STATE OF MINNESOTA
PROFESSIONAL AND TECHNICAL SERVICES CONTRACT
Amendment 1

This amendment is by and between the State of Minnesota, acting through its Chief Executive Officer of the Minnesota Insurance Marketplace (a/k/a MNsure) ["State"] and BBDO Proximity, 150 South 5th Street, Suite 3500, Minneapolis, MN 55402 ["Contractor"].

Recitals

1. The State has a contract with the Contractor identified as SWIFT Contract Number 61136 ("Original Contract") to provide marketing, advertising and public outreach services to advance the mission of the State's health insurance exchange.

2. The State increased the scope of tasks associated with the **Contractor's Duties** identified in Exhibit A and authorized the Contractor to complete the additional scope of tasks.

3. The State and Contractor wish to identify the additional compensation corresponding to the additional scope of tasks completed by the Contractor.

4. The State and the Contractor are willing to amend the Original Contract as stated below.

Contract Amendment

In the revisions below, all text marked with a strikethrough (i.e., "~~strikethrough~~") is deleted from the Original Contract and all text that is underlined (i.e., "underlined") is added to the Original Contract.

REVISION 1. Clause 4, **Consideration and Payment**, is amended as follows:

4 Consideration and Payment

4.1 **Consideration**. The State will pay for all services performed by the Contractor under this contract as follows:

(A) **Compensation.** The Contractor will be paid upon acceptance by the state that the tasks and deliverables have been completed, and in accordance with the breakdown of costs as set forth below.

1. Brand Immersion and Creative Development ($20,000)
   a. Discovery meeting
   b. Consumer segmentation review
   c. Product Immersion
   d. Brand Review
   e. Process, roles and responsibilities
   f. Detailed timeline
   g. Brand/Human truths; Actionable Insights
   h. Creative Brief
2. Creative Concepting ($40,000)
   a. Develop creative ideas across different mediums
3. Creative Testing ~~($71,000~~ $75,125)
   a. Research Formulation
   b. Qualitative Focus Groups
   c. Summary Report
4. Campaign Creative Development and Production ($55,000)
   a. Create overall campaign look
   b. Develop integrated campaign
   c. Obtain necessary images/photography
   d. Deliver final files/work
5. Broadcast Production (~~$235,000~~ $533,195)

a. Produce Radio spots
b. Produce TV spots
c. Produce videos

6. Development and Production of Collateral Materials (~~$54,590~~ $478,027.50)
   a. Develop collateral materials
   b. Digital production
   c. Print production
7. Media Buying, Negotiating and Placement ($18,000)
   a. Media mix research
   b. Create media plan
   c. Purchase and placement of all media
8. Corporate Partnerships and Promotions Strategy (~~$5,000~~ $204,700)
   a. Connect MNsure to clients
   b. Develop list of potential partners
   c. Assist with partnership plans
   d. Advise on partnership negotiations
9. Grassroots Outreach Strategy ($70,000)
   a. Connect MNsure to clients
   b. Develop list of potential partners
   c. Assist with partnership plans
   d. Advise on partnership negotiations
10. Campaign Tracking, Measurement, Reporting, Optimization and Account Management ($17,500)
    a. Campaign tracking
    b. Media placement reconciliation
    c. Bi-monthly reports
    d. Campaign adjustments
11. Measurement and Optimization Plan ($80,500)
    a. Measurement/tracking plan
    b. Pre and post tracking surveys
    c. Ongoing and in-depth analysis
    d. Social monitoring

(B) **Travel Expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Contractor as a result of this contract will not exceed Zero Dollars ($0.00).

(C) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Contractor under this contract will not exceed ~~Six Hundred Sixty Six Thousand Five Hundred Ninety and 00/100 Dollars ($666,590.00)~~ One Million Five Hundred Ninety Two Thousand Forty Seven and 50/100 Dollars ($1,592,047.50).

4.2. **Payment**

(A) **Invoices.** The State will promptly pay the Contractor after the Contractor presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. ~~Invoices must be submitted timely and according to the following schedule:~~

- ~~$20,000.00 upon completion and acceptance of deliverables in Exhibit A, Section (1, A & B)~~
- ~~$40,000.00 upon completion and acceptance of deliverables in Exhibit A, Section (1, C)~~
- ~~$71,000.00 upon completion and acceptance of deliverables in Exhibit A, Section (1, D)~~
- ~~$55,000.00 upon completion and acceptance of deliverables in Exhibit A, Section (2, A & 2, A..2)~~
- ~~$235,000.00 upon completion and acceptance of deliverables in Exhibit A, Section (2, A.1)~~

- ~~$54,590.00 upon completion and acceptance of deliverables in Exhibit A, Section (2, B & 2, B.1 & 2, B.2)~~
- ~~$18,000.00 upon completion and acceptance of deliverables in Exhibit A, Section (3)~~
- ~~$5,000.00 upon completion and acceptance of deliverables in Exhibit A, Section (4)~~
- ~~$70,000.00 upon completion and acceptance of deliverables in Exhibit A, Section (5)~~
- ~~$17,500.00 upon completion and acceptance of deliverables in Exhibit A, Section (6) and (8)~~
- ~~$80,500.00 upon completion and acceptance of deliverables in Exhibit A, Section (7)~~

(B) **Retainage.** No more than 90% of the amount due under this contract may be paid until the final product of this contract has been reviewed by the State's agency head. The balance due will be paid when the State's agency head determines that the Contractor has satisfactorily fulfilled all the terms of this contract.

(C) **Federal funds.** Payments under this contract will be made from federal funds obtained by the State through HHS section 1311 CDFA number 93.525 of the Patient Protection and Affordable Care Act of 2010. The Contractor is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Contractor's failure to comply with federal requirements.

REVISION 2. Clause 6, **Authorized Representatives**, is amended as follows:

6 Authorized Representatives

The State's Authorized Representative is ~~April Todd-Malmlov, MNsure Executive Director, 651.539.1320~~ Allison O'Toole, Deputy Director of External Affairs, 651.539.2061, or her successor, and 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, the State's Authorized Representative will certify acceptance on each invoice submitted for payment. The State's Project Manager is ~~Mary Sienko, Communications and Marketing Director, 651.539.1334~~ Joe Campbell, Director of Communications and Marketing, 651.539.1334.

The Contractor's Authorized Representative is Leslie Sipprell, SVP – Group Account Director, BBDO Proximity Minneapolis, 150 South 5th Street, Suite 3500, Minneapolis, MN 55402, 612.371.2306, or her successor. If the Contractor's Authorized Representative changes at any time during this contract, the Contractor must immediately notify the State.

Except as amended herein, the terms and conditions of the Original Work Order and all previous amendments remain in full force and effect.

1. **STATE ENCUMBRANCE VERIFICATION**
Individual certifies that funds have been encumbered as required by Minnesota Statutes § 16A.15.

Signed: _____

Printed Name: KEVIN A. DONNAN-MARSH

Date: MAY 16, 2014

SWIFT Contract No.: 61136 / PO #6

2. **BBDO Proximity**
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.

Signed: _____

Printed Name: NEIL WHITE

Title: PRESIDENT & CEO

Date: 15 MAY 2014

3. **MNsure, Minnesota Insurance Marketplace**
Individual certifies that funds have been encumbered as required by Minnesota Statutes § 16A.15.

Signed: _____
(with delegated authority)

Printed Name: Martin L. Cammack

Title: Acting CFO

Date: 5-16-2014