



MNSure Grant Services Contract Navigator/In-Person Assister Attachment C

State of Minnesota

1. MNSure Duties. MNSure shall:

- 1.1 Provide insulin assistance program training to MNSure-certified navigators; and
- 1.2 In consultation with the Minnesota Board of Pharmacy, compile a list of navigators who have completed the insulin assistance program training, and who are available to assist consumers in accessing affordable insulin coverage options.

2. Contractor Duties.

- 2.1 The Contractor, who is not a State employee, shall assist consumers with:
 - a) accessing information on providers who participate in prescription drug discount programs, including providers who are authorized to participate in the 340B Drug Pricing Program under section 340b of the federal Public Health Service Act, 42 U.S.C. 256b;
 - b) accessing insulin manufacturers' patient assistance programs, co-payment assistance programs, and other foundation-based programs; and
 - c) one or more activities eligible for payment according to the Navigator Insulin Payment Policy.
- 2.2 Contractor will ensure all certified navigators successfully complete MNSure's required insulin assistance program training prior to providing services under this Attachment C.
- 2.3 Contractor will provide contact information to MNSure to be available in a list and available through the Minnesota Board of Pharmacy and distributed to other resources according to Minnesota Statutes.
- 2.4 Contractor must have at least one certified navigator who has completed the insulin assistance program training available to assist consumers during normal business hours.
- 2.5 Contractor must ensure that remote assistance, such as assistance over the telephone or utilizing video conferencing, can be provided when necessary during normal business hours, to consumers who need assistance with the insulin safety net continuing need program.
- 2.6 Contractor will promptly submit a properly completed Insulin Case Association Form attesting that the navigator assisted a consumer with an activity eligible for payment pursuant to the Navigator Insulin Payment Policy.
- 2.7 Contractor will comply with all applicable provisions in Minnesota Statutes and MNSure policies.

3. Consideration and Payment for Insulin assistance.

3.1 Consideration. The State will pay the Contractor a onetime application assistance bonus for assisting a consumer with accessing an insulin manufacturer's patient assistance program.

- a) The Contractor must promptly attest via the electronic Insulin Case Association Form that they have assisted with an application.
- b) **Reports.** The State will pay the Contractor based on a report run at least quarterly of electronically submitted attestations. MNSure will issue payments within 60 days following the end of the quarter. The Contractor is not eligible for a payment under this clause if it received a navigator per enrollee payment under Minn. Stat. §§ 62V.05, subd. 4 or 256.962, subd. 5 for the same consumer within the past 12 months under section 4 of Attachment A.
- c) **Compensation.** The Contractor will be paid no less than \$25 and no more than the current payment rate for qualified health plans for each application. The rate will be dependent on the amount of funding available and the number of submitted attestations.
- d) **Payments** are to be made from the Minnesota Health Care Access Fund. If at any time funds become unavailable, this Attachment shall be void immediately upon written, fax, or e-mail notice of such fact by the State to the Contractor. In the event of such termination, the Contractor shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that dedicated funds are available.

3.2 Conditions of Payment. All services provided by the Contractor under this Contract 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 including business registration requirements of the Office of the Secretary of State. The Contractor will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

4. Assignment, Amendments, Waiver, and Contract Complete.

4.1 Assignment. The Contractor may neither assign nor transfer any rights or obligations under this Contract without the prior consent of the State and a fully executed assignment agreement, executed and approved by the same parties or their successors in office.

4.2 Amendments. Except where otherwise addressed in Clause 2.1(b) of Attachment B, Clause 6 of Attachment A, and within this Clause, 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. The State reserves the right to modify Attachment A and/or Attachment B and/or Attachment C without amendment as necessary to comply with federal or state law or regulation not addressed within Clause 2.1(b) of Attachment B. The State must provide the Contractor notice of the need to update Attachment A and/or Attachment B and/or Attachment C within a reasonable time prior to the update being completed. All necessary updates will be posted on the MNSure.org website.

4.3 Waiver. If the State fails to enforce any provision of this Contract, that failure does not waive

the provision or the State's right to enforce it.

- 4.4 **Contract Complete.** The Contract, Attachment A, Attachment B, and this Attachment C contain all negotiations and agreements between the State and the Contractor. No other understanding regarding the Contract, Attachment A, Attachment B, and this Attachment C whether written or oral, may be used to bind either party or the Third Party Beneficiary.

5. Termination and Suspension.

- 5.1 **Termination by either Party.** Either party may terminate the Contract duties under Attachment C at any time, without cause, upon thirty (30) days' written notice to the other party. Upon termination, the Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 5.2 **Termination for Cause.** The State may immediately terminate this Attachment if the State finds that there has been a failure to comply with the provisions of this Contract including all Attachments and any amendment, 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.
- 5.3 **Termination for Insufficient Funding.** The State may immediately terminate this Attachment C if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Insufficient funding as identified in Clause 3.1(d) of this Attachment C and this Clause will be sufficient to terminate compensation. Termination must be by written, fax, or e-mail notice to the Contractor. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Contractor 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 or amendment is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Contractor notice of the lack of funding within a reasonable time of the State receiving that notice.
- 5.4 **Termination by The Commissioner of Administration.** The Commissioner of Administration may immediately and unilaterally cancel this grant contract agreement if further performance under the agreement would not serve agency purposes or is not in the best interest of the State.
- 5.5 **Suspension.** If funding from the Minnesota Legislature or other funding source is canceled, withdrawn, or terminated, or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here, the State may, at its option, according to Minn. Stat. § 16B.98, subd. 5(4)(f), suspend performance under the contract until funding is restored. The State is not obligated to pay for any services that are provided after notice and effective date of suspension. However, the Contractor 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 suspended because of the decision of the Minnesota Legislature, or other funding source, to cancel, withdraw, or terminate funds. The State must provide the Contractor notice of the lack of funding within a reasonable time of the State receiving that notice.