



# MNsured Certified Application Counselor Services Agreement

State of Minnesota

This Grant Contract Agreement ("Agreement") is between the State of Minnesota, acting through its Chief Executive Officer of MNsure ("MNsure" or "State") and **NAME**, a Certified Application Counselor ("CAC" or "Contractor" or "Grantee") whose principal business address is **ADDRESS**. State and Contractor may be referred to jointly as "Parties."

## Recitals

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1. **WHEREAS**, Under Minn. Stat. § 62V.05, subd. 1(b)(4), the State is empowered to engage such assistance as deemed necessary;
2. **WHEREAS**, Under 45 C.F.R. pt. 155, states are authorized to establish an insurance exchange that assists individuals in determining insurance eligibility and insurance options;
3. **WHEREAS**, Certified application counselors are defined as community assistance partners who assist individuals in applying for coverage in the Exchange and insurance affordability programs at no cost to applicants in accordance with 45 C.F.R. § 155.225;
4. **WHEREAS**, The State is in need of certified application counselors to assist Minnesotans in completing the application and answering questions about the process, individual eligibility, and the plan options at the community level. This application assistance includes preliminary screening, form assistance, document gathering and submission of a complete application on behalf of an applicant to increase the potential for a successful enrollment;
5. **WHEREAS**, The disclosure of protected health information that is subject to the Health Insurance Portability Accountability Act (HIPAA) is permitted by 45 C.F.R. §§ 164.506(c) and 164.512;
6. **WHEREAS**, Pursuant to 42 C.F.R. § 431.300(a), a state Medicaid plan must provide safeguards that restrict the use and disclosure of information concerning applicants and recipients to purposes directly connected with the administration of the plan;
7. **WHEREAS**, MNsure is permitted to share information with the certified application counselor in accordance with Minnesota Statutes, § 62V.06, subd. 5;
8. **WHEREAS**, MNsure is subject to the Minnesota Government Data Practices Act by Minnesota Statutes, § 62V.06, subd. 1; and

9. **WHEREAS**, The parties to this Agreement agree that the Minnesota Department of Human Services will benefit from the information and services provided under this Agreement;

The parties therefore agree as follows:

## **Agreement**

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### **1. Term of Agreement**

**1.1 Effective Date.** **July 1, 2025**, or the date the State obtains all required signatures, whichever is later. Per Minn. Stat. § 16B.98, subd. 5, the Agreement must not begin work under this Agreement until this Agreement is fully executed and the CAC has been notified by the State's Authorized Representative to begin the work.

**1.2 Expiration Date.** **June 30, 2028**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

### **2. Attachment; Order of Preference**

The Additional Documents titled, "MNsured Certified Application Counselor Services Agreement Attachment A" ("Attachment A") and "MNsured Certified Application Counselor Services Agreement Attachment B" ("Attachment B"), are attached to and incorporated by reference into this Agreement. In interpreting this Agreement and resolving any ambiguities, this Agreement and its amendments shall take precedence over Attachment A and/or Attachment B. Further, in interpreting this Agreement and resolving any conflicts, this Agreement and its amendments shall control over Attachment A and Attachment B. Attachment A and Attachment B include the duties of the Parties along with the general contract terms and conditions. Attachment A and Attachment B are available online at MNsure.org at this location: [www.mnsure.org/assister-central/navigator-one-stop/policy-procedures/index.jsp](http://www.mnsure.org/assister-central/navigator-one-stop/policy-procedures/index.jsp).

### **3. Survival of Terms**

The following Attachment clauses survive the expiration or cancellation of this Agreement: Attachment A Sections: 5. Third Party Beneficiary; 7. Indemnification; 8. State Audits; 9. Intellectual Property; 11. Publicity and Endorsement; 12. Governing Law, Jurisdiction, and Venue; and 13. Data Disclosure; and Attachment B.

### **4. Authorized Representative**

**4.1 MNsure.** MNsure's Authorized Representative is Christina Wessel, Senior Director of Partner Relations, [christina.wessel@state.mn.us](mailto:christina.wessel@state.mn.us), or her successor. The State's Authorized Representatives have the responsibility to monitor the CAC's performance and the authority to accept the services provided under this Agreement.

**4.2 CAC.** The CAC's Authorized Representative is **NAME, TITLE, ADDRESS, TELEPHONE NUMBER, EMAIL**, or their successor. The CAC must immediately notify the State if the CAC's Authorized Representative changes at any time during this Agreement.

### **5. Information Privacy and Security Responsible Party**

**5.1** MNSure’s responsible party for the purposes of complying with data privacy and security for this Agreement is Emily Cleveland, MNSure Policy Director and Privacy Officer, [Emily.J.Cleveland@state.mn.us](mailto:Emily.J.Cleveland@state.mn.us), or her successor.

**5.2** CAC’s responsible party for the purposes of complying with data privacy and security for this Agreement is **NAME, TITLE, EMAIL**, or their successor.

## 6. Definitions

**6.1. Consumer Assistance Partner:** "Consumer assistance partner" is defined in Minn. R. 7700.0020, subp. 7 as an entity certified by MNSure to serve as a navigator, in-person assister, or certified application counselor.

**6.2. Federal Tax Information:** "Federal Tax Information" or "FTI" is defined as tax returns and return information as defined in 26 U.S.C. § 6103(b).

**6.3. Minnesota Eligibility System ("METS"):** METS is defined as the "Minnesota eligibility system" in Minn. Stat. § 62V.055, subd. 1.

**6.4. Private Data on Individuals:** "Private Data on Individuals" is data classified by state or federal law as not public and that is accessible to the subject of the data pursuant to Minn. Stat. § 13.02, subd. 12.

**6.5. Protected Health Information:** "Protected Health Information" or "PHI" is defined as individually identifiable health information that is transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium pursuant to 45 C.F.R. § 160.103.

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**1. CAC**  
*The contractor certifies that the appropriate person(s) have executed the Agreement on behalf of the contractor as required by applicable articles, bylaws, resolutions or ordinances.*

**2. State Agency - MNSure**  
*With delegated authority*

Print name: \_\_\_\_\_

Print name: Christina Wessel

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Sr. Director of Partner  
Title: Relations Date: \_\_\_\_\_