



March 14, 2014

Dear Senators and Representatives,

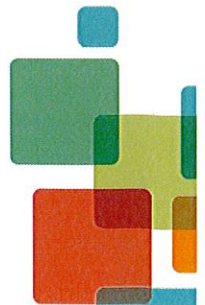
Pursuant to Minnesota Statutes section 62V.05, subdivision 7(d), attached please find copies of interagency agreements that Mnsure has executed with the Department of Human Services, Department of Commerce, and the Department of Health. Each interagency agreement specifies the duration of the agreement, the purpose of the agreement, and the terms of the agreement.

Please contact John Reich at 651-539-1330 with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott Leitz".

Scott Leitz
Interim CEO



AMENDMENT FOR INTERAGENCY AGREEMENT

AMENDMENT NO. ONE (1) TO DHS/MNsure Interagency Agreement Effective October 1, 2013

This amendment is by and between the State of Minnesota, through its Commissioner of the Department of Human Services, ("STATE") and MNsure, a Minnesota agency established under Minnesota Statutes Chapter 62V as a state health benefit exchange as described in section 1311 of the federal Patient Protection and Affordable Care Act, Public Law 111-148 ("ACA" or "Act"), and further defined through amendments to the Act and regulations issued under the Act.

WHEREAS, the Minnesota Department of Human Services ("DHS") is the designated state Medicaid agency and is responsible for administering Minnesota's Medicaid program, a/k/a Medical Assistance (hereinafter referred to as the "MA") program, including MinnesotaCare ("MCRE"); and

WHEREAS, DHS and MNsure are empowered to enter into interagency agreements pursuant to Minnesota Statutes, section 471.59 subdivision 10; and

WHEREAS, DHS and MNsure are required to establish and maintain an agreement for cost allocation and services regarding eligibility determinations and enrollment for public health care programs that use a modified adjusted gross income standard ("MAGI") to determine program eligibility.

WHEREAS, DHS is modernizing the current Eligibility Determination and Enrollment Systems for the MA program, and has received multiple approvals of Advance Planning Documents (APDs) for funding the modernization of the systems; and

WHEREAS, MNsure has been awarded multiple Health Insurance Exchange Establishment Grants by the federal Department of Health and Human Services through a Health Insurance Exchange Establishment Grant Agreement to design, develop, and implement a state-based health benefit exchange that includes enrollment, eligibility, small business health options program, plan comparison and provider information, fund aggregation and account management functions that have financial impacts across multiple agencies; and

WHEREAS, the Health Insurance Exchange Establishment Grant Agreement requires, among other items, cost allocation to the MA program, and funding for MN.IT@DHS staff, contracts and support costs for activities associated with the establishment and implementation of a state-based Health Insurance Exchange; and

WHEREAS, the Minnesota state accounting system ("SWIFT") budgetary and financial management role-based security can be utilized for multiagency access to financial management department IDs (FINDEPT IDs) for the purpose of allocating and managing approved federal grants across multiple agencies; and

WHEREAS, there will be interagency operating and financial relationships under this Agreement that can be managed through SWIFT security roles, direct charging, or through an invoicing process; and

WHEREAS, pursuant to the Health Insurance Exchange Establishment Grant Agreement, DHS and MNsure wish, as practical, to direct charge approved costs and implement an invoice and payment process across agencies, as described in this agreed-upon approach:

- a. Interagency work group plans and approves the state-wide Exchange Project budget, by funding source, and by agency SWIFT expense budget FINDEPT-ID.
- b. FINDEPT ID expense budgets are established in SWIFT only after all applicable federal Center for Consumer Information and Insurance ("CCIIO") grant awards, federal Centers for Medicare & Medicaid Services ("CMS") cost allocation, Advanced Planning Document (APD), and Minnesota Statutes; section 3.3005 approvals are obtained.
- c. Agency responsibility for establishing and maintaining the FINDEPT ID expense budgets in SWIFT corresponds to the underlying funding source. For example, MNsure is responsible for entry in SWIFT of the FINDEPT ID expense budgets that are funded by the federal CCIIO grants.
- d. As an alternative to an interagency invoicing process, the interagency work group authorizes SWIFT security access to be granted to a limited number of employees at each agency so those employees may directly process SWIFT accounting transactions, inquiries and reports against these FINDEPT IDs.

REVISION 1. Paragraph 16. "TERM OF AGREEMENT" paragraph 16.2 is amended as follows:

16.0 TERM OF AGREEMENT.

- 16.1 **Effective date:** this Agreement shall be effective on October 1, 2013, or upon the date that the final required signature is obtained pursuant to Minnesota Statutes, section 16C.05, subd. 2, whichever occurs later.
- 16.2 **Expiration date:** the expiration date of this Contract shall be ~~November 30, 2013~~ January 31, 2014, or until all obligations set forth in this agreement have been satisfactorily fulfilled, whichever occurs first.

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IN WITNESS WHEREOF, the parties have caused interagency agreement to be duly executed intending to be bound thereby.

1. MNsure

By: Barbara Juehl
(with delegated authority)

Title: MNsure CFO

Date: 11-27-13

2. Minnesota Department of Human Services

By: [Signature]
(with delegated authority)

Title: Deputy Commissioner

Date: Nov. 27, 2013

AMENDMENT FOR INTERAGENCY AGREEMENT

AMENDMENT NO. TWO (2) TO THE DHS/MNsure Interagency Agreement Dated October 1, 2013

This amendment is by and between the State of Minnesota, through its Commissioner of the Department of Human Services, ("STATE") and MNsure, a Minnesota agency established under Minnesota Statutes Chapter 62V as a state health benefit exchange as described in section 1311 of the federal Patient Protection and Affordable Care Act, Public Law 111-148 ("ACA" or "Act"), and further defined through amendments to the Act and regulations issued under the Act.

WHEREAS, the Minnesota Department of Human Services ("DHS") is the designated state Medicaid agency and is responsible for administering Minnesota's Medicaid program, a/k/a Medical Assistance (hereinafter referred to as the "MA") program, including MinnesotaCare ("MCRE"); and

WHEREAS, DHS and MNsure are empowered to enter into interagency agreements pursuant to Minnesota Statutes, section 471.59 subdivision 10; and

WHEREAS, DHS and MNsure are required to establish and maintain an agreement for cost allocation and services regarding eligibility determinations and enrollment for public health care programs that use a modified adjusted gross income standard ("MAGI") to determine program eligibility.

WHEREAS, DHS is modernizing the current Eligibility Determination and Enrollment Systems for the MA program, and has received multiple approvals of Advance Planning Documents (APDs) for funding the modernization of the systems; and

WHEREAS, MNsure has been awarded multiple Health Insurance Exchange Establishment Grants by the federal Department of Health and Human Services through a Health Insurance Exchange Establishment Grant Agreement to design, develop, and implement a state-based health benefit exchange that includes enrollment, eligibility, small business health options program, plan comparison and provider information, fund aggregation and account management functions that have financial impacts across multiple agencies; and

WHEREAS, the Health Insurance Exchange Establishment Grant Agreement requires, among other items, cost allocation to the MA program, and funding for MN.IT@DHS staff, contracts and support costs for activities associated with the establishment and implementation of a state-based Health Insurance Exchange; and

WHEREAS, the Minnesota state accounting system ("SWIFT") budgetary and financial management role-based security can be utilized for multiagency access to financial management department IDs (FINDEPT IDs) for the purpose of allocating and managing approved federal grants across multiple agencies; and

WHEREAS, there will be interagency operating and financial relationships under this Agreement that can be managed through SWIFT security roles, direct charging, or through an invoicing process; and

WHEREAS, pursuant to the Health Insurance Exchange Establishment Grant Agreement, DHS and MNSure wish, as practical, to direct charge approved costs and implement an invoice and payment process across agencies, as described in this agreed-upon approach:

- a. Interagency work group plans and approves the state-wide Exchange Project budget, by funding source, and by agency SWIFT expense budget FINDEPT ID.
- b. FINDEPT ID expense budgets are established in SWIFT only after all applicable federal Center for Consumer Information and Insurance (“CCIIO”) grant awards, federal Centers for Medicare & Medicaid Services (“CMS”) cost allocation, Advanced Planning Document (APD), and Minnesota Statutes, section 3.3005 approvals are obtained.
- c. Agency responsibility for establishing and maintaining the FINDEPT ID expense budgets in SWIFT corresponds to the underlying funding source. For example, MNSure is responsible for entry in SWIFT of the FINDEPT ID expense budgets that are funded by the federal CCIIO grants.
- d. As an alternative to an interagency invoicing process, the interagency work group authorizes SWIFT security access to be granted to a limited number of employees at each agency so those employees may directly process SWIFT accounting transactions, inquiries and reports against these FINDEPT IDs.

REVISION 1. Paragraph 15. “**APPEALS**” paragraph 15.2 is amended as follows:

15.0 APPEALS

- 15.1 MNSure and DHS shall perform all services in accordance with the interagency agreement between MNSure and DHS dated May 23, 2013, as amended.
- 15.2 Consideration and payment for services shall be made in accordance with ~~section IV of the May 23, 2013 agreement~~ Attachment C, as amended.

REVISION 2. Paragraph 16. “**TERM OF AGREEMENT**” paragraph 16.2 is amended as follows:

16.0 TERM OF AGREEMENT.

- 16.1 **Effective date:** this Agreement shall be effective on October 1, 2013, or upon the date that the final required signature is obtained pursuant to Minnesota Statutes, section 16C.05, subd. 2, whichever occurs later.
- 16.2 **Expiration date:** the expiration date of this Contract shall be ~~November 30, 2013~~ December 31, 2014, or until all obligations set forth in this agreement have been satisfactorily fulfilled, whichever occurs first.

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IN WITNESS WHEREOF, the parties have caused interagency agreement to be duly executed intending to be bound thereby.

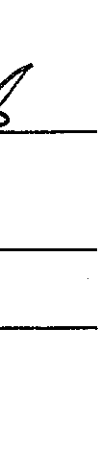
1. MNsure

By: 
(with delegated authority)

Title: CEO

Date: 1-31-14

2. Minnesota Department of Human Services

By: 
(with delegated authority)

Title: Deputy Commissioner

Date: 2/1/14

AMENDMENT FOR INTERAGENCY AGREEMENT

AMENDMENT NO. THREE (3) TO DHS/MNsure Interagency Agreement Effective September 30, 2013

This amendment is by and between the State of Minnesota, through its Commissioner of the Department of Human Services, ("STATE") and MNsure, a Minnesota agency established under Minnesota Statutes Chapter 62V as a state health benefit exchange as described in section 1311 of the federal Patient Protection and Affordable Care Act, Public Law 111-148 ("ACA" or "Act"), and further defined through amendments to the Act and regulations issued under the Act.

WHEREAS, the Minnesota Department of Human Services ("DHS") is the designated state Medicaid agency and is responsible for administering Minnesota's Medicaid program, a/k/a Medical Assistance (hereinafter referred to as the "MA") program, including MinnesotaCare ("MCRE"); and

WHEREAS, DHS and MNsure are empowered to enter into interagency agreements pursuant to Minnesota Statutes, section 471.59 subdivision 10; and

WHEREAS, DHS and MNsure are required to establish and maintain an agreement for cost allocation and services regarding eligibility determinations and enrollment for public health care programs that use a modified adjusted gross income standard ("MAGI") to determine program eligibility.

WHEREAS, DHS is modernizing the current Eligibility Determination and Enrollment Systems for the MA program, and has received multiple approvals of Advance Planning Documents (APDs) for funding the modernization of the systems; and

WHEREAS, MNsure has been awarded multiple Health Insurance Exchange Establishment Grants by the federal Department of Health and Human Services through a Health Insurance Exchange Establishment Grant Agreement to design, develop, and implement a state-based health benefit exchange that includes enrollment, eligibility, small business health options program, plan comparison and provider information, fund aggregation and account management functions that have financial impacts across multiple agencies; and

WHEREAS, the Health Insurance Exchange Establishment Grant Agreement requires, among other items, cost allocation to the MA program, and funding for MN.IT@DHS staff, contracts and support costs for activities associated with the establishment and implementation of a state-based Health Insurance Exchange; and

WHEREAS, the Minnesota state accounting system ("SWIFT") budgetary and financial management role-based security can be utilized for multiagency access to financial management department IDs (FINDEPT IDs) for the purpose of allocating and managing approved federal grants across multiple agencies; and

WHEREAS, there will be interagency operating and financial relationships under this Agreement that can be managed through SWIFT security roles, direct charging, or through an invoicing process; and

WHEREAS, pursuant to the Health Insurance Exchange Establishment Grant Agreement, DHS and MNSure wish, as practical, to direct charge approved costs and implement an invoice and payment process across agencies, as described in this agreed-upon approach:

- a. Interagency work group plans and approves the state-wide Exchange Project budget, by funding source, and by agency SWIFT expense budget FINDEPT ID.
- b. FINDEPT ID expense budgets are established in SWIFT only after all applicable federal Center for Consumer Information and Insurance (“CCIIO”) grant awards, federal Centers for Medicare & Medicaid Services (“CMS”) cost allocation, Advanced Planning Document (APD), and Minnesota Statutes, section 3.3005 approvals are obtained.
- c. Agency responsibility for establishing and maintaining the FINDEPT ID expense budgets in SWIFT corresponds to the underlying funding source. For example, MNSure is responsible for entry in SWIFT of the FINDEPT ID expense budgets that are funded by the federal CCIIO grants.
- d. As an alternative to an interagency invoicing process, the interagency work group authorizes SWIFT security access to be granted to a limited number of employees at each agency so those employees may directly process SWIFT accounting transactions, inquiries and reports against these FINDEPT IDs; and

WHEREAS, DHS and MNSure are willing to amend the Agreement as stated below; and

WHEREAS, in the revisions listed below, all text of the Agreement that is marked with strikethrough (i.e. “~~strikethrough~~”) is deleted from the Agreement and all text that is marked with underline (i.e. “underline”) is added to the Agreement.

REVISION 1. Attachment A is deleted in its entirety and removed from this Agreement.

REVISION 2. Attachment C “**Payment Items**” is amended as follows:

ATTACHMENT C - Payment Items

As of ~~October 1, 2013~~January 31,
2014

Section	DHS Activities	Determination of Cost	Invoice and Funding
4	MN.IT @DHS	Direct and indirect costs will be determined based on the PACAP/COCAS system and underlying Time Tracker data.	DHS will invoice MNSure quarterly. MNSure will fund their payment to DHS from MNSure FINDEPT IDs. FY 14 – Establishment Grant 4 -

			<p>\$544,843,300,000 Establishment Grant 5 - \$503,657</p>
5	Issuance Operations Center (IOC)	<p>Direct and indirect costs will be based on the IOC's current standardized service rates and MNSure's actual utilization of the IOC's services.</p>	<p>DHS will invoice MNSure monthly. MNSure will fund their payment to DHS from MNSure FINDEPT IDss and DHS FINDEPT IDs (via direct charge) based on an allocation process to be determined.</p> <p>FY 14 – Establishment Grant #4 - \$500,000100,000 Establishment Grant #5- \$290,000100,000</p>
6	Receipts Center/ <u>Walk In Center</u>	<p>Direct and indirect costs will be based on the Receipt Center's current standardized service rates and MNSure's actual utilization of the Receipt Center's services.</p> <p><u>Direct and Indirect costs of the Walk In Center will be based on PACAP/COCAS system and underlying data on payments processed.</u></p>	<p>DHS will invoice MNSure monthly. MNSure will fund their payment to DHS from MNSure FINDEPT IDs and DHS FINDEPT IDs (via direct charge) based on an allocation process to be determined.</p> <p>FY 14 – Establishment Grant # - \$200,00030,000 Establishment Grant # - \$100,000</p>
	<u>Appeals Division/Compliance Activities/Background studies</u>	<p><u>Appeals</u> - Direct and indirect costs will be determined based on the PACAP/COCAS system and underlying case counte data.</p> <p><u>Compliance Activities – Direct and indirect costs will be determined based on PACAP/COCAS system and underlying audit metrics</u></p> <p><u>Background studies- based on actual costs of background studies done on behalf of MNSure.</u></p>	<p>The Appeals costs listed here for information purposes only. All costs are maintained in Section IV of the May 23, 2013 agreement. DHS will invoice MNSure quarterly. MNSure will fund their payment to DHS from MNSure FINDEPT IDs.</p> <p>FY 14 – Establishment Grant # - \$660,000100,000 Establishment Grant # - \$1,252,064700,000</p>
7	MCRE Operations	<p>Direct and indirect costs will be determined based on the PACAP/COCAS system and underlying case recipient data.</p>	<p>DHS will invoice MNSure quarterly. MNSure will fund their payment to DHS from MNSure FINDEPT IDs.</p> <p>FY 14 – Establishment Grant # - \$1,000,000 Establishment Grant # - \$1,925,000</p>

8	IPA Navigator Trainers	Actual payroll costs of the three staff assigned exclusively to this activity.	DHS will direct charge MNsure FINDEPT IDs bi-weekly for the actual payroll costs. (i.e. no invoice) FY 14 – Establishment Grant #3 - \$250,000
3	MN.IT @MNsure	Actual payroll costs of MN.IT@MNsure staff allocated at the approved rates in the cost allocation plan and APD documents and allocation of administrative costs associated with MNsure positions..	Direct charge of payroll costs and quarterly adjustments for administrative costs such as supplies, rent, etc.

