

# MNsure Grant Services Contract Navigator/In-Person Assister

State of Minnesota



This Grant Contract Agreement (“Contract”) is between the State of Minnesota, acting through its Chief Executive Officer of MNsure (“MNsure” or “State”) and **NAME**, whose principal business address is **ADDRESS**, an independent contractor, not an employee of the State of Minnesota (“Grantee” or “Contractor”). 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 enter into a grant contract agreement to engage such assistance as deemed necessary;
2. **WHEREAS**, Pursuant to Minn. Stat. § 16B.98, subd. 1, the Contractor agrees to minimize administrative costs as a condition of this Grant Contract Agreement;
3. **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;
4. **WHEREAS**, The State is in need of navigators and in-person assisters to aid Minnesotans in completing the MNsure application, answering questions about the process for individuals eligibility, and the options pursuant to 45 C.F.R. §§ 155.205-155.220 and Minn. Stat. § 62V.05, subd. 4;
5. **WHEREAS**, This application assistance must be offered at the community level and include preliminary screening, assistance completing forms, document gathering and submission of a complete application on behalf of an applicant to increase the potential for a successful enrollment;
6. **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;
7. **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;
8. **WHEREAS**, Pursuant to 45 C.F.R. § 155.260(a), any personally identifiable information created for purposes of determining eligibility for enrollment in a qualified health plan or determining eligibility for other insurance affordability programs may only be used to the extent necessary to carry out the functions of the Exchange;

9. **WHEREAS**, The parties to this Contract agree that the Minnesota Department of Human Services will benefit from the information and services provided under this Contract;
10. **WHEREAS**, The Contractor represents that it is duly qualified and agrees to perform all services described in this Contract to the satisfaction of the State; and
11. **WHEREAS**, It is expressly agreed that Contractor is a “business associate” of State, as defined by HIPAA under 45 C.F.R. § 160.103. The disclosure of protected health information to Contractor that is subject to HIPAA is permitted by 45 C.F.R. § 164.502(e)(1)(i).

The parties therefore agree as follows:

## **Contract**

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### **1. Term of Contract**

**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 Contractor must not begin work under this Contract until this Contract is fully executed and the Contractor has been notified by the State’s Authorized Representative to begin the work. Per Minn. Stat. § 16B.98, subd. 7, no payments will be made to the Contractor until this grant contract agreement is fully executed.

**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 Grant Services Contract Navigator/In-Person Assister Attachment A” (“Attachment A”) and “MNsured Grant Services Contract Navigator/In-Person Assister Attachment B” (“Attachment B”) are attached to and incorporated by reference into this Contract. In interpreting this Contract and resolving any ambiguities, this Contract and its amendments shall take precedence over Attachment A and/or Attachment B. Further, in interpreting this Contract and resolving any conflicts, this Contract 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 Contract: Attachment A Sections: 5. Third Party Beneficiary; 7. Indemnification; 8. State Audits; 9. Intellectual Property; 13. Publicity and Endorsement; 14. Governing Law, Jurisdiction, and Venue; and 15. 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 Contractor’s performance and the authority to accept the services provided under this Contract. If the services are satisfactory, the

State's Authorized Representative will certify acceptance on each State-run report by issuing payment.

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

## **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 Contract 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** Contractor's responsible party for the purposes of complying with data privacy and security for this Contract 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.

**1. Contractor**

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

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

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

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

**2. State Agency - MNsure**

*With delegated authority*

Print name: Christina Wessel \_\_\_\_\_

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

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