



MNsure Grant Services Contract with Tribal Nation Navigator/In-Person Assister Attachment C

State of Minnesota

1. MNsure Duties.

- 1.1 Provide training on the Minnesota Insulin Safety Net Program and payment pursuant to Clause 3 of this Attachment.
- 1.2 In consultation with the Board of Pharmacy, compile a list of navigators who have completed the training program, and who are available to assist individuals in accessing the insulin continuing safety net program.

2. Tribe Duties. The Tribe, who is not a State employee, shall:

2.1 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 program under section 340b of the federal Public Health Service Act, United States Code, title 42, Section 256b; and
- b) accessing insulin manufacturers' patient assistance programs, co-payment assistance programs, and other foundation-based programs.

2.2 Ensure that certified navigators successfully complete the required online insulin program training prior to providing services under 2.1.

2.21 Agree to provide the Tribe contact information for consumers seeking assistance with accessing the continuing insulin safety net program that will be published in a list and available through the Board of Pharmacy and other resources as stated in statute. The Tribe must have at least one certified navigator who has completed the required insulin program training available to assist consumers during normal business hours.

2.22 Ensure that remote assistance, such as assistance over the telephone or utilizing video conferencing, can be provided when necessary during normal business hours, to individuals who need assistance with the continuing insulin safety net program.

2.23 Promptly submit payment request attesting that the navigator did assist a consumer with an activity eligible for payment as defined in the Navigator Insulin Safety Net Program Payment Policy.

3. Consideration and Payment for Insulin assistance.

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

- (a) The Tribe must promptly attest via electronic form that they have assisted with an

application.

- (b) Reports. The State will pay the Tribe at least quarterly based on a report of electronically submitted attestations. The Tribe is not eligible for a payment if it received a navigator per enrollee payment for the same consumer within the past 12 months under section 3.1 of Attachment A.
- (c) Compensation. The Tribe will be paid no less than \$25 and no more than \$70 for each application. The rate will be dependent on the amount of funding available for the quarter 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 amendment shall be void immediately upon written, fax, or e-mail notice of such fact by the State to the Tribe. In the event of such termination, the Tribe 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 Tribe under this Contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative, who is identified in Clause 4 of the Contract, 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 Tribe 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 Tribe 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 and within this Clause 4.2, 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 Tribe 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 Attachment C contain all negotiations and agreements between the State and the Tribe. No other understanding regarding the Contract and 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

5.1 Amendment and Termination. This Contract may be modified or amended from time to time as addressed in Clause 4.2 of Attachment C, or terminated, and either party may terminate the Contract duties under Attachment C at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon termination, the Tribe 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 amendment if the State finds that there has been a failure to comply with the provisions of this Contract or 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 amendment 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 and this Clause will be sufficient to terminate compensation. Termination must be by written, fax, or e-mail notice to the Tribe. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Tribe 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 Tribe notice of the lack of funding within a reasonable time of the State receiving that notice.