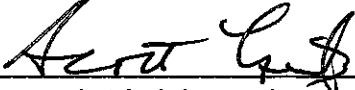
PACAP = Public Assistance Cost Allocation Plan

COCAS = Central Office Cost Allocation System

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IN WITNESS WHEREOF, the parties have caused interagency agreement to be duly executed intending to be bound thereby.

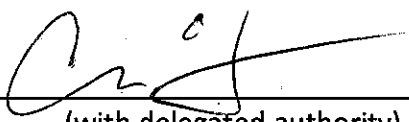
1. MNsure

By: 
(with delegated authority)
CEO

Title: _____

Date: 2-5-14

2. Minnesota Department of Human Services

By: 
(with delegated authority)

Title: Deputy Commissioner

Date: 2/5/14

DHS/MNsure Interagency Agreement

WHEREAS, the MNsure is a Minnesota state agency established under Minnesota Statutes, Chapter 62V as a state health benefit exchange as described in section 1311 of the federal Patient Protection and Affordable Care Act, Public Law 111-148 ("ACA"), and further defined through amendments to the act and regulations issued under the act.

WHEREAS, the Minnesota Department of Human Services ("DHS") is the designated state Medicaid agency and is responsible for administering the State's Medicaid program, a/k/a Medical Assistance (hereinafter referred to as the "MA") program, including MinnesotaCare ("MCRE"); and

WHEREAS, DHS and MNsure are empowered to enter into interagency agreements pursuant to Minnesota Statutes, section 471.59 subdivision 10; and

WHEREAS, DHS and MNsure are required to establish and maintain an agreement for cost allocation and services regarding eligibility determinations and enrollment for public health care programs that use a modified adjusted gross income standard ("MAGI") to determine program eligibility.

WHEREAS, DHS is modernizing the current Eligibility Determination and Enrollment Systems for the MA program, and has received multiple approvals of Advance Planning Documents (APDs) for funding the modernization of the systems; and

WHEREAS, MNsure has been awarded multiple Health Insurance Exchange Establishment Grants by the federal Department of Health and Human Services through a Health Insurance Exchange Establishment Grant Agreement to design, develop, and implement a state-based health benefit exchange that includes enrollment, eligibility, small business health options program, plan comparison and provider information, fund aggregation and account management functions that have financial impacts across multiple agencies; and

WHEREAS, the Health Insurance Exchange Establishment Grant Agreement requires, among other items, cost allocation to the MA program, and funding for MN.IT@DHS staff, contracts and support costs for activities associated with the establishment and implementation of a state based Health Insurance Exchange; and

WHEREAS, the Minnesota state accounting system ("SWIFT") budgetary and financial management role-based security can be utilized for multiagency access to financial management department IDs (FINDEPT IDs) for the purpose of allocating and managing approved federal grants across multiple agencies; and

WHEREAS, there will be interagency operating and financial relationships under this Agreement that can be managed through SWIFT security roles and direct charging or through an invoicing process and it may be necessary to change methodologies over time; and

WHEREAS, it is the desire of agencies impacted by the federal Establishment grants to allow each agency, as practical, to direct charge approved costs and not implement an invoice and payment process across agencies, as described in this agreed-upon approach:

- a. Interagency work group plans and approves the state-wide Exchange Project budget, by funding source, and by agency SWIFT expense budget FINDEPT ID.

- b. FINDEPT ID expense budgets are established in SWIFT only after all applicable federal Center for Consumer Information and Insurance ("CCIIO") grant awards, federal Centers for Medicare & Medicaid Services ("CMS") cost allocation and Advanced Planning Document (APD) approvals, and Minnesota Statute 3.3005 approvals are obtained.
- c. Agency responsibility for establishing and maintaining the FINDEPT ID expense budgets in SWIFT corresponds to the underlying funding source. For example, MNsure is responsible for entry in SWIFT of the FINDEPT ID expense budgets that are funded by the federal CCIIO grants.
- d. As an alternative to an interagency invoicing process, the interagency work group authorizes SWIFT security access to be granted to a limited number of employees at each agency so those employees may directly process SWIFT accounting transactions, inquiries and reports against these FINDEPT IDs.

NOW, THEREFORE, it is agreed:

1.0 DEFINITIONS. The following definitions apply to this Agreement:

- 1.1 FINDEPT IDs (SWIFT Financial Department IDs).** The 8-character codes that identify the specific budget from which payments are made.
- 1.2 Indirect Costs.** All general support costs that cannot be directly charged to any agency program.
- 1.3 Procurements.** Any purchasing activities including, but not limited to: Requests for Proposals (RFPs), Contracts (both Professional/Technical and grant contracts), Master Professional/Technical Service Contracts, Statements of Work (SOWs), Work Orders (WOs), the purchase of Goods and Services, Purchase Orders, Purchase Agreements, and Engagement Requests.
- 1.4 SWIFT.** The Statewide Integrated Financial Tools system.
- 1.5 Advance Planning Documents (APDs).** Federally-required submissions to federal agencies, including Centers for Medicare & Medicaid Services (CMS) for approval of enhanced federal Medicaid match.
- 1.6 Travel Costs.** Reimbursement for travel and subsistence expenses actually and necessarily incurred must be in no greater amount than provided in the current Bargaining Units or in the "Commissioner's Plan" published by the Minnesota Management and Budget Department ("MMB"), whichever is appropriate.
- 1.7 Direct Charging Methodology.** Financial management process to allow for MNsure and DHS to utilize SWIFT security roles to allow cross-agency access to SWIFT FINDEPT ID for the purpose of assigning cost shares to each agency at the time of procurement and payment. Costs will be allocated based on cost allocation methodology approved in MNsure grants and DHS APDs and as outlined in Attachment B. This methodology may be used in lieu of an invoicing process.
- 1.8 Consumer Assistance Partners.** These include In Person Assisters, Navigators, and Certified Application Counselors.
- 1.9 Navigators/In Person Assisters.** Persons who help individuals and families achieve successful enrollments into health plans through the MNsure marketplace. Navigators/In Person Assisters will be listed on the MNsure website and are obligated to help any consumer that contacts them for assistance. Navigators/In Person Assisters are not insurance agents or brokers. Navigators/In Person Assisters must be certified by MNsure and are only compensated for successful enrollments.
- 1.10 Certified Application Counselors ("CAC").** Persons trained and certified to help people

with MNsure questions. They do this as part of their jobs at organizations such as hospitals, clinics, associations and other groups. CACs are not insurance agents or brokers, are not listed on the MNsure website, and are not obligated to help any consumer with MNsure questions. CACs are not compensated by MNsure.

- 1.11 Qualified Health Plan (QHP).** A health plan that meets the definition in section 1301 (a) of the Affordable Care Act, Public Law 111-48 and have been certified by the MNsure Board of Directors in accordance with Minnesota Statutes 62V.05, subd. 5, to be offered through MNsure.
- 1.12 Subsidized QHP.** Occurs when a consumer is eligible to purchase a Qualified Health Plan and receive an Advanced Payment of Premium Credit (APTC) and/ or Cost Sharing Reduction (CSR).
- 1.13 Unsubsidized QHP.** Occurs when a consumer is eligible to purchase a Qualified Health Plan, but is either ineligible or has elected not to apply for both an Advance Payment of Premiums Tax Credit and Cost Sharing Reduction.
- 1.14 Advanced Payment of Premium Tax Credit (APTC).** An advance payment of a premium tax credit paid directly to a QHP issuer that can used at the consumer's discretion to lower monthly QHP premium payments.

2.0 AGENCY COLLABORATION

2.1 Joint Duties. MNsure and DHS shall create an interagency workgroup on joint issues, including, but not limited to, the following:

- 2.1.1 Eligibility, enrollment and account management issues that are common to the development of an Exchange and the modernization of the current Eligibility Determination and Enrollment Systems at DHS including creation and usage of a single, streamlined application for individual eligibility;
- 2.1.2 Recommendations on roles and responsibilities between the Exchange and DHS related to operationalizing eligibility determinations, verifications data updates, eligibility re-determinations, notices, appeals and enrollment through a set of single, streamlined processes for individuals utilizing the Exchange;
- 2.1.3 Program integration strategies including creation of common work plans, timelines and mitigation of issues; and
- 2.1.4 Other strategies to ensure compliance with federal regulations and timelines.
- 2.1.5 The workgroup shall report its findings and recommendations to designated leadership in DHS and MNsure or other governance structures that may be determined in the future on an as-needed basis.
- 2.1.6 MNsure and DHS shall collaborate on the timing of submission of documents for approval by CCIIO and CMS, so as, to the extent possible, achieve simultaneous reviews of documents by CCIIO and CMS.

2.2 MNsure and DHS shall:

- 2.2.1 Review the monthly reports regarding transfer of funds within and among all accounts to ensure accuracy.
- 2.2.2 Use the Chief Financial Officers or their designees as the first level hearing to resolve any disputes regarding such accounts within SWIFT.
- 2.2.3 Escalate any disputes that cannot be resolved at the first level to the Executive Director of MNsure and the Commissioner of DHS.
- 2.2.4 Recommend roles and responsibilities between MNsure and DHS related to the financial management and budget operations of the federal Establishment Grants,

and Medicaid funding.

- 2.2.5 Recommend SWIFT security roles to be utilized as part of the multi-agency financial management and budget operations of the federal Establishment Grants.
- 2.2.6 Recommend mid-year and end-of-year reallocation of federal Establishment grants.
- 2.2.7 Review business process issues with the SWIFT security roles implemented and make recommendation for adjustments.

3.0 DIRECT CHARGING DUTIES

3.1 Joint Duties:

- 3.1.1 MNSure and DHS shall mutually agree upon appropriate utilization of the direct charge methodology. Direct charge methodology may be used for direct charging of staff, IT infrastructure hardware, software and licensing purchases, IT service contracts and other general administrative support purchases. All direct charges must be approved by both agencies as outlined below and allocated based on Attachment B, which is hereby incorporated by reference. The following duties identified in sections 3.2 and 3.3 below shall be implemented when the direct charge method is utilized.

3.2 Duties to be performed by MNSure:

- 3.2.1 Create separate SWIFT FINDEPT ID and budgets under each federal Health Insurance Establishment Grant Agreement, which is hereby attached and incorporated into this agreement. FINDEPT IDs shall be created to meet the needs of both MNSure and DHS. FINDEPT IDs will be part of the MNSure account structure.
- 3.2.2 Provide designated DHS staff with, and maintain a record identifying, all personnel that have SWIFT security access to appropriate MNSure FINDEPT ID's as outlined in Attachment A for the purpose of Medicaid cost allocation. The record must identify each person by full name, division, department, security ID, password, and designated SWIFT security role
- 3.2.3 Ensure cash draws and quarterly federal financial reports are processed in a manner that meets the needs of both MNSure and DHS.
- 3.2.4 Coordinate with MN.IT@DHS staff, as appropriate, to review and approve IT purchases and allocate eligible Health Insurance Exchange development costs to the MA program in accordance with OMB-A-87 requirements and standards, and approved establishment grants, APDs and cost allocation plans. Approval from both agencies is required prior to purchase. Prior approval is needed from both Scott Peterson, and Barb Geiger, or their respective successors, for IT purchases.
- 3.2.5 Obtain any and all necessary approvals required by CCIO.
- 3.2.6 Receive written approval from DHS prior to entering into any contract which is required to be cost allocated to the MA program and/or require approval by the Centers for Medicare & Medicaid Services (CMS). Written approval may be provided via email from the Chief Financial Officer of DHS, the Deputy Assistant Commissioner of Health Care Administration, or the DHS Authorized Representative under this Agreement.
- 3.2.7 Initiate the creation of and maintain on an ongoing basis, a workgroup consistent with Section 2.2 to review SWIFT security roles for the project, review grant allocations including mid-year and end-of-year reallocations, and other financial management processes needed to administer the financing of the MNSure.
- 3.2.8 Establish and adjust MNSure budgets through the MNSure staff that is authorized

and has the ability through role-based security in SWIFT the SWIFT.FINDEPT ID, Hanh Tran or her successor and report this activity monthly.

- 3.2.9 Monitor activity monthly by Barb Juelich or her successor, and by any work groups pursuant to Section 2.2. Changes in authorized staff including additional staff or staffing replacements shall be communicated to DHS's authorized representative.
- 3.2.10 Ensure that only indirect costs related to staff are included in the cost allocation to Medicaid.

3.3 Duties to be performed by DHS:

- 3.3.1 Obtain any and all necessary Medicaid-related approvals required by CMS.
- 3.3.2 Participate in any workgroup created under Section 2.2.
- 3.3.3 Provide designated MNSure staff with, and maintain a record identifying, all personnel that have SWIFT security access to appropriate DHS FINDEPT ID's as outlined in Attachment A for the purpose of Medicaid cost allocation. The record must identify each person by full name, division, department, security ID, password, and designated SWIFT security role.
- 3.3.4 Obtain approval of procurements from the MNSure with the exception of general supplies, computers and technology equipment for approved staff, and other general administrative support costs such as rent, communications, and network access.
- 3.3.5 Assign approved staff to appropriate FINDEPT IDs for funding.
- 3.3.6 Obtain approval from MNSure for assigning staff costs to FINDEPT IDs when the position was not included in the grant.
- 3.3.7 The DHS staff who are authorized and have the ability through role-based security in SWIFT to establish and adjust DHS budgets in the SWIFT FINDEPT ID are Randy Smunk and Kathy Lee or their successors. This activity will be reported monthly and monitored by Randy Smunk and Kathy Lee or their successors, and by any relevant work group created pursuant to Section 2.2.

4.0 INFORMATION TECHNOLOGY PERSONNEL COST ALLOCATIONS

4.1 Duties to be performed by MNSure:

- 4.1.1 MNSure shall identify MN.IT@MNSure staff and coordinate with DHS and MN.IT Central to cost allocate personnel costs between DHS and MNSure according to approved grant applications and APDs outlining cost allocation for MNSure IT staff.
- 4.1.2 MNSure shall coordinate with MN.IT Central to cost allocate any MN.IT central staff directly assigned to the MNSure project for identity management functions, to cost allocate personnel costs between DHS and MNSure according to approved grant applications and APDs outlining cost allocation for MNSure IT staff.
- 4.1.3 MNSure shall coordinate with DHS to implement a time study for MN.IT@DHS IT staff to account for IT personnel costs associated with MNSure. Personnel costs shall be allocated between MNSure and DHS based on approved grant applications and APDs outlining cost allocation for MNSure IT staff.
- 4.1.4 MNSure grants shall include an estimated total costs for IT staff through calendar year 2014 based on MNSure and DHS estimates. MNSure shall monitor IT personnel costs against approved grant amounts.
- 4.1.5 MNSure shall coordinate with DHS to account for any cost overruns for IT personnel costs within the grant.

- 4.1.6 MNSure will establish a blanket encumbrance based on estimated costs included in Establishment Grants. Encumbrances will be updated as needed.
- 4.1.7 MNSure shall not agree to the cost allocation of any MN.IT costs, which are not consistent with federal requirements or any costs that have not received necessary federal approvals.
- 4.2 Duties to be performed by DHS:
 - 4.2.1 DHS shall allow for direct charging of the Medicaid share of IT Personnel costs based on approved grant applications and approved APDs outlining cost allocation for MN.IT@MNSure and MN.IT Central Identify Management IT staff.
 - 4.2.2 DHS shall create a time study for MN.IT@DHS staff to track time associated with MNSure development and implementation. The time study shall separately identify the MNSure development and implementation work associated with Medicaid and Modernization project time from work done for the MNSure infrastructure or non-Medicaid portions of MNSure. Cost associated with time for MNSure infrastructure development and implementation shall be cost allocated according to approved grant applications and APDs.
 - 4.2.3 DHS shall invoice based on time study results and approved cost allocation plan for the MNSure share of MN.IT@DHS personnel costs.
 - 4.2.4 DHS APDs shall include overall estimated costs for IT staff through calendar year 2014 based on MNSure and DHS estimates.
 - 4.2.5 DHS shall coordinate with MNSure to account for any cost overruns for IT personnel within the APD.
- 5.0 Issuance Operations Center (IOC):
 - 5.1 Duties to be performed by MNSure:
 - 5.1.1 Draft and maintain notice templates related to eligibility and enrollment in a Subsidized QHP (with APTC and/or CSR) or Unsubsidized QHP (without APTC and CSR), Small Employer Health Options Program (SHOP) and Exemption from Mandate so that such notices are correctly transmitted to the IOC, printed and mailed.
 - 5.1.2 Work with MN.IT and vendors to establish and update relevant software within the COTS products and integration layer that will trigger a notice being sent out.
 - 5.1.3 MNSure will establish a blanket encumbrance based on estimated costs included in Establishment Grants. Encumbrances will be updated as needed.
 - 5.2 Duties to be performed by DHS:
 - 5.2.1 Draft and maintain notice templates related to enrollment in or eligibility for Medical Assistance (MA) and MinnesotaCare (MCRE) so that such notices are correctly transmitted to the IOC, printed and mailed.
 - 5.2.2 Work with MN.IT and vendors to establish and update relevant software within the COTS products and integration layer.
 - 5.3 Joint Duties:
 - 5.3.1 MNSure and DHS shall collaborate to: establish roles and responsibilities for notices as appropriate and to allow access to the system areas as appropriate to make adjustments for notices; to establish a payment rate and invoicing system; to ensure reconciliation of IOC invoices related to notices; and to ensure that notice costs are allocated correctly.
- 6.0 RECEIPT CENTER
 - 6.1 Duties to be performed by MNSure:

- 6.1.1 Establish processes for billing and collecting of premiums including electronic, check and cash payments. Consult with DHS regarding collection of MCRE premiums, as appropriate.
- 6.1.2 Establish electronic payment processing with the state's banking partner to collect payment by credit card, debit card, e-check or electronic fund transfers;
- 6.1.3 Establish a relationship with the DHS Receipt Center to process payments mailed in with check or money order.
- 6.1.4 Establish a process with the DHS Customer Service Center to accept walk-in check or cash payments.
- 6.1.5 Invoice DHS for transactional costs associated with MCRE, as necessary.
- 6.1.6 MNSure will establish a blanket encumbrance based on estimated costs included in Establishment Grants. Encumbrances will be updated as needed.

6.2 Duties to be performed by DHS:

- 6.2.1 Process payments that are mailed in with check or money order for MNSure invoices.
- 6.2.2 Process walk-in payments for MNSure.
- 6.2.3 Process payment adjustments as appropriate for the MCRE program. Adjustments may include non-sufficient fund adjustments, refunds and corrections.
- 6.2.4 Invoice MNSure based on approved transactional rates; segregating costs between MCRE transactions and non-MCRE transactions.

6.3 Joint Duties:

- 6.3.1 MNSure and DHS shall collaborate to establish roles and responsibilities for MCRE premium adjustments, reconciliation and other premium management related issues as appropriate.
- 6.3.2 MNSure and DHS shall collaborate to allow security role access to the MNSure Financial Modules as appropriate to make adjustments for MCRE payments.
- 6.3.3 MNSure and DHS shall collaborate to ensure reconciliation of MCRE funds received and applied to correct accounts.

7.0 MinnesotaCare Operations (MCRE Ops)

7.1 Duties Related to application administration of Subsidized QHP and Unsubsidized QHP

7.1.1 Duties to be performed by MNSure:

- 7.1.1.1 Provide financial resources for DHS to administer applications for designated programs. The financial resources shall be an amount that is based on a cost allocation that is consistent on federal requirements. The cost allocation methodology shall be mutually agreed upon by January 31, 2014, and may be updated at any time by mutual agreement.
- 7.1.1.2 Regularly inform DHS about any program developments, knowledge of which may be necessary for their application and administration of these programs.
- 7.1.1.3 Establish a blanket encumbrance based on estimated costs included in Establishment Grants. Encumbrances will be updated, as needed.
- 7.1.1.4 MNSure shall review and approve any policies or procedures. MNSure shall provide DHS specific explanation for not approving a procedure. A procedure shall be considered approved, if MNSure has not objected to a procedure within seven business days of receiving the procedure.

7.1.2 Duties to be performed by DHS:

- 7.1.2.1 Receive and enter paper applications into the system, review online applications, ensure an eligibility determination is made for both paper and

online applications, and provide customer service regarding eligibility determinations.

- 7.1.2.2 Regularly update MNSure on status of, and information regarding applications and administration necessary for MNSure oversight of program.

7.2 Duties Related to walk-ins for Subsidized QHP and Unsubsidized QHP.

7.2.1 Duties to be performed by MNSure:

- 7.2.1.1 Provide financial resources for DHS to administer walk-in function, based on a formula to be mutually agreed to by DHS and MNSure no later than January 31, 2014

7.2.2 Duties to be performed by DHS:

- 7.2.2.1. Provide in person assistance to Subsidized QHP, Unsubsidized QHP, and SHOP applicants and enrollees who need to or wish to speak to a Minnesota Health Insurance Program Representative.
- 7.2.2.2 If applicable, collect first month's premium for enrollees who choose to make it in office.

8.0 CONSUMER ASSISTANCE PARTNERS (NAVIGATORS, IN PERSON ASSISTERS, CERTIFIED APPLICATION COUNSELORS)

8.1 Duties to be performed by MNSure:

8.1.1 MNSure shall coordinate with DHS on the Consumer Assistance Partner Program by:

- 8.1.1.1 Managing joint professional/technical contracts and data sharing agreements with all formal, external partners of the Consumer Assistance Partner program, including: Navigators; In Person Assisters; and Certified Application Counselors.

- 8.1.1.2 Paying Navigators/In Person Assisters \$70.00 (seventy dollars) per individual, effectuated enrollment in a QHP from a blanket encumbrance up to an amount determined by MNSure.

- 8.1.1.3 Providing funding for three staff level positions at DHS to support daily operations of the Consumer Assistance Partner program. These will be directly charged to MNSure FINDEPT ID.

- 8.1.1.4 Providing \$160,000 to DHS for navigator/in person assister payments at \$25.00 per individual enrollment in MA.

- 8.1.1.5 Providing cost allocated funding for the Assister Resource Center Supervisor. The cost allocation methodology shall be mutually agreed upon by January 31, 2014 and may be updated at any time by mutual agreement.

- 8.1.1.6 MNSure shall coordinate with DHS in making any determinations regarding Consumer Assister Program certifications that involve a background study. No subject of a background study shall be certified by MNSure without the affirmative assent of both agencies provided that asset is not unreasonably withheld.

8.2 Duties to be performed by DHS

8.2.1 DHS shall coordinate with MNSure on the Consumer Assistance Partner Program by:

- 8.2.1.1 Paying Navigators/In Person Assisters \$70.00 (seventy dollars) per individual enrollment in MinnesotaCare from a blanket encumbrance up to an amount determined by DHS.

- 8.2.1.2 Paying Navigators/In Person Assistors \$25.00 (twenty five dollars) per individual enrollment in Medical Assistance from a blanket encumbrance up to an amount determined by DHS.
- 8.2.1.3 Providing operational management of the Assister Resource Center in coordination with MNSure executive leadership by:
 - 8.2.1.3.1 Providing day-to-day operational management of the Assister Resource Center.
 - 8.2.1.3.2 Providing cost allocated funding for the Assister Resource Center Supervisor. The cost allocation methodology shall be mutually agreed upon by January 31, 2014 and may be updated at any time.
 - 8.2.1.3.3 Providing designated MNSure staff with sufficient access to the following email accounts to allow for the performance of their job duties: mnsureca@state.mn.us; and navigators@mnsure.org.
- 8.2.1.4 Duties to be performed by the DHS Assister Resource Center (ARC)
 - 8.2.1.4.1 DHS ARC shall assist MNSure Consumer Assistance Partners by:
 - A. Providing case status, eligibility determination, processing entity, medical ID, etc. in order to help facilitate their follow-up and assistance to the applicant or enrollee.
 - B. Providing policy clarification.
 - C. Responding to requests for other information, materials, resources, etc.
 - D. Facilitating communication of critical information to assisters.
 - E. Reporting outcomes as well as produce internal dashboards and other reports.
 - F. Tracking and managing compensation to Navigators/In Person Assistors for those assisted and enrolled in coverage.
 - G. Coordinating training activities.
 - H. Maintaining assister policies, procedures and resource manual.
 - I. Providing technical assistance to the extent possible.
- 8.2.1.5 Duties to be performed by the DHS Background Studies Division
 - 8.2.1.5.1 DHS Background Studies Division shall:
 - A. Provide designated MNSure staff with sufficient user access to the DHS NETStudy application to allow for the performance of their job duties.
 - B. Provide staff resources to input and process all Consumer Assistance Partner background study requests in a timely manner.
 - C. Conduct a review of criminal records maintained by the Minnesota Bureau of Criminal Apprehension, and compare any discovered convictions against the potentially disqualifying criminal offenses specified under Minnesota Statutes, section 245C.15.
 - D. Notify MNSure through NETStudy of the results of each background study.

- E. When the result of the background study is a potential disqualification, send the potentially disqualified background study subject a notice explaining the information reviewed, the conclusion reached, the process for challenging the correctness of the information, the process for requesting an individualized review of the individual's fitness and rehabilitation, and the date by which a request for review must be received.
- F. Provide MNsure a copy of the notice described in item E.
- G. With respect to the Consumer Assistance Partner programs, provide technical assistance to MNsure in any review or appeal requested by a background study subject.

8.3 Joint Duties

- 8.3.1 MNsure and DHS shall collaborate on the development of consent forms for use in the background studies for Consumer Assistance Partners, assuring that the consent forms meet the requirements of Minnesota Statutes, section 245C.32. deemed qualified without the affirmative approval of both MNsure and DHS.
- 8.3.2 MNsure and DHS shall collaborate on providing strategic oversight and management of the Consumer Assistance Partner Program, on providing program direction to the Assister Resource Center, and on coordinating shared authority for the operations of the Consumer Assistance Partner Program.

9.0 LIMITED ENGLISH PROFICIENCY (LEP) AND EQUAL OPPORTUNITY (EO)

9.1 Duties Related to Limited English Proficiency and Equal Opportunity

9.1.1 Duties to be performed by MNsure

9.1.1.1 For English language documents usage of which is totally or for the most part of MNsure (as opposed to DHS public programs) MNsure shall for the creation and subsequent revisions of said documents:

- (A) procure a quote from language translation vendor(s),
- (B) Select the vendor
- (C) review any changes to English documents from translation preparation,
- (D) select the vendor, and
- (E) coordinate necessary revisions with the vendor
- (F) make payment to the vendor.

9.1.2 Duties to be performed by DHS

9.1.2.1 For English language documents of combined MNsure and DHS usage (e.g., combined application 6696) and all subsequent revisions of said documents, DHS shall:

- (A) procure a quote from the language translation vendor(s),
- (B) select the vendor,
- (C) review any changes to English documents from translation preparation
- (D) complete a proof read and glossary review of the translated documents,

- (E) coordinate necessary revisions with the vendor, and
- (F) make payment to the vendor.

9.1.2.2 For English documents where MNSure has majority or complete usage and all subsequent revisions of said documents, DHS shall:

- (A) at the express request of MNSure and the agreement of DHS, procure a quote from the vendor(s),
- (B) prepare the English version of the document for translation,
- (C) complete a proof read and glossary review of the translated documents, and
- (D) coordinate necessary revisions with the vendor.

9.1.3 Joint Duties

9.1.3.1 MNSure and DHS shall mutually agree upon which documents MNSure has majority or complete usage and which documents are combined MNSure and DHS usage no later than April 1, 2014. Subsequently this determination will be made at the time of document creation, with annual review no later than January 31 of each calendar year.

10.0 COMPLIANCE

10.1 DHS and MNSure will collaborate on:

- 10.1.1 Providing suitable staffing resources for testing eligibility determinations.
- 10.1.2 Designing and executing testing of eligibility determinations.
- 10.1.3 Developing reporting templates for audit trail logging data.
- 10.1.4 Developing oversight and monitoring protocols for the Consumer Assistance Partner community.
- 10.1.5 Developing oversight and monitoring protocols for the DHS Receipts Center.
- 10.1.6 Performing fraud or other investigations, as needed.

11.0 ELIGIBILITY AND ENROLLMENT ROLES AND RESPONSIBILITIES

- 11.1 Eligibility and enrollment activities are outlined in **Attachment D "Eligibility and Enrollment Activities,"** which is hereby incorporated by reference. Eligibility and enrollment roles may be adjusted according to Section 17.0, without amendment to this Agreement, unless such adjustment would conflict with other provisions of this agreement.
- 11.2 Duties to be performed by MNSure:
 - 11.2.1 MNSure will provide oversight and approval services identified in Attachment D related to Subsidized QHP and Unsubsidized QHP.
 - 11.2.2 Provide financial resources for a portion of printing costs based on a formula to be mutually agreed upon by DHS and MNSure. The financial resources shall be an amount that is based on a cost allocation that is consistent on federal requirements. The cost allocation methodology shall be mutually agreed upon by January 31, 2014 and may be updated at any time by mutual agreement.
 - 11.2.3 Provide necessary review and approval of updated Insurance Affordability Application, forms and policy answers, as required.
 - 11.2.4 Regularly inform DHS about any program developments, knowledge of which may be necessary for updating of the Insurance Affordability Programs manual, which will explain eligibility policy for MA, MinnesotaCare, and Subsidized QHP eligibility.

- 11.2.5 Provide oversight and approval of Insurance Affordability Programs manual as it relates to Subsidized QHP.
- 11.3 Duties to be performed by DHS:
 - 11.3.1 Update and maintain the Insurance Affordability Programs manual, which includes eligibility policy direction for county staff, tribal staff, state staff, and navigators/in person assisters and certified application counselors for MA, MinnesotaCare, and Subsidized QHP.
 - 11.3.2 Update and maintain necessary forms needed for eligibility determinations and maintenance of MA, MinnesotaCare, and Subsidized QHP
 - 11.3.3 Provide policy support for Subsidized QHP for eligibility determining entities; answer questions they may have regarding eligibility policy.
- 11.4 Duties related to Eligibility System Help Desk Support:
 - 11.4.1 Duties to be performed by MNsure:
 - 11.4.1.1 Regularly inform DHS on any program developments, knowledge of which may be necessary for development and maintenance of the Help Desk function.
 - 11.4.1.2 Provide financial resources for the cost of Help Desk staff based on assistance provided for Subsidized QHP and Unsubsidized QHP eligibility determinations. The financial resources shall be an amount that is based on a cost allocation that is consistent on federal requirements. The cost allocation methodology shall be mutually agreed upon by January 31, 2014 and may be updated at any time by mutual agreement.
 - 11.4.2 Duties to be performed by DHS:
 - 11.4.2.1 Provide new system support for Subsidized QHP and Unsubsidized QHP cases, as needed. This includes answering questions from workers on system issues and communicating system problem information to workers.
 - 11.4.3 Joint duties:
 - Review the degree of support the Health Care Eligibility System Help Desk provides for Subsidized QHP and Unsubsidized QHP eligibility determinations. This review should be conducted no later than April 1, 2014.

12.0 TRAINING

- 12.1 Duties to be performed by MNsure:
 - 12.1.1 Regularly inform DHS on any program developments, knowledge of which may be necessary for development and maintenance of training.12.1.2 Provide oversight and approval of training material related to Subsidized QHP
 - 12.1.2 Provide financial resources for the cost of training material related to Subsidized QHP. The financial resources shall be an amount that is based on a cost allocation that is consistent on federal requirements. The cost allocation methodology shall be mutually agreed upon by April 1, 2014, and may be updated at any time upon mutual agreement.
- 12.2 Duties to be performed by DHS:
 - 12.2.1 Train state, county and tribal human services agency staff on eligibility for Subsidized QHP as part of Health Care/Affordable Care Act (ACA) training.

12.2.2 Manage training course loading and maintenance, user registration, and related duties for online MNSure-specific training and related training.

12.3 Joint duties:

12.3.1 MNSure and DHS will communicate and coordinate on training issues of mutual interest, including MNSure training for public program staff, public program and system training for Consumer Assistance Partners, and on the on the selection of technology hardware and software to maintain ongoing compatibility.

12.3.2 Review DHS resources dedicated to development and provision of training for Consumer Assistance Partners, and for administration of Subsidized QHP. This review should be conducted no later than April 1, 2014.

13.0 CALL CENTER

13.1 Duties Related to Minnesota Health Care Programs / Public Programs / Health Insurance Exchange Activities

13.1.1 MNSure Duties

13.1.1.1 The MNSure Contact Center will be available to help inform, assist, and guide individuals, employees, and small business owners through the MNSure Marketplace to ensure they find the most appropriate health plan available to meet their needs.

13.1.1.2 The MNSure Contact Center will be the first point of contact for all calls to MNSure from individuals, employees, employers, virtual DHS Call Center, carriers, and other state agencies.

13.1.1.3 The MNSure Contact Center will assist with general questions and requests related to the MNSure Marketplace and Qualified Health Plans (QHP).

13.1.1.4 Non QHP Calls to Virtual DHS Contact Centers - The MNSure Contact Center will provide high level information to contacts enrolled in Minnesota Health Care programs (MHCP). Calls that require more detailed information or assistance will be transferred to the appropriate DHS Call Center to handle:

- A. The MNSure Contact Center will provide a "warm transfer" when MNSure call volumes allow, otherwise an educated transfer or chat will be utilized.
- B. Contacts requesting a life event change or enrollment/eligibility into other public programs will be referred to their case worker, county website, and/or county website.

13.1.2 DHS Member Help Desk Duties:

13.1.2.1 DHS shall respond to MHCP questions, requests, issues and concerns.

13.1.2.2 DHS shall respond to calls from recipients about healthcare provider-related benefit issues.

13.1.2.3 DHS shall be the first point of contact for Fee-For-Service (FFS) members regarding benefits, claims paid and authorization inquiries.

13.1.2.4 DHS Member Help Desk shall act as a liaison between the Member Help Desk, MNSure Contact Center and Provider Call Center.

Responsibilities include receiving and responding to chats and Lync messages from all DHS contact centers that are part of the MNSure virtual contact center (The virtual contact center will include MNSure

Contact Center, MinnesotaCare Contact Center, Member and Provider Help Desks, Assistor Resource Center, and Managed Care Ombudsmen—all of which will eventually be interconnected through a software platform)

13.1.3 Non Fee-for Service Calls to DHS Virtual Contact Centers

13.1.3.1 The Member Help Desk (Tier I-first level of support) provides high level information to members enrolled in MA and MCRE. Calls that require more detailed information, or are for MNSure, are transferred to the MHCP Tier II representatives, MNSure or MCRE, as appropriate.

13.1.3.2 The Member Help Desk transfers calls directly to Tier II MHCP Reps (a "warm transfer"). They transfer calls for MNSure and Minnesota Care call centers to the general phone number.

13.1.3.3 Member Help Desk representatives transfer calls reporting life changes (changes in residence, household composition, etc.), managed care changes, enrollment or information requests, or specific eligibility requests to the county financial worker, county managed care ombudsman, DHS managed care ombudsman or Minnesota Care, as appropriate.

13.1.4 DHS MinnesotaCare Contact Center

13.1.4.1 The DHS MinnesotaCare Contact Center will provide services detailed in 13.2.2.1 to MinnesotaCare, Subsidized QHP and Unsubsidized QHP consumers. Calls may be received directly, or will be transferred from the MNSure contact center, the DHS Member Call Center, or other entities.

13.2 Duties Related to Related to MHCP / Public Programs / Exchange Activities

13.2.1 MNSure Duties

13.2.1.1 The MNSure Contact Center will answer general questions regarding MNSure, eligibility, applications, and assistance with applications.

13.2.2 DHS MinnesotaCare Contact Center Duties

13.2.2.1 The DHS MinnesotaCare Contact Center shall:

- a. Provide consumers with the status of their MinnesotaCare and Subsidized QHP and Unsubsidized QHP case.
- b. Explain MinnesotaCare, Subsidized QHP, and Unsubsidized QHP guidelines to consumers.
- c. Act on changes reported by consumers enrolled in MinnesotaCare, Subsidized QHP, and Unsubsidized QHP.
- d. Discuss and attempt to resolve escalated issues or complaints with program consumers.
- e. Answer questions from consumers regarding their MinnesotaCare premium, billing and/or payment.
- f. Communicate information to counties, MNSure and other business partners to assist consumers in meeting their health care needs.
- g. Complete initial enrollment in a managed care health plan for consumers eligible for MinnesotaCare.

14.0 COMMUNICATIONS

14.1 MNSure and DHS shall collaborate on determining the allocation of marketing costs

between the two agencies. MNSure shall not allocate any marketing costs, which are not consistent with federal requirements or that have not received necessary federal approvals.

14.1.1 For DHS Graphics and MN.IT eForms support, review DHS staff resources devoted to MNSure forms and graphics development and updates. This review should be conducted no later than April 1, 2014. If appropriate, cost allocation from MNSure for DHS Graphics or MN.IT eForms support, and related communication staff based on staff time dedicated should be pursued. If appropriate, this issue will be referred to the interagency workgroup referenced in Section 2.2.

14.2 DHS is solely responsible for ensuring MHCP communications are up to date and is responsible for the integrity of MHCP information.

14.3 MNSure and DHS shall adhere to each agency's branding guidelines and to the extent practical, will consult with the respective appropriate marketing and communication business areas prior to incorporating the other's brands in new marketing and communications materials.

15.0 APPEALS

15.1 MNSure and DHS shall perform all services in accordance with the interagency agreement between MNSure and DHS dated May 23, 2013, as amended.

15.2 Consideration and payment for services shall be made in accordance with section IV of the May 23, 2013 agreement, as amended.

16.0 Term of Agreement:

16.1 **Effective date:** September 30, 2013, or the date all required signatures are obtained, whichever is later.

16.2 **Expiration date:** November 30, 2013.

17.0 Authorized Representative

17.1 DHS's Authorized Representative is: Charles E. Johnson, Deputy Commissioner for Policy & Operations, or his successor.

17.2 MNSure's Authorized Representative is: Erik D. Larson, Chief Operating Officer or his successor.

18.0 Amendments

Any amendment to this Agreement must be in writing and will not be effective until it has been approved and executed by the parties. Amendments to the attachments for this Agreement may be made without amendment to this Agreement.

19.0 Audits

DHS and MNSure shall make available books, records, documents, and accounting procedures and practices relevant to this Agreement for examination by any state or federal authorized auditor, as required or as appropriate for the duration of this Agreement and a minimum of six years from the end of this Agreement.

20.0 Reporting

DHS and MNSure shall create reports relevant to this Agreement required by state or federal law and the reporting requirements of funding agencies.

21.0 Liability

Each party will be responsible for its own acts and behavior and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other parties and the results thereof. The liability of each party shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section 3.736, and other applicable law.

22.0 Cancellation.

This agreement may be canceled by any party at any time, with or without cause, upon ninety (90) days written notice to the other party. In the event of such a cancellation, parties providing services shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

23.0 Assignment

No party to this Agreement shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.

24.0 Information Privacy Protection

24.1 Any data sharing under this Agreement shall be governed by the duties and obligations of each party identified in the data sharing Agreement executed between DHS and MNSure effective August 23, 2013, as amended.

24.2 To the extent any DHS staff require access to private or non-public data on MNSure participants in carrying out the duties under this Agreement, these staff must first receive explicit authorization from the MNSure Board, or its delegate.

24.2.1 In order to effectuate this process, DHS shall provide MNSure's Privacy and Security Manager with an initial list of all DHS staff that will require such access and this list shall include a description of the work being carried out by these staff and why such access is necessary for accomplishing this work, a verification that each individual is current on any required privacy and security training, and, if the individual is a contractor, whether a criminal background check has been performed for the individual.

24.2.2 DHS shall immediately notify the MNSure Privacy and Security Manager of any staffing changes which impact this initial list.

24.2.3 To the extent that MNSure denies or revokes any DHS staff access, MNSure shall immediately notify the appropriate DHS manager.

24.3 To the extent any MNSure staff require access to private or non-public DHS data, this staff must first comply with any DHS policies and procedures related to the provision of such access.

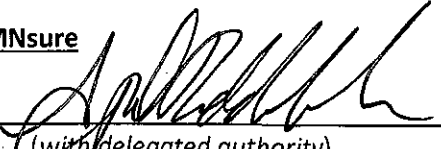
25.0 CONSIDERATION AND PAYMENT – Direct Charge

- a) Costs under the direct charge method shall be charged to the appropriate FINDEPT ID according to Attachment B. Direct charges shall only proceed after approval for grant funding has been received by MNSure from CCIIO and state approvals under Minnesota Statutes section 3.3005 have been obtained. Cost allocation to Medicaid may only proceed after any necessary prior approval of these activities has been received by DHS from CMS (eligible activity).

- b) Modifications to Exhibits A may be made by the workgroup identified in Section II without revision of this Agreement. With prior approval by Barb Juelich, MNsure Chief Financial Officer, reasonable and necessary travel costs incurred by the Agencies in carrying out the duties outlined in this Agreement may be directly charged by the Agencies to appropriate FINDEPT IDs. Upon approving travel, Barb Juelich will increase budget amounts in appropriate FINDEPT IDs and notify the workgroup identified in Section 2.2.11 of the changes to Exhibit A.
- c) Cost incurred under Exhibit A prior to execution of this Agreement may be included as part of this Agreement.
- d) Invoices shall be sent on a monthly basis or according to a schedule outlined within this contract. Invoices will be paid within 30 days of receipt.

26.0 **CONDITIONS OF PAYMENT.** All services provided by each agency under this Agreement must be performed to the mutual satisfaction of all parties as determined at the reasonable discretion of each agencies Authorized Representative.

1. MNsure

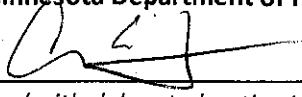
By: 
(with delegated authority)

Title: ~~Deputy Commissioner for Policy & Operations~~

Date: 9-30-13

MNsure ~~Executive Director~~ Executive Director

2. Minnesota Department of Human Services

By: 
(with delegated authority)

Title: Deputy Commissioner

Date: 9/30/2013

ATTACHMENT A

Allocations may be adjusted per Section 24 without amendment to the contract.

Grant 2 – HEIE120107

	Name Fund APPROP FINDEPT FY	Feb IT 4120 H601500 H6034100 14	DHS 75% 2001 H551472 H5532496 14	DHS 90% 2001 H551472 H5532493 14
41000	Salaries			
	Fringe			
41100	Space Rental			
41130	Prof -Tech Outside Vendo			
41145	IT/Prof/Tech	\$7,349,380.34	\$84,848.89	\$9,469,388.33
41150	Computerand Systems		\$239,358.99	
41155	Communications			
41160	Travel In state			
41170	Travel Out State			
41180	Staff Development			
41300	Supplies			
41400	Equipment	\$13,483.12	\$9,819.88	
42000	Indirect			
43000	Other Operating Costs	\$328,650.01		
Total		\$7,691,513.46	\$334,027.77	\$9,469,388.33

NOTE: MNSure is in the process of transferring the grant funds from Commerce to MNSure through a request to the Office of Grants Management. Once approval is received, 3000 fund FINDepts will be set up and all activity will be transferred to the new FINDepts.

DHS 90% grant will only be utilized for design and development contracts including the Maximus contract, ASAP, IV&V. FHS 75% FinDept will be used for infrastructure hardware, software and licensing purchases.

Grant 3 – HEIE12135

	Name Fund APPROP FINDEPT FY	Sept IT 4120 H601500 H6034100 14	Sept NAV TBD after grant Transfer	DHS 75% 2001 H551472 H5532497 14	DHS 90% 2001 H551472 H5532494 14
41000	Salaries	\$248,219.40	250,000	\$0.00	\$180,780.60
	Fringe	\$78,933.77		\$0.00	\$57,488.23

41100	Space Rental	\$0.00		\$0.00	\$0.00
41130	Prof -Tech Outside Vendo				
41145	IT/Prof/Tech	\$4,751,191.27		\$0.00	\$4,222,212.91
41150	Computer and Systems	\$2,242,075.00		\$1,632,925.00	\$0.00
41155	Communications	\$21,000.00		\$0.00	\$0.00
41160	Travel In state				
41170	Travel Out State				
41180	Staff Development				
41300	Supplies	\$0.00		\$0.00	\$211.00
41400	Equipment	\$679,855.00		\$495,145.00	\$0.00
42000	Indirect	\$0.00		\$0.00	\$0.00
43000	Other Operating Costs	\$6,943.20		\$5,056.80	\$0.00
Total		\$8,028,217.64	250,000	\$2,133,126.80	\$4,460,692.74

NOTE: MNSure is in the process of transferring the grant funds from Commerce to MNSure through a request to the Office of Grants Management. Once approval is received, 3000 fund FINDepts will be set up and all activity will be transferred to the new FINDepts.

DHS 90% grant will only be utilized for design and development contracts including the Maximus contract, ASAP, IV&V. FHS 75% FinDept will be used for infrastructure hardware, software and licensing purchases.

Grant 4 – HEIE13168

	Name Fund APPROP FINDEPT FY	IT Support 3000 H601300 H6031500 14	IT Infrastructure 3000 H601300 H6031510 14		DHS75% 2001 H551472 H5532589 14	DHS 90% 2001 H551472 H5532588 14
41000	Salaries	\$927,294				\$849,804
	Fringe	\$294,880				\$276,238
41100	Space Rental					\$46,999
41130	Prof -Tech Outside Vendor					
41145	IT/Prof/Tech	\$3,165,569				
41150	Computer and Systems		\$4,837,924		\$3,390,247	
41155	Communications					
41160	Travel In state					
41170	Travel Out State					
41180	Staff Development					\$2848
41300	Supplies	\$27,738				\$19,642
41400	Equipment	\$13,886	\$983,620		\$716,380	\$10,114
42000	Indirect					

43000	Other Operating Costs	\$99,286				\$89,714
Total		\$4,552,653	\$5,821,544		\$4,106,627	\$4,165,763

NOTE: Highlighted FinDepts reflect proposed budget after federal approval of UAPD-7.
DHS 90% grant will only be utilized for design and development contracts including the Maximus contract, ASAP, IV&V. FHS 75% FinDept will be used for infrastructure hardware, software and licensing purchases.

Grant 5 – TBD

	Name Fund APPROP FINDEPT FY					
41000	Salaries					
	Fringe					
41100	Space Rental					
41130	Prof -Tech Outside Vendor					
41145	IT/Prof/Tech					
41150	Computer and Systems					
41155	Communications					
41160	Travel In state					
41170	Travel Out State					
41180	Staff Development					
41300	Supplies					
41400	Equipment					
42000	Indirect					
43000	Other Operating Costs					
Total						

DHS 90% grant will only be utilized for design and development contracts including the Maximus contract, ASAP, IV&V. FHS 75% FINDEPT ID will be used for infrastructure hardware, software and licensing purchases.

Attachment B

Cost Allocation to Medicaid – Updated for FY 14 (August 15, 2013)

1. Methodology

Approved cost allocation methodologies will be incorporated into the interagency agreement with the Minnesota Department of Human Services as well as the Minnesota Department of Human Services PAPDs, IAPDs and related updates as necessary.

2. Processing

MNsure will allocate costs to Medicaid based on approved cost allocation methods submitted in grant applications and approved APDs. In addition MNsure will enter into an interagency agreement with the Minnesota Department of Human Services to outline the approved cost allocation method. Cost allocation is restricted to approved items in the cost allocation plan and for dates after the approved APD and signed interagency agreement is in effect.

As purchases are encumbered into SWIFT, MNsure informs financial management staff of the proper allocation of costs according to the approved formula. Payments are allocated by the same formula. MNsure reviews monthly encumbrances and expenditures to verify appropriate allocation formulas have been applied and purchasing dates are after an approved APD. Corrections are made as needed.

Ongoing cost allocation system will need to be developed based on MNsure operating structures, metrics for cost allocations and actual Medicaid participation beginning in 2015.

3. Procedures

MNsure shall cost allocate costs associated with Information Technology, including all IT contracts, staff and associated administrative costs. Cost allocation ratios shall be based on approved rates in the CCIIO grant applications and Medicaid APDs.

From January 1, 2012 to July 13, 2012 those rates are:

- 24.3% allocated to Medicaid for personnel and associated administrative costs.
- 24.3% allocated to Medicaid for IT contracts

From July 13, 2012 until amended within the grant application, shall be:

- 42.14% allocated to Medicaid for personnel and associated administrative costs
- 42.14% allocated to Medicaid for IT consultants unless associated with specific Module of IT Solution
- 56.91% allocate to Medicaid for Maximus Contract and IT consultant work associated with Modules 2, 4, 5 and 7
- 67.31% allocated to Medicaid for Maximus Contract, license software agreements and IT consultant work associated with Module 1
- 0% allocated to Medicaid for Maximus Contract, license software agreements and IT consultant work associated with Modules 3 and 6

- 100% allocated to Medicaid for Maximus Contract license software agreements, and consultant work associated with non-MAGI screening

MNsure has proposed the following allocations based on updated enrollment estimates as discussed in Section 6.1.4 in the Level 2 grant application for activities starting October 1, 2013:

- 52.80% allocated to Medicaid for personnel and associated administrative costs
- 52.80% allocated to Medicaid for IT consultants unless associated with specific Module of IT Solution
- 66.17% allocate to Medicaid for Maximus Contract and IT consultant work associated with Modules 2, 4, 5 and 7 (Enrollment, Plan Selection, Navigator/IN-Person Assistor/Broker, Provider Display and Account Management)
- 74.85% allocated to Medicaid for Maximus Contract, license software agreements and IT consultant work associated with Module 1 (Individual Eligibility)
- 30.04% allocated to Medicaid for Maximus Contract, license software agreements and IT consultant work associated with Module 6 (Premium Processing)
- 0% allocated to Medicaid for Maximus Contract, license software agreements and IT consultant work associated with Module 3 (SHOP)
- 100% allocated to Medicaid for Maximus Contract license software agreements, and consultant work associated with non-MAGI screening

The following is the procedures to be used for the allocation of costs.

1) **Personnel Cost**

Prior to June 30, 2013 - IT staff for MNsure shall be cost allocated between DHS/Medicaid and MNsure CCIIO grant based on the approved cost allocation rates in each grants. MNsure and DHS shall utilize the MMB Inter-agency Request for State Employee Services to split code personnel costs between the CCIIO grant Dept ID and Medicaid Dept ID.

Beginning July 1, 2013 – IT staff located within the Department of Human Services shall participate in the DHS time study process to allocate IT costs to various programs including MNsure. Costs associated with time study results for MNsure IT activity will be allocated based on approved percent's for each grant and will be invoiced to MNsure quarterly.

IT staff located within MNsure shall be allocated based on approved rates in the grant/APDs.

IT costs to staff located at other agencies will be reviewed on a case by case request to identify which methodology to use.

2) **Maximus Contract**

Maximus contract cost allocation shall be based on cost per Module as identified in Schedule C of the contract. Cost allocation rates shall be based on approved rates in the grants/APDs. Invoices shall be reviewed for assigned costs to each Module. Assigned Module costs shall be allocated by approved rates and indicated on invoice for payment.

3) **Licensing Contracts**

Licensing Service Agreements with Maximus and sub-contractors shall be based on cost allocation approved rates in the grants/APDs. Encumbrance shall be set up based on approved plan. Payment shall follow encumbrance.

4) **Other IT Contracts**

Other IT contracts shall be based on cost allocation approved rates in the grants/APDs. Encumbrance shall be set up based on approved plan. Unless the contract is specifically tied to a Module, the rate shall equal the average rate of all Modules. Payment shall follow encumbrance unless alternative FINDepts split is requested by MNSure with documentation.

5) **Travel**

Travel is not cost allocated to Medicaid

6) **MN.IT Support Costs (network, phone, etc.)**

MN.IT costs will be allocated based on the number of MNSure IT FTEs/resources over all MNSure FTEs. Monthly expenditure corrections will be made to payments to reflect appropriate ratio through August 2012. From September 2012 through June 30 2013, the ratio of MNSure IT staff to total MNSure staff shall be used (See Table 1). Beginning in FY 2014 a new ratio shall be calculated for each quarter. The ratio will be based on MNSure IT staff to all MNSure staff as of the end of the quarter.

TABLE 1 – MN.IT ALLOCATIONS – up through June 30, 2013

MN.IT IT Allocations	Total	IT	Total Wireless Lines	16
Staff	12	1	IT	1
IT Ratio		8.33%	IT Ratio	6.25%
MA Allocation		42.14%	MA Allocation	42.14%
MA		3.5%	MA Percent	2.63%

7) **Rent**

Rent costs allocation shall be based on the number of MNSure IT resources over all MNSure resources per identified space. Room 120 – ratio of HIX staff. Room 110 – All IT contractors. Room 292 – ratio of IT/non-IT resources. Monthly expenditure corrections will be made to payments to reflect appropriate ratio through September, 2012. As of October 1, 2012, the ratio of IT staff to total HIX staff shall be used for the balance of FY 2013. (See Table 2). Beginning in FY 2014 the following methodologies will be used:

- A. 100 % IT – Resources utilizing the space are 100% dedicated to the IT build and therefore 100% of costs will be allocated based on approved IT allocations within the grant and APDs.
- B. 100% MNSure – Resources utilizing the space are 100% non-IT, therefore costs will be applied to the grant only and not allocated to Medicaid.
- C.IT/non-IT allocation – Resources utilizing the space include both IT and non IT resources including FTEs and staff augmentation consultants. Cost will be allocated at the end of each quarter based on the ratio of IT resources over all resources utilizing the space.

Beginning in 2015, a square footage allocation will be implemented to allocate lease costs across all operating programs.

TABLE 2 – RENT ALLOCATION -

RENT ALLOCATION – through June 30, 2013							
Room	Annual	Monthly	Adjust for balance FY 13		IT	Total IT	IT MA
Rm110	41,737.7 5	3,478.15	31,213.24	100%	31,213.2 4		
Rm 120	75,938.2 5	6,328.19	56,787.93	8.33 %	4,732.33		
Rm295	41,321.0 4	3,756.46	33,709.73	61.8 %	20,867.9 3		
		13,562.7 9	121,710.90		56,813.4 9	0.47	19.67 %

TABLE 3 – Fiscal Year 14 Rent Costs and Allocation Methodologies

Room	Sq. Feet	Cost Per Sq. Foot	Months	FY 14 Costs	Allocation
110	2287	18.25	2	\$ 6,956	A
110	2287	18.5	10	\$ 35,258	A
120	4161	18.25	2	\$ 12,656	B
120	4161	18.5	7	\$ 44,904	A
292	2470	18.25	4	\$ 15,026	A
170	378	18.25	6	\$ 3,449	A
3rd floor	11461	21.4	11	\$ 224,827	C
2nd floor	11381	21.4	9	\$ 182,665	B
3rd floor	11461	21.9	1	\$ 20,916	C
2nd floor	11381	21.9	1	\$ 20,770	B

- 8) **Supplies, Equipment, software for staff**
Request for purchase shall be broken down by IT request and non IT requests and encumbered according to the approved cost allocation ratio for IT costs.
- 9) **Hardware, software, installation services for IT infrastructure**
IT infrastructure purchases shall be allocated based on cost allocation approved rates in the grants/APDs. Encumbrance shall be set up based on approved plan. Unless the contract is specifically tied to a Module, the rate shall equal the average rate of all Modules. Payment shall follow encumbrance unless alternative FINDept split is requested by MNsure with documentation.
- 10) **Supplies –**

Prior to June 30, 2013, end of year supply allocation shall be based on the number of MNSure IT staff over all MNSure staff at the end of the FY. IT costs shall be cost allocated to MA based on the approved cost allocation ratio.

Beginning July 1, 2013, a new ratio shall be calculated for each quarter. The ratio will be based on MNSure IT staff to all MNSure staff as of the end of the quarter.

11) Other Blanket encumbrances

Prior to June 30, 2013, other staff related costs under blanket encumbrances shall be based on the number of MNSure IT staff over all MNSure staff at a point in time (based on December 2012 staffing ratios) (See Table 4). IT costs shall be cost allocated to MA based on the approved cost allocation ratio.

TABLE 4 – OTHER COST ALLOCATIONS

	Phone Lines	Other	Staff Only	
Total	18	29	13	Total
IT	1	12	1	IT
Percent IT	5.56%	41.38%	7.69%	Ratio IT
MA	42.14%	42.14%	42.14%	
% MA	2.34%	17.44%	3.24%	

Beginning July 1, 2013, a new ratio shall be calculated for each quarter and applied as appropriate. The ratio will be based on MNSure IT staff to all MNSure staff as of the end of the quarter.

12) Space preparation

Space preparation costs will not be costs allocated

13) Other costs

Request for other purchases, contracts, etc. shall be broken down by IT and non-IT and encumbered according to the approved cost allocation ratio for IT costs.

Costs associated with other agency staff such as Commerce and Health will not be cost allocated to Medicaid. Commerce and Health will complete time studies for grant activity.

ATTACHMENT C - Payment Items

As of October 1, 2013

Section	DHS Activities	Determination of Cost	Invoice and Funding
4	MN.IT @DHS	Direct and indirect costs will be determined based on the PACAP/COCAS system and underlying Time Tracker data.	<p>DHS will invoice MNSure quarterly. Mnsure will fund their payment to DHS from Mnsure FINDEPT IDs.</p> <p>FY 14 – Establishment Grant 4 - \$544,843 Establishment Grant 5 - \$503,657</p>
5	Issuance Operations Center (IOC)	Direct and indirect costs will be based on the IOC's current standardized service rates and MNSure's actual utilization of the IOC's services.	<p>DHS will invoice Mnsure monthly. Mnsure will fund their payment to DHS from Mnsure FinDepts and DHS FINDEPT IDs (via direct charge) based on an allocation process to be determined.</p> <p>FY 14 – Establishment Grant #4 - \$500,000 Establishment Grant #5- \$290,000</p>
6	Receipts Center	Direct and indirect costs will be based on the Receipt Center's current standardized service rates and MNSure's actual utilization of the Receipt Center's services.	<p>DHS will invoice Mnsure monthly. Mnsure will fund their payment to DHS from Mnsure FINDEPT IDs and DHS FINDEPT IDs (via direct charge) based on an allocation process to be determined.</p> <p>FY 14 – Establishment Grant # - \$200,000</p>

			Establishment Grant # - \$100,000
	Appeals Division	Direct and indirect costs will be determined based on the PACAP/COCAS system and underlying case counte data.	The Appeals costs listed here for information purposes only. All costs are maintained in Section IV of the May 23, 2013 agreement. DHS will invoice MnSure quarterly. MnSure will fund their payment to DHS from MnSure FINDEPT IDs. FY 14 – Establishment Grant # - \$660,000 Establishment Grant # - \$1,252,064
7	MCRE Operations	Direct and indirect costs will be determined based on the PACAP/COCAS system and underlying case recipient data.	DHS will invoice MnSure quarterly. MnSure will fund their payment to DHS from MnSure FINDEPT IDs. FY 14 – Establishment Grant # - \$1,000,000 Establishment Grant # - \$1,925,000
8	IPA Navigator Trainers	Actual payroll costs of the three staff assigned exclusively to this activity.	DHS will direct charge Mnsure FINDEPT IDs bi-weekly for the actual payroll costs. (i.e. no invoice) FY 14 – Establishment Grant #3 - \$250,000

Section	MNSure Activities	Determination of Cost	Invoice and Funding
3	MN.IT @MnSure	Actual payroll costs of MN.IT@MNSure staff allocated at the approved rates in the cost allocation plan and APD documents and allocation of administrative costs associated with MNSure positions..	Direct charge of payroll costs and quarterly adjustments for administrative costs such as supplies, rent,etc.

PACAP = Public Assistance Cost Allocation Plan
COCAS = Central Office Cost Allocation System

Attachment D: Eligibility and Enrollment Activities

	Activity	MA	MinnesotaCare	QHP with Subsidy	QHP w/o Subsidy
General	Answer questions regarding MNSure (Manual)	MNSure Contact Ctr	MNSure Contact Ctr	MNSure Contact Ctr	MNSure Contact Ctr
	Answer eligibility questions (Manual)	MNSure Contact Ctr All	MNSure Contact Ctr All	MNSure Contact Ctr All	MNSure Contact Ctr MCRE Ops
	Respond to requests for an application (Partially automated)	MNSure Contact Ctr All	MNSure Contact Ctr All	MNSure Contact Ctr All	MNSure Contact Ctr MCRE Ops
	Help Individual complete an application, if requested (Partially automated)	MNSure Contact Ctr All/Navigator/In person assistors	MNSure Contact Ctr All/Navigator/In person assistors	MNSure Contact Ctr All/Navigator/In Person Assistors	MNSure Contact Ctr MCRE Ops/Navigator/In Person Assistors
Application	Accept paper application (Manual)	All	All	All	MCRE Ops MNSure Ops
	Enter paper application data into the MNSure system (Manual)	All	All	All	MCRE Ops MNSure Ops
	Check existing MA/MinnesotaCare coverage (Automated)	MNSure system/MMIS	MNSure system/MMIS	MNSure system/MMIS	N/A
	Request missing data for paper application, if applicable (Partially automated)	MNSure system All	MNSure system All	MNSure system All	MNSure system MCRE Ops MNSure Ops
	Determine and request verification(s) needed, if any (Automated)	MNSure system	MNSure system	MNSure system	MNSure system
	Accept requested data/verification and enter into MNSure system, if applicable (Manual)	All	All	All	MCRE Ops MNSure Ops
	Determine eligibility (Partially automated)	MNSure system	MNSure system	MNSure system	MNSure system
	Screen for potential non-MAGI MA eligibility (Automated)	MNSure system	MNSure system	MNSure system	N/A

	Activity	MA	MinnesotaCare	QHP with Subsidy	QHP w/o Subsidy
	Determine eligibility for non-MAGI MA, if needed (Done in MAXIS)	County/Tribe	N/A	N/A	N/A
	Issue eligibility results notice (Automated)	MNsurre system	MNsurre system	MNsurre system	MNsurre system
Post-eligibility	Accept requested data/verification and enter into MNsure system, if applicable (Manual)	All	All	All	MCRE Ops MNsurre Ops
	MA collect TPL information and enter into MMIS (Manual)	County/Tribe	N/A	N/A	N/A
	MA cost-effective insurance determination (Manual)	County/Tribe	N/A	N/A	N/A
	MA referral to medical support, as needed (Manual)	County/Tribe	N/A	N/A	N/A
	Determine eligibility for MA payment of LTC, if applicable (Done in MAXIS)	County/Tribe	N/A	N/A	N/A
	Accept MinnesotaCare and QHP premium, as needed (Partially automated)	N/A	MNsurre system MCRE Ops	MNsurre system MCRE Ops	N/A
Appeals	Accept appeal request (Partially automated)	MNsurre system All	MNsurre system All	MNsurre system All	MNsurre system MCRE Ops MNsurre Ops
	Follow-up with individual to determine if appeal can be resolved (i.e., informal resolution process) (Manual)	County/Tribe	MCRE Ops	MNsurre Ops	MNsurre Ops
	Prepare appeal summary (Manual)	County/Tribe	MCRE Ops	MNsurre Ops	MNsurre Ops
	Participate in appeal hearing (Manual)	County/Tribe	MCRE Ops	MNsurre Ops	MNsurre Ops
	Continue benefits during appeal process, if appropriate (Manual)	MNsurre system County/Tribe	MNsurre system MCRE Ops	MNsurre system MCRE Ops MNsurre Ops	MNsurre system MCRE Ops MNsurre Ops

	Activity	MA	MinnesotaCare	QHP with Subsidy	QHP w/o Subsidy
	Enter order/decision into MNsure system (Manual)	MNsure system County/Tribe	MNsure system MCRE Ops	MNsure system MCRE Ops MNsure Ops	MNsure system MCRE Ops MNsure Ops
Health Plan Enrollment	Determine if MA Individual is exempt from managed care (Automated)	MNsure system	N/A	N/A	N/A
	Assist Individual with health plan enrollment (Partially automated)	County/Tribe/Navigator/In Person Assistors	MCRE Ops/Navigator/In Person Assistors	MNsure system Navigator/In Person Assistors	MNsure system Navigator/In Person Assistors
	Notify health plan of Individual's choice (Automated/Manual)	MMIS	MMIS	MNsure system(Automated) MNsure (Manual)	MNsure system(Automated) MNsure Ops
Changes	Accept reports of changes in circumstances from Individual (Manual)	All	All	All	MCRE Ops MNsure Ops
Renewals	Ex parte renewal process (Under development)	MNsure system	MNsure system	MNsure system	MNsure system
	Issue pre-populated renewal or renewal letter (Under development)	MNsure system	MNsure system	MNsure system	MNsure system
	Accept paper pre-populated renewal or renewal letter (Manual)	County/Tribe	MCRE Ops	MCRE Ops MNsure Ops	MCRE Ops MNsure Ops
	Enter changes reported on paper pre-populated renewal or renewal letter into the MNsure system (Manual)	County/Tribe	MCRE Ops	MCRE Ops MNsure Ops	MCRE Ops MNsure Ops
	Request missing data for paper pre-populated renewal or renewal letter, if applicable (Under development)	MNsure system	MNsure system	MNsure system	MNsure system
	Determine and request verification(s) needed, if any (Under development)	MNsure system	MNsure system	MNsure system	MNsure system

	Activity	MA	MinnesotaCare	QHP with Subsidy	QHP w/o Subsidy
	Accept requested data/verification and enter into MNsure system, if applicable (Manual)	County/Tribe	MCRE Ops	MCRE Ops MNsure Ops	MCRE Ops MNsure Ops
	Determine eligibility (Under development)	MNsure system	MNsure system	MNsure system	MNsure system
	Issue eligibility results notice (Under development)	MNsure system	MNsure system	MNsure system	MNsure system
Certificates of Exemption	Answer questions regarding exemptions (Manual)	N/A	N/A	N/A	N/A
	Accept requests for an exemption (Automated)	N/A	N/A	N/A	N/A
	Determine eligibility for an exemption (Automated)	N/A	N/A	N/A	N/A
	Issue certificate of exemption (Automated)	N/A	N/A	N/A	N/A
	Maintain case, if applicable (Under development)	N/A	N/A	N/A	N/A

Amended MNsure Data Sharing Agreement

This Data Sharing Agreement ("Agreement") is by and between the Minnesota Insurance Marketplace a/k/a MNsure ("MNsure") and the Office of MN.IT Services ("MN.IT").

WHEREAS, MN.IT provides information technology services, management, and security to state agencies pursuant to Minnesota Statutes, Chapter 16E, and the parties will enter into a Service Level Agreement as to those responsibilities.

WHEREAS, MNsure is subject to the Minnesota Government Data Practices Act by Minnesota Statutes, section 62V.06, subdivision 1.

WHEREAS, MNsure and MN.IT are authorized to enter into this Agreement by Minnesota Statutes, section 62V.05, subdivision 1(b)(5) and by Minnesota Statutes, section 471.59, subdivision 10.

WHEREAS, the parties' data sharing agreement executed on June 26, 2013, is hereby amended to make changes to the privacy and security of federal tax information.

Agreement

1. Term of Agreement

- 1.1 **Effective date:** July 1, 2013, or the date the State obtains all required signatures, whichever is later.
- 1.2 **Expiration date:** June 30, 2015, or until all obligations have been satisfactorily fulfilled, or until any applicable statutory authority expires, whichever comes first.

2. Information Covered by this Agreement

- 2.1 Under this Agreement, MNsure will be sharing with MN.IT one or more types of private information, collectively referred to as "protected information," concerning individuals, employers, and/or employees participating in MNsure. "Protected information," for purposes of this Agreement, may include any or all of the following:
 - 2.1.1 Private data (as defined in Minn. Stat. § 13.02, subd. 12), confidential data (as defined in Minn. Stat. § 13.02, subd. 3), welfare data (as governed by Minn. Stat. § 13.46), medical data (as governed by Minn. Stat. § 13.384), and other not public data governed by other sections in the Minnesota Government Data Practices Act (MGDPA), Minn. Stat. Chapter 13;
 - 2.1.2 Protected health information ("PHI") (as defined in and governed by the Health Insurance Portability Accountability Act ("HIPAA"), 45 C.F.R. § 160.103);
 - 2.1.3 Federal Tax Information ("FTI") (as defined by IRC § 6103);
 - 2.1.4 Records (as defined by the Privacy Act of 1974, 5 U.S.C. § 552a); and

- 2.1.5 Other data subject to applicable State and federal statutes, rules, and regulations affecting the collection, storage, use, or dissemination of private or confidential information.

3. Duties

3.1 MNsure Duties. MNsure shall:

- (a) Only release or disclose information which it is authorized by law or regulation to share with or disclose to MN.IT.
- (b) Obtain any required consents, authorizations, or other permissions that may be necessary for it to share information with or disclose information to MN.IT.
- (c) Notify MN.IT of limitations, restrictions, changes, or revocation of permission by an individual to use or disclose protected information, to the extent that such limitations, restrictions, changes or revocation may affect MN.IT's use or disclosure of protected information.
- (d) Not request MN.IT to use or disclose protected information in any manner that would not be permitted under law if done by MNsure.
- (e) Comply with all MN.IT information security policies and standards as applicable to MNsure in accordance with Minnesota Statutes section 16E.03, subdivision 7.
- (f) Identify the classification of any data shared with MN.IT, and specify any applicable laws, rules, and regulations and any unique handling requirements.
- (g) Notify MN.IT of any future amendments to the Final Exchange Privacy Rule at 45 C.F.R. §155.260, or any amendments to other applicable laws, rules, or regulations.

3.2 MN.IT Duties. MN.IT shall:

- (a) Be responsible for ensuring proper handling and safeguarding by its employees, subcontractors, and authorized agents of protected information collected, created, used, maintained, or disclosed on behalf of MNsure. This responsibility includes ensuring that employees and agents comply with and are properly trained regarding, as applicable, the laws listed above in paragraph 2, and having implemented administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic protected health information at rest and in transit that it creates, receives, maintains, or transmits on behalf of MNsure.
- (b) Comply with the minimum "necessary" access and disclosure rule set forth in the MGDPA. The collection, creation, use, maintenance, and disclosure of protected information shall be limited to that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government. Minn. Stat. § 13.05 subd. 3.
- (c) Report to MNsure any privacy or security incident regarding the information of which it becomes aware. For purposes of this Agreement, "Security incident" means the unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. "Privacy incident" means violation of the Minnesota Government Data Practices Act (MGDPA) and/or including, but not limited to, improper and/or unauthorized use or disclosure of Protected information, and incidents in which the confidentiality of the information maintained by it has been breached. This report must be made in writing and

submitted to MNsure immediately and in no case more than 7 days after learning of such incident.

- (d) Unless provided for otherwise in this Agreement, if MN.IT receives a request to release the information referred to in paragraph 2, MN.IT must promptly notify MNsure. MNsure will give MN.IT instructions concerning the release of the data to the requesting party before the data is released.
- (e) Not use or further disclose protected information created, collected, received, stored, used, maintained, or disseminated in the course or performance of this Agreement other than as permitted or required by this Agreement or as required by law, either during the period of this Agreement or hereafter.
- (f) Consistent with this Agreement, ensure that any agents (including contractors and subcontractors), analysts, and others to whom it provides protected information, agree in writing to be bound by the same restrictions and conditions that apply to it with respect to such information.
- (g) To the extent that any protected information is PHI:
 - 1. Comply with the minimum necessary rule and limit the collection, creation, use, maintenance, and disclosure of PHI to "that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government." See 45 C.F.R. §§ 164.502(b) and 164.514(d).
 - 2. Report any breach or security incident pursuant to the HIPAA Privacy Rule (45 C.F.R. Part 164, Subpart E). This report must be in writing and sent to MNsure not more than 7 days after learning of such non-permitted use or disclosure. Such a report will at least:
 - (A) Identify the nature of the non-permitted use or disclosure;
 - (B) Identify the PHI used or disclosed;
 - (C) Identify who made the non-permitted use or disclosure and who received the non-permitted or violating disclosure;
 - (D) Identify what corrective action was taken or will be taken to prevent further non-permitted uses or disclosures;
 - (E) Identify what was done or will be done to mitigate any deleterious effect of the non-permitted use or disclosure; and
 - (F) Provide such other information, including any written documentation, as MNsure may reasonably request.
 - 3. Document disclosures of PHI and information related to such disclosures as would be required for MNsure to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
 - 4. To the extent that MN.IT uses or discloses PHI to provide health care-related administrative services on behalf of MNsure and is a "Business Associate" as defined by HIPAA, MN.IT further agrees to:
 - (A) Make available PHI in accordance with 45 C.F.R. § 164.524.
 - (B) Make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 C.F.R. § 164.526.
 - (C) Comply with the limited disclosure rules set forth in the HITECH Act, HIPAA, and the MGDPA. To the extent possible, disclosures should be in a limited data set, which is largely information with the patients' identifying information removed, "to the extent practicable." Pertinent identifiers include, name and social security number; street address, e-mail address, telephone and fax numbers;

certificate/license numbers; vehicle identifiers and serial numbers; URLs and IP addresses; full face photos and any other comparable images; or medical record numbers, health plan beneficiary numbers, and other account numbers. If a limited data set is not feasible, or does not meet the use or disclosure, minimum necessary should be applied. The collection, creation, use, maintenance, and disclosure of protected information shall be limited to "that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government." See, respectively, 45 C.F.R. § 164.514, 45 C.F.R. §§ 164.502(b) and 164.514(d), and Minn. Stat. § 13.05 subd. 3.

- (D) Make its internal practices, books, records, policies, procedures, and documentation relating to the use, disclosure, and/or security of PHI available to MNSure and/or the Secretary of the United States Department of Health and Human Services (HHS) for purposes of determining compliance with the Privacy Rule and Security Standards, subject to attorney-client and other applicable legal privileges.
 - (E) Comply with any and all other applicable provisions of the HIPAA Privacy Rule, Administrative, and Security Standards, including future amendments thereto. In accordance with Minnesota Statutes chapter 16E.03, subdivision 7, develop written policies and procedures for safeguarding and securing PHI and complying with HIPAA and the HITECH Act, and other privacy laws.
 - (F) Designate a privacy official to be responsible for the development and implementation of its policies and procedures as required by 45 C.F.R. Part 164, Subpart E.
- (h) To the extent that any MNSure Protected information is FTI, ensure that the FTI is only used as authorized under the Patient Protection and Affordable Care Act, the Internal Revenue Code, 26 U.S.C. § 6103(C), and IRS Publication 1075, Exhibit 7, and restrict from use for any other purpose.
 - (i) Mitigate, to the extent practicable, any harmful effects known to it of a use, disclosure, or breach of security with respect to protected information by it in violation of this Agreement.
 - (j) Comply with any and all other applicable provisions of the Final Exchange Privacy Rule at 45 C.F.R. § 155.260, including future amendments thereto.
 - (k) To the extent MN.IT refers data requestors to MNSure for response and makes the requested data available to MNSure for redacting and fulfilling the response, MN.IT will not be in breach of section 3.2(d) & (g)(4)(A-C) of this Agreement.

4. Disposition of Data upon Completion, Expiration, or Agreement Termination.

Upon completion, expiration, or termination of this Agreement, and in the absence of a new data sharing agreement, MN.IT will return to MNSure or destroy all Protected information received or created on behalf of MNSure for purposes associated with this Agreement. A written certification of destruction or return to the MNSure Authorized Representative is required. MN.IT will retain no copies of such Protected information, provided that if both parties agree that such return or destruction is not feasible, or if MN.IT is required by the applicable regulation, rule or statutory retention schedule to retain beyond the life of this Agreement, MN.IT will extend the protections of this Agreement to the Protected

information and refrain from further use or disclosure of such information, except for those purposes that make return or destruction infeasible, for as long as MN.IT maintains the information.

5. Amendments

Any amendment to this Agreement 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 Agreement, or their successors in office.

6. Liability

The parties agree that each is independently responsible for complying with statutes, rules, and/or regulations governing or affecting the collection, storage, use, sharing, disclosure, and dissemination of protected information in accordance with this Agreement. Neither party will be liable for any violation of any provision of applicable laws or the terms of this Agreement indirectly or directly arising out of, resulting from, or in any manner attributable to actions of the other party or its employees or agents. The liability of state agencies is governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section 3.736, and other applicable law.

7. Sanctions.

In addition to any liability under section 6 of this Agreement, the parties acknowledge that violation of the laws and protections described above could result in limitations being placed on future access to Protected information, in investigation and imposition of sanctions by the U.S. Department of Health and Human Services, Office for Civil Rights, and/or in civil and criminal penalties.

8. Termination

Either party may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party.

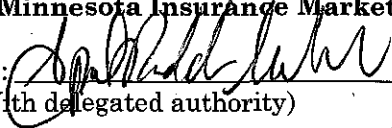
1. Office of MN.IT Services

By: _____
(With delegated authority)

Title: _____

Date: _____

2. Minnesota Insurance Marketplace

By: 
(With delegated authority)

Title: MNsure Executive Director

Date: 8-15-13

The agency should include the Exhibit 7 language for either General Services or Technology Services, as appropriate and include the language below to the greatest extent possible, applicable to the specific situation.

CONTRACT LANGUAGE FOR GENERAL SERVICES**I. PERFORMANCE**

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be performed under the supervision of the contractor or the contractor's responsible employees.
- (2) Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.
- (3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.
- (4) No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.
- (5) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- (6) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.
- (7) (Include any additional safeguards that may be appropriate.)

II. CRIMINAL/CIVIL SANCTIONS

- (1) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of

unauthorized disclosure. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRC Sections 7213A and 7431.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

(4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors should be advised of the provisions of IRC Sections 7431, 7213, and 7213A (see Exhibit 6, *IRC Sec. 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information* and Exhibit 5, *IRC Sec. 7213 Unauthorized Disclosure of Information*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor should sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.

CONTRACT LANGUAGE FOR TECHNOLOGY SERVICES

I. PERFORMANCE

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be done under the supervision of the contractor or the contractor's employees.
- (2) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.
- (3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- (4) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- (5) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- (6) All computer systems receiving, processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.
- (7) No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.

- (8) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- (9) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.
- (10) (Include any additional safeguards that may be appropriate.)

II. CRIMINAL/CIVIL SANCTIONS:

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

(4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors should be advised of the provisions of IRC Sections 7431, 7213, and 7213A (see Exhibit 6, *IRC Sec. 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information* and Exhibit 5, *IRC Sec. 7213 Unauthorized Disclosure of Information*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor should sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION:

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.

**Data Sharing Agreement Between
the Minnesota Department of Health and
Minnesota Insurance Marketplace**

This Agreement is between the Minnesota Department of Health ("MDH") and Minnesota Insurance Marketplace ("MNsure").

WHEREAS, health carriers submit health plan form and rate filings ("Filing Data") and provider network information ("Provider File Data") in order for MDH to carry out its statutory responsibilities; and

WHEREAS, the Filing Data and Provider File Data are classified as nonpublic data by Minnesota Statutes section 60A.08, subdivision 15, until the filing becomes effective; and

WHEREAS, in order to carry out its statutory responsibilities, MNsure needs access to the nonpublic data; and

WHEREAS, because there is no specific statute applicable to the nonpublic data when it is in MNsure's possession, the data disseminated by MDH to MNsure will retain the classification applicable as if it were maintained by MDH according to Minnesota Statutes section 13.03, subdivision 4; and

WHEREAS, MNsure and MDH are authorized to enter into the below agreement ("Agreement") by Minnesota Statutes section 62V.05, subdivision 1(b)(5), and section 471.59, subdivision 10.

Agreement

1. Term of Agreement

- (a) **Effective date:** May 31, 2013 or the date MNsure and MDH obtain all required signatures, whichever is later.
- (b) **Expiration date:** June 30, 2015 or until all obligations have been satisfactorily fulfilled, or until any applicable statutory authority expires, whichever comes first.

2. Information Covered by this Agreement.

Under this Agreement, MDH will be sharing with MNsure nonpublic Filing Data and Provider File Data.

3. Duties

3.1 MNsure shall:

- (a) Send authorization forms to health carriers to obtain each health carrier's authorization for MNsure to obtain the Filing Data and Provider File Data from MDH and inform MDH upon the receipt of the signed authorizations within two (2) business days;
- (b) Provide a copy of each authorization to MDH for MDH's records; and
- (c) Only use the data disseminated by MDH for the purposes authorized in each signed authorization, including:

1. To ensure that data has been successfully transmitted from the Provider File to MNsure's information technology infrastructure;
2. To facilitate identification of second lowest cost silver plans in each service area;
3. To facilitate internal MNsure user acceptance testing;
4. To facilitate internal analysis of the health plans and provider networks to be offered on MNsure;
5. To facilitate internal planning by MNsure's Board, management team and plan management staff and consultants; and
6. In accordance with Minnesota Statutes section 62V.05, subdivision 5(g), to carry out other MNsure functions related to the health carrier's participation in MNsure that would require access to each health carrier's Filing Data and Provider File Data prior to the effective date of the associated filing, including, but not limited to, the production of a federally-required cost sharing reduction file.

3.2 MDH shall:

- (a) Upon receipt of a health carrier's signed authorization, provide to MNsure the Filing Data and the Provider File Data for that health carrier not more than five (5) business days from MDH's receipt of the signed authorization.
- (b) Provide the Provider File data electronically by delivering a copy to the MNsure Policy and Plan Management Director or his/her designee.
- (c) Authorize MNsure to have supervised access to the Filing Data in the plan management area on the System for Electronic Rate and Form Filing (SERFF) maintained by the Minnesota Department of Commerce.

4. Amendments

Any amendment to this Agreement 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 agreement, or their successors in office.

5. Liability

Each party will be responsible for its own acts and behavior and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other parties and the results thereof. The liability of each party shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes section 3.736, and other applicable law.

6. Termination

Either party may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party.

7. Authorized Representatives

- (a) MDH's Authorized Representative is Irene Goldman, MDH Managed Care Systems Manager, 85 E 7th Place, Suite 220, St. Paul, MN 55101, Irene.Goldman@state.mn.us, (651)201-5166, or her successor.

(b) MNsure's Authorized Representative is Krista Fink, MNsure Privacy and Security Manager, krista.fink@state.mn.us, 81 7th Street East, Suite 300, St. Paul, MN 55101-2211, (651) 539-1322, or her successor.

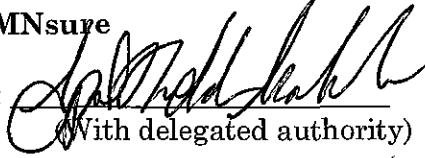
1. Minnesota Department of Health

By: 
(With delegated authority)

Title: ASSISTANT Commissioner

Date: 6.21.13

2. MNsure

By: 
(With delegated authority)

Title: Executive Director

Date: 6-26-13

Amended MNSure Data Sharing Agreement

This Data Sharing Agreement (“Agreement”) is by and between the Minnesota Insurance Marketplace a/k/a MNSure (“MNSure”) and the Minnesota Department of Human Services (“DHS”).

WHEREAS, the parties have agreed to perform services on the behalf of the other party in furtherance of administering the Minnesota Insurance Marketplace pursuant to Minnesota Statutes, section 62V.05, subdivision 7(a)(2).

WHEREAS, the parties are authorized to share protected information pursuant to Minnesota Statutes, section 62V.06, subdivisions 5(b)(4) and 5(d).

WHEREAS, MNSure and DHS are authorized to enter into the below agreement (“Agreement”) by Minnesota Statutes, section 62V.05, subdivision 1(b)(5).

WHEREAS, the parties’ data sharing agreement executed on June 27, 2013, is hereby amended to make changes to the privacy and security of federal tax information.

Agreement

1. Term of Agreement

- 1.1 **Effective date:** August 19, 2013, or the date the State obtains all required signatures, whichever is later.

- 1.2 **Expiration date:** June 30, 2015, or until all obligations have been satisfactorily fulfilled, or until any applicable statutory authority expires, whichever comes first.

2. Information Covered by this Agreement.

2.1 Under this Agreement, MNSure and DHS will be sharing one or more types of private information, collectively referred to as “protected information,” concerning individuals, employers, and/or employees participating in MNSure. “Protected information,” for purposes of this Agreement, may include any or all of the following:

- (a) Private data (as defined in Minnesota Statutes § 13.02, subd. 12), confidential data (as defined in Minn. Stat. § 13.02, subd. 3), welfare data (as governed by Minn. Stat. § 13.46), medical data (as governed by Minn. Stat. § 13.384), and other not public data governed by other sections in the Minnesota Government Data Practices Act (MGDPA), Minn. Stats. Chapter 13;
- (b) Protected health information (“PHI”) (as defined in and governed by the Health Insurance Portability Accountability Act (“HIPAA”), 45 C.F.R. § 160.103);
- (c) Federal Tax Information (“FTI”) (as defined by IRC § 6103);
- (d) Records (as defined by the Privacy Act of 1974, 5 U.S.C. § 552a; and

- (e) Other data subject to applicable State and federal statutes, rules, and regulations affecting the collection, storage, use, or dissemination of private or confidential information.

3. Duties. Each party shall:

- 3.1 Only release or disclose information which it is authorized by law or regulation to share with or disclose to the other party.
- 3.2 Obtain any required consents, authorizations, or other permissions that may be necessary for it to share information with or disclose information to the other party.
- 3.3 Notify the other party of limitations, restrictions, changes, or revocation of permission by an individual to use or disclose protected information, to the extent that such limitations, restrictions, changes or revocation may affect the other party's use or disclosure of protected information.
- 3.4 Not request the other party to use or disclose protected information in any manner that would not be permitted under law if done by the responsible party.
- 3.5 Be responsible for ensuring proper handling and safeguarding by its employees, subcontractors, and authorized agents of protected information collected, created, used, maintained, or disclosed on behalf of the other party. This responsibility includes ensuring that employees and agents comply with and are properly trained regarding, as applicable, the laws listed above in paragraph 2, and having implemented administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic protected health information at rest and in transit that it creates, receives, maintains, or transmits on behalf of the other party.
- 3.6 Comply with the "minimum necessary" access and disclosure rule set forth in the MGDPA. The collection, creation, use, maintenance, and disclosure of protected information shall be limited to that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government. Minn. Stat. § 13.05 subd. 3.
- 3.7 Report to the other party any privacy or security incident regarding the information of which it becomes aware. For purposes of this Agreement, "Security incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. "Privacy incident" means violation of the Minnesota Government Data Practices Act (MGDPA) and/or the including, but not limited to, improper and/or unauthorized use or disclosure of protected information, and incidents in which the confidentiality of the information maintained by it has been breached. This report must be made in writing and submitted to the other party immediately and in no case more than 7 days after learning of such incident.

- 3.8 Unless provided for otherwise in this Agreement, if a party receives a request to release the information referred to in this Clause, it must immediately notify the responsible party, who will give instructions concerning the release of the data to the requesting party before the data is released.
- 3.9 Not use or further disclose protected information created, collected, received, stored, used, maintained, or disseminated in the course or performance of this Agreement other than as permitted or required by this Agreement or as required by law, either during the period of this Agreement or hereafter.
- 3.10 Consistent with this Agreement, ensure that any agents (including contractors and subcontractors), analysts, and others to whom it provides protected information, agree in writing to be bound by the same restrictions and conditions that apply to it with respect to such information.
- 3.11 To the extent that any protected information is PHI:
- (a) Comply with the minimum necessary rule and limit the collection, creation, use, maintenance, and disclosure of PHI to “that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government.” See 45 C.F.R. §§ 164.502(b) and 164.514(d).
 - (b) Report any breach or security incident pursuant to the HIPAA Privacy Rule (45 C.F.R. Part 164, Subpart E). This report must be in writing and sent to the other party not more than 7 days after learning of such non-permitted use or disclosure. Such a report will at least:
 - (1) Identify the nature of the non-permitted use or disclosure;
 - (2) Identify the PHI used or disclosed;
 - (3) Identify who made the non-permitted use or disclosure and who received the non-permitted or violating disclosure;
 - (4) Identify what corrective action was taken or will be taken to prevent further non-permitted uses or disclosures;
 - (5) Identify what was done or will be done to mitigate any deleterious effect of the non-permitted use or disclosure; and
 - (6) Provide such other information, including any written documentation, as the other party may reasonably request.
 - (c) Document such disclosures of PHI and information related to such disclosures as would be required for MNsure to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
 - (d) To the extent that a party handles information that constitutes protected health information (“PHI”) in order to provide health care-related administrative services and is a “Business Associate” as defined by HIPAA, the party further agrees to:
 - (1) Make available PHI in accordance with 45 C.F.R. § 164.524.

- (2) Make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 C.F.R. § 164.526.
- (3) Comply with the limited disclosure rules set forth in the HITECH Act, HIPAA, and the MGDPA. To the extent possible, disclosures should be in a limited data set, which is largely information with the patients' identifying information removed, "to the extent practicable." Pertinent identifiers include, name and social security number; street address, e-mail address, telephone and fax numbers; certificate/license numbers; vehicle identifiers and serial numbers; URLs and IP addresses; full face photos and any other comparable images; or medical record numbers, health plan beneficiary numbers, and other account numbers. If a limited data set is not feasible, or does not meet the use or disclosure, minimum necessary should be applied. The collection, creation, use, maintenance, and disclosure of protected information shall be limited to "that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government." See, respectively, 45 C.F.R. §§ 164.514, 45 C.F.R. §§ 164.502(b) and 164.514(d), and Minn. Stat. § 13.05 subd. 3.
- (4) Make its internal practices, books, records, policies, procedures, and documentation relating to the use, disclosure, and/or security of PHI available to MNsure and/or the Secretary of the United States Department of Health and Human Services (HHS) for purposes of determining compliance with the Privacy Rule and Security Standards, subject to attorney-client and other applicable legal privileges.
- (5) Comply with any and all other applicable provisions of the HIPAA Privacy Rule, Administrative, and Security Standards, including future amendments thereto. Develop written policies and procedures for safeguarding and securing PHI and complying with HIPAA and the HITECH Act, and other privacy laws.
- (6) Designate a privacy official to be responsible for the development and implementation of its policies and procedures as required by 45 C.F.R. Part 164, Subpart E.

3.12 To the extent that any protected information is FTI, ensure that this data only be used as authorized under the Patient Protection and Affordable Care Act, the Internal Revenue Code, 26 U.S.C. § 6103(C), and IRS Publication 1075, Exhibit 7, and restrict from use for any other purpose.

3.13 Mitigate, to the extent practicable, any harmful effects known to it of a use, disclosure, or breach of security with respect to protected information by it in violation of this Agreement.

3.14 Comply with any and all other applicable provisions of the Final Exchange Privacy Rule at 45 C.F.R. § 155.260, including future amendments thereto.

4. Disposition of Data upon Completion, Expiration, or Agreement Termination.

Upon completion, expiration, or termination of this Agreement, each party will return to

the other or destroy all protected information received or created on behalf of the other for purposes associated with this Agreement. A written certification of destruction or return to is required. No party will retain copies of such protected information, provided that if both parties agree that such return or destruction is not feasible, or if a party is required by the applicable regulation, rule or statutory retention schedule to retain beyond the life of this Agreement, the party will extend the protections of this Agreement to the protected information and refrain from further use or disclosure of such information, except for those purposes that make return or destruction infeasible, for as long as the party maintains the information.

5. Amendments

Any amendment to this agreement 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 agreement, or their successors in office.

6. Liability

Each party will be responsible for its own acts and behavior and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other parties and the results thereof. The liability of each party shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section 3.736, and other applicable law.

7. Sanctions.

In addition to any liability under section 6 of Agreement, the parties acknowledge that violation of the laws and protections described above could result in limitations being placed on future access to protected information, in investigation and imposition of sanctions by the U.S. Department of Health and Human Services, Office for Civil Rights, and/or in civil and criminal penalties.

8. Termination

Either party may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

1. Minnesota Department of Human Services

By: Scott Kutz
(With delegated authority)

Title: Assistant Commissioner

Date: 8-23-13

2. Minnesota Insurance Marketplace

By: Barb Guehls
(With delegated authority)

Title: Chief Financial & Admin Officer

Date: August 23, 2013

The agency should include the Exhibit 7 language for either General Services or Technology Services, as appropriate and include the language below to the greatest extent possible, applicable to the specific situation.

CONTRACT LANGUAGE FOR GENERAL SERVICES**I. PERFORMANCE**

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be performed under the supervision of the contractor or the contractor's responsible employees.
- (2) Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.
- (3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.
- (4) No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.
- (5) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- (6) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.
- (7) (Include any additional safeguards that may be appropriate.)

II. CRIMINAL/CIVIL SANCTIONS

- (1) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of

unauthorized disclosure. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRC Sections 7213A and 7431.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

(4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors should be advised of the provisions of IRC Sections 7431, 7213, and 7213A (see Exhibit 6, *IRC Sec. 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information* and Exhibit 5, *IRC Sec. 7213 Unauthorized Disclosure of Information*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor should sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.

CONTRACT LANGUAGE FOR TECHNOLOGY SERVICES

I. PERFORMANCE

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be done under the supervision of the contractor or the contractor's employees.
- (2) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.
- (3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- (4) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- (5) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- (6) All computer systems receiving, processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.
- (7) No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.

- (8) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- (9) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.
- (10) (Include any additional safeguards that may be appropriate.)

II. CRIMINAL/CIVIL SANCTIONS:

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

(4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors should be advised of the provisions of IRC Sections 7431, 7213, and 7213A (see Exhibit 6, *IRC Sec. 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information* and Exhibit 5, *IRC Sec. 7213 Unauthorized Disclosure of Information*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor should sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION:

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.

Data Use Agreement Related to MNSure Access to SERFF Data Source

This Data Use Agreement ("Agreement") is entered into by and between the Minnesota Insurance Marketplace a/k/a MNSure ("MNSure") and the Minnesota Department of Commerce ("Commerce").

WHEREAS, MNSure is authorized under Minnesota Statutes, section 62V.05, subdivision 5 to certify and select health plans as qualified health plans ("QHPs") to be offered through the Minnesota Insurance Marketplace if certain certification requirements are met;

WHEREAS, Commerce has the responsibility to approve or disapprove health plans for offer or sale in Minnesota, both on and off MNSure, pursuant to Minnesota Statutes section 62A.02, and is the Minnesota contract authority with the National Association of Insurance Commissioners ("NAIC") for use of the System for Electronic Rate and Form Filing ("SERFF") in Minnesota;

WHEREAS, any data made available to MNSure via SERFF in accordance with this Agreement will retain the classification applicable as if it were maintained by Commerce according to Minnesota Statutes, section 13.03, subdivision 4(c) because both Commerce and MNSure are government entities, and MNSure agrees to prevent disclosure of nonpublic form and rate filing data it receives through SERFF until the effective date of the filing, unless otherwise authorized by consent or applicable state or federal law;

WHEREAS, MNSure and Commerce are authorized to enter into the Agreement by Minnesota Statutes, section 62V.05, subdivision 1(b)(5); and

WHEREAS, MNSure is authorized to enter into agreements with Commerce for services regarding review and enforcement of MNSure certification requirements for health and dental plans offered through MNSure and other services pursuant to Minnesota Statutes, section 62V.05, subdivision 7.

Agreement

1. Term of Agreement

- (a) **Effective date:** June 28, 2013, or the date the State obtains all required signatures, whichever is later.
- (b) **Expiration date:** June 30, 2015, unless otherwise terminated or extended in writing by the parties to this Agreement.

2. Information Covered by this Agreement.

"Protected information," for purposes of this Agreement, may include any or all of the following: form, rate and related information filed with the Commissioner of Commerce under section 62A.02 and classified as nonpublic data under Minnesota Statutes section 60A.08 subdivision 15 (b); nonpublic data (as defined Minn. Stat. § 13.02, subd. 9); and other not public data governed by other sections in the Minnesota Government Data Practices Act (MGDPA), Minnesota Statutes Chapter 13.

3. Access to SERFF Nonpublic Data

- a. Commerce and MNSure agree that with the health carrier's written authorization, Commerce will (1) grant MNSure supervised access to certain nonpublic form and rate filing information of the health carrier on the Plan Management area of SERFF required for MNSure to complete the certification of the QHPs to be offered by the health carrier on MNSure, and (2) at the reasonable request of MNSure staff, transfer the nonpublic data elements needed to populate MNSure's information technology infrastructure, as authorized by the health carrier.
- b. Due to the complexity of the SERFF system, especially with respect to the data filed by health carriers in templates on the Plan Management area on SERFF, Commerce may need to provide MNSure access to or transfer of some commingled data filed by the health carrier for health plans to be offered both on and off the Minnesota Insurance Marketplace, some of which MNSure may not be authorized to access or receive. In such events, MNSure agrees it will not use the unauthorized data for any purpose and will not further disclose the nonpublic information it was not authorized to access or receive.

4. Duties

- a. MNSure shall:
 - i. Obtain signed written authorization forms from health carriers granting MNSure access to the health carrier's nonpublic data on the SERFF Plan Management area, and shall provide Commerce with a copy within five business days of the receipt of the signed authorization;
 - ii. Enter into an agreement with Commerce to establish procedures for MNSure's supervised access to the health carrier's nonpublic data, including scheduling mutually acceptable and reasonable times for MNSure to access the data on the Plan Management area on SERFF, and procedures for requesting the transfer of nonpublic data elements to MNSure as authorized by the health carrier.
 - iii. Use the nonpublic data only for the purposes stated in the applicable signed health carrier authorization, including the following, if stated in the authorization:
 - 1. To complete the final steps of QHP and issuer certification process;
 - 2. To facilitate internal analysis of the QHPs and provider networks to be offered on MNSure;
 - 3. To facilitate identification of second lowest cost silver plans in each service area;
 - 4. To facilitate internal planning by MNSure's Board, management team and Plan Management staff and consultants;
 - 5. To appropriately load Health Carrier's Filings data into the MNSure information technology infrastructure to populate the MNSure web portal;
 - 6. To facilitate both internal MNSure user acceptance testing and the Health Carrier's preview of its own issuer and QHP data; and
 - 7. In accordance with Minn. Stat. § 62V.05, subd. 5 (g), to carry out other MNSure functions related to the Health Carrier's participation in MNSure that would require access to this data of the Health Carrier prior to the effective date of the associated filing. This includes, but is not limited to, the production of a federally required Cost Sharing Reduction file.

Data Use Agreement- Commerce and MNsure

- iv. Comply with Commerce supervision regarding MNsure's access to and the transfer of the nonpublic data elements from SERFF to MNsure, as authorized by the health carrier.
- v. Prevent disclosure of nonpublic form and rate filing data it receives through SERFF under the terms of this Agreement until the effective date of the filing, unless otherwise authorized by consent or applicable state or federal law;
- vi. Be responsible for ensuring proper handling and safeguarding by its employees, subcontractors, and authorized agents of protected information collected, created, used, maintained, or disclosed on behalf of Commerce. This responsibility includes ensuring that employees and agents comply with and are properly trained regarding, as applicable, the laws listed above in paragraph 2, and having implemented administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic protected information at rest and in transit that it creates, receives, maintains, or transmits on behalf of Commerce.
- vii. Comply with the "minimum necessary" access and disclosure rule set forth in the MGDPA. The collection, creation, use, maintenance, and disclosure of protected information shall be limited to that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government. Minn. Stat. § 13.05 subd. 3.
- viii. Report to Commerce any privacy or security incident regarding protected information within 24 hours of becoming aware of such incident. For purposes of this Agreement, "Security incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. "Privacy incident" means violation of the MGDPA and/or the including, but not limited to, improper and/or unauthorized use or disclosure of protected information, and incidents in which the confidentiality of the information maintained by it has been breached. MNsure agrees to promptly respond to and cooperate with any information requests of Commerce regarding investigations of such incidents.
- ix. If MNsure receives a request to release protected information referred to in this Agreement, MNsure will promptly notify Commerce and request instructions concerning the release of the data to the requesting party and will not release the protected information unless so authorized by Commerce.
- x. Not use or further disclose protected information created, collected, received, stored, used, maintained, or disseminated in the course or performance of this Agreement other than as permitted or required by this Agreement or as required by law, either during the period of this Agreement or hereafter.
- xi. Consistent with this Agreement, ensure that any agents (including contractors and subcontractors), analysts, and others to whom it provides protected information, agree in writing to be bound by the same restrictions and conditions that apply to it with respect to the use or release of protected information covered by this Agreement, including compliance with the MGDPA.

Data Use Agreement- Commerce and MNsure

- xii. Mitigate, to the extent practicable, any harmful effects known to it of a use, disclosure, or breach of security with respect to protected information by it in violation of this Agreement.
- xiii. Comply with any and all other applicable provisions of the Final Exchange Privacy Rule at 45 C.F.R. § 155.260, including future amendments thereto.

b. Commerce shall:

- i. Upon receipt of a signed authorization from a health carrier, provide to MNsure supervised access to the health carrier's nonpublic data on the Plan Management area of SERFF as specified in the signed authorization form within five business days of receiving a request from MNsure staff for such access. The data provided will remain nonpublic until the effective date of the filing except that it will be accessed by MNsure, MNsure information technology vendors, and MN.IT only to the degree necessary to perform critical MNsure functions as authorized in writing by the health carrier.
- i. Enter into an agreement with MNsure to establish agreed upon procedures for MNsure's supervised access to the health carrier's nonpublic data, including scheduling mutually acceptable and reasonable times for MNsure to access the data on the Plan Management area on SERFF, and procedures for requesting the transfer of nonpublic data elements to MNsure as authorized by the health carrier.
- ii. Notify MNsure of limitations, restrictions, changes, or revocation of permission by a health carrier to use or disclose protected information, to the extent that such limitations, restrictions, changes or revocation may affect MNsure's use or disclosure of protected information.

5. Disposition of Data upon Completion, Expiration, or Agreement Termination.

Upon revocation of any authorization of access to data currently classified as nonpublic data or upon termination of this Agreement, MNsure will securely return to Commerce or destroy all protected information received or created on behalf of Commerce for purposes associated with this Agreement, as instructed by Commerce. A written certification of destruction or return to the State Authorized Representative is required. MNsure will retain no copies of such protected information, provided that if both parties agree that such return or destruction is not feasible, or if MNsure is required by the applicable regulation, rule or statutory retention schedule to retain beyond the life of this Agreement, MNsure will extend the protections of this Agreement to the protected information and refrain from further use or disclosure of such information, except for those purposes that make return or destruction infeasible, for as long as MNsure maintains the information.

6. Amendments

Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by a duly authorized representative of MNsure or Commerce.

7. Liability

Each party will be responsible for its own acts and behavior and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other parties and the results thereof. The liability of each party shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section 3.736, and other applicable law.

8. Sanctions.

In addition to any liability under section 10 of this Agreement, the parties acknowledge that violation of the laws and protections described above could result in limitations being placed on future access to protected information, in termination of this Agreement, in investigation and imposition of sanctions by the U.S. Department of Health and Human Services, Office for Civil Rights, and/or in civil and criminal penalties. MNSure agrees to promptly respond to and cooperate with any requests of Commerce regarding investigations of incidents that could result in any such sanctions.

9. Termination

Either party may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party.

10. Authorized Representatives

- (a) Commerce's Authorized Representative is Tim Vande Hey, Deputy Commissioner, Minnesota Department of Commerce, tim.vandehey@state.mn.us, 85 7th Place East, Suite 500, St. Paul, MN 55101-2198, (651) 539-1728, or his successor.
- (b) MNSure's Authorized Representative is Krista Fink, MNSure Privacy and Security Manager, krista.fink@state.mn.us, 81 7th Street East, Suite 300, St. Paul, MN 55101-2211, (651) 539-1322, or her successor.

Minnesota Department of Commerce

By: Tim Vande Hey
(With delegated authority)

Title: Deputy Commissioner

Date: 6/26/13

MNSure

By: [Signature]
(With delegated authority)

Title: Executive Director

Date: 6-27-13

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

WHEREAS, the Minnesota Department of Health (MDH), the Minnesota Department of Commerce (Commerce) and (MMB), as agency for the Minnesota Insurance Marketplace established under Minnesota Laws 2013, Chapter 9 (MNSure) (collectively, "the Agencies") are authorized to enter into this Agreement pursuant to law, including by Minnesota Statutes, § 471.59, subdivision 10; and

WHEREAS, Public Law 111-148, known as the Patient Protection and Affordable Care Act (ACA) and rules promulgated thereunder have a number of provisions pertaining to the regulation subject to the jurisdiction of the Agencies; and

WHEREAS, Executive Order 11-30 directed the design and development of a Minnesota Health Insurance Exchange to achieve greater access to affordable, high-quality health coverage that maximizes consumer choice and minimizes adverse selection; and

WHEREAS, MMB was recently designated to be the lead agency in the design and development of MNSure/Minnesota Insurance Marketplace; and

WHEREAS, MMB (or its predecessor, Department of Commerce) has been awarded multiple Health Insurance Exchange Level 1 Establishment Grants by the U.S. Department of Health and Human Services through a Health Insurance Exchange Level 1 Establishment Grant Agreement to design and develop a Minnesota Health Insurance Exchange (Exchange) that includes enrollment, eligibility, small business health options program, plan comparison and provider information, fund aggregation and account management functions that have financial impacts across multiple agencies; and

WHEREAS, Minn. Stat. § 62V authorizes the establishment of MNSure/Minnesota Insurance Marketplace; and

WHEREAS, the ACA requires every plan sold through MNSure/Minnesota Insurance Marketplace to be certified as a Qualified Health Plan (QHP) or as a "qualified dental plan" (QDP) before being offered for sale by the MNSure/Minnesota Insurance Marketplace; and

WHEREAS, the ACA provides that the Secretary of the United States Department of Health and Human Services (HHS) shall, by regulation, establish the criteria for certification of health plans as QHPs and QDPs and specifies certain criteria to be included in such certification; and

WHEREAS, MNSure/Minnesota Insurance Marketplace is authorized to certify health plans as QHPs or dental plans as QDPs under Minn. Stat. § 62V.05, subd. 5(c) according to applicable certification requirements.

WHEREAS, the Agencies have expertise in and jurisdiction over certain requirements included

in the mandated QHP certification process; and

WHEREAS, Minnesota law authorizes MDH to issue certificates of authority to Health Maintenance Organizations (HMOs) following review of network adequacy, quality assurance and improvement standards, enrollee rights and other requirements; and

WHEREAS, MDH is required to create and annually update a set of measures by which to assess the quality of health care services offered by health care providers and issue annual public reports on provider quality, and to develop and publish reports on provider cost and quality through the Provider Peer Grouping system; and

WHEREAS, Minnesota law directs MDH to conduct data and research initiatives focused on monitoring and improving the efficiency and effectiveness of Minnesota health care (Minn. Stat., § 62J.301) and to evaluate the impact of health reform activities (Minn. Stat. § 62J.311); and

WHEREAS, Commerce enforces laws relating to insurance in the State of Minnesota, including but not limited to those relating to insurer certificates of authority, licensure, solvency, rates, benefit forms, marketing and consumer protection; and

WHEREAS, the Agencies hold a shared interest in collaborating in the development and implementation of the MNsure/Minnesota Insurance Marketplace, including ensuring that QHPs and QDPs offered through MNsure/Minnesota Insurance Marketplace meet federal and state laws and regulations including but not limited to licensing, network adequacy, and service area standards, evaluating the impact of MNsure/Minnesota Insurance Marketplace on the health insurance market, and in developing options for publicly reporting quality and provider peer grouping information in a consumer-friendly manner on a single, one-stop shopping website while maintaining all relevant administrative and data management rights and regulatory oversight obligations; and

WHEREAS, it is the intent of this Agreement to memorialize the Agencies' joint effort and establish the process by which QHP and QDP certification will take place for plans sold within MNsure/Minnesota Insurance Marketplace; and

WHEREAS, the Health Insurance Exchange Level 1 Establishment Grant Agreement requires, among other items, funding for the Agencies' staff, contracts and support costs for activities associated with the establishment and implementation of MNsure/Minnesota Insurance Marketplace; and

WHEREAS, the Minnesota state accounting system (SWIFT) budgetary and financial management role-based security can be utilized for multiagency access to financial department IDs (FINDEPT IDs) for the purpose of allocating and managing approved federal grants across multiple agencies; and

WHEREAS, it is the desire of agencies impacted by the federal Establishment grants to allow each agency to direct charge approved costs and not implement an invoice and payment process

across agencies, as described in this agreed-upon approach:

- Interagency work group plans and approves the state-wide MNsure/Minnesota Insurance Marketplace Project budget, by funding source, and by agency SWIFT expense budget FINDEPT ID.
- FINDEPT ID expense budgets are established in SWIFT only after all applicable federal CCIIO grant award, federal CMS cost allocation, and Minn. Stat. § 3.3005 approvals are obtained.
- Agency responsibility for establishing and maintaining the FINDEPT ID expense budgets in SWIFT corresponds to the underlying funding source. For example, MMB is responsible for entry in SWIFT of the FINDEPT ID expense budgets that are funded by the federal CCIIO grants.
- As an alternative to an interagency billing process, the interagency work group authorizes SWIFT security access to be granted to a limited number of employees at each agency so SWIFT accounting transactions, inquiries and reports may be processed directly against these FINDEPT IDs.

NOW, THEREFORE, it is agreed:

1. Term of Agreement

1.1 **Effective date:** March 15, 2013 or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.

1.2 **Expiration date:** This Agreement shall remain in effect until any party hereto chooses to terminate upon thirty days written notice to all parties to the Agreement.

1.3 The following definitions apply to this Agreement:

- i. **Exchange Interagency Subcabinet** is the group that is charged with: effectively executing design, development, and implementation activities for the MNsure/Minnesota Insurance Marketplace that involve multiple agencies; creating an efficient process for decision-making