
 - 2. For purposes of this Agreement, “Security incident” means the 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 Grantee’s firewall, port scans, unsuccessful log-on attempts, denials of service, and any combination of the above when using Grantee equipment and infrastructure; so long as such incidents do not result in unauthorized access, use or disclosure of protected information.
- (e) Unless provided for otherwise in this Agreement, if Grantee receives a request to release the information referred to in clause 2.1, Grantee must immediately notify MNsure. When appropriate, MNsure will give Grantee instructions concerning the release of the data to the requesting party before the data is released. MNsure reserves the right to respond directly to the request.
- (f) 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.
- (g) In accordance with Minn. Stat. § 62V.06, subd. 9, Grantee may not sell any data collected, created, or maintained by MNsure, regardless of its classification, for commercial or any other purposes.
- (h) Consistent with this Agreement, ensure that any agents (including contractors and subcontractors), analysts, and others to whom GRANTEE provides protected information, agree in writing to be bound by the same restrictions and conditions that apply to it with respect to such information.
- (i) 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); Minn. Stat., § 13.05.
2. In addition to the incident reporting in clause 3.2(d), report any breach or security incident pursuant to the HIPAA Privacy Rule (45 C.F.R. Part 164, Subpart D). This report must be in writing and sent to MNSure not more than 2 days after learning of such non-permitted use or disclosure. Such a report will at least:
 - (A) Identify the nature of the non-permitted use or disclosure;
 - (B) Identify the PHI used or disclosed;
 - (C) Identify who made the non-permitted use or disclosure and who received the non-permitted or violating disclosure;
 - (D) Identify what corrective action was taken or will be taken to prevent further non-permitted uses or disclosures;
 - (E) Identify what was done or will be done to mitigate any deleterious effect of the non-permitted use or disclosure; and
 - (F) Provide such other information, including any written documentation, as MNSure may reasonably request.
 - (G) Provide notice required by 45 C.F.R. §§ 164.404 through 164.408 to affected individuals, news media, and/or the Office of Civil Rights, Department of Health and Human Services, only upon direction from and in coordination with MNSure.
3. In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree in writing to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.
4. Within ten (10) business days of a request from an individual, their designee or the State, make available protected health information in a designated record set, consistent with Minn. Stat. § 13.04, subd. 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 4 and 45 C.F.R. § 164.526.
6. Document all 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. Grantee 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. To the extent any data is PHI under HIPAA and the HITECH Act, 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.
- (j) To the extent that any protected information is FTI, ensure that these 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.
 - (k) 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.
 - (l) Report and mitigate any fraudulent activities.
 - (m) Comply with any and all other applicable provisions of:
 1. The Final Exchange Privacy Rule at 45 C.F.R. § 155.260, including future amendments thereto;
 2. The current version of the Minimum Acceptable Risk Standards for Exchanges (MARS-E); and
 3. State of Minnesota Information Security Policies and Standards.

4. Security and Data Protection.

Grantee is responsible for the security and protection of protected information subject to and related to Cloud Services in accordance with this Agreement.

For the purposes of this Security and Data Protection section, the following terms have the following meanings:

“Cloud Services” includes “cloud computing” as defined by the U.S. Department of Commerce, NIST Special Publication 800-145 and any other software, hosting service, subscription or other service or product by which Grantee stores, transmits, processes or otherwise has access to protected information.

4.1. Data Ownership.

- (a) The State solely and exclusively owns and retains all rights, title and interest, whether express or implied, in and to any and all protected information. Grantee has no and acquires no rights, title or interest, whether express or implied, in and to protected information.
- (b) Grantee will only use protected information for the purposes set forth in the Contract and Supporting attachments. Grantee will only access protected information as necessary for performance of this Agreement. Grantee will not access State user accounts except to respond to service or technical problems or at the State’s specific request.

4.2. Security Program.

- (a) Grantee will make all reasonable efforts to protect and secure the protected information and the license data related to this Agreement, in accordance with this Agreement and this section.

(b) Upon the State's request, Grantee will make its Policy available to the State on a confidential, need-to-know basis, along with other related information reasonably requested by the State regarding Grantee's security practices and policies. Unless inconsistent with applicable laws, Grantee and the State must treat the Policy and related information on security practices and policies that are specific to the State as not public data pursuant to Minnesota Statutes, § 13.37.

- 4.3. Data Management.** Grantee will not use protected information, including production data, for testing or development purposes.
- 4.4. Data Storage.** Grantee agrees that any and all protected information will be stored, processed, and maintained solely on designated servers and that no such data at any time will be processed on or transferred to any portable computing device or any portable storage medium, unless that storage medium is in use as part of the Grantee's designated backup and recovery processes.
- 4.5. Subcontractors and Third Parties.** Grantee agrees that no protected information shall be transmitted, exchanged or otherwise provided to other parties except as specifically agreed to in writing by the State Chief Information Security Officer or delegate. Grantee must ensure that any contractors, subcontractors, agents and others to whom it provides protected information, agree in writing to be bound by the same restrictions and conditions under this Contract that apply to Grantee with respect to such data.
- 4.6. Compliance with Data Privacy and Security Laws and Standards.** Grantee shall comply with all applicable State and federal data privacy and data security laws, rules, and regulations.
- 4.7. Remedies.** Grantee acknowledges that the State, because of the unique nature of its data, would suffer irreparable harm in the event that Grantee breaches its obligations under this Agreement, and monetary damages may not adequately compensate the State for such a breach. In such circumstances, the State will be entitled, in addition to monetary relief, to injunctive relief or specific performance as may be necessary to restrain any continuing or further breach by Grantee, without showing or proving any actual damages sustained by the State.

5. Disposition of Data upon Completion, Expiration, or Agreement Termination.

Upon completion, expiration, or termination of this Agreement, Grantee 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. Grantee will retain no copies of such protected information. If both parties agree that such return or destruction is not feasible, or if Grantee is required by the applicable regulation, rule or statutory retention schedule to retain beyond the life of this Agreement, Grantee 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 Grantee maintains the information.

6. 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.

7. Information Privacy and Security Responsible Authority.

- 7.1.** MNsure's responsible party for the purposes of complying with data privacy and security for this Agreement is Emily Cleveland, MNsure Privacy Officer, emily.j.cleveland@state.mn.us, or her successor.
- 7.2.** Grantee's responsible party for the purposes of complying with data privacy and security for this Agreement is **[INSERT DATA PRIVACY OFFICER]**, or his/her successor.

8. Sanctions.

In addition to any liability under section 8 of the Grant Contract 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.

9. Interpretation.

Any ambiguity in this Agreement shall be resolved to permit the parties to comply with HIPAA, MGDPA, and other applicable state and federal statutes, rules, and regulations affecting the collection, storage, use and dissemination of private or confidential information.

10. 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 2 of this Exhibit 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).

11. Survival.

The obligations of GRANTEE under this Attachment shall survive the termination of this Agreement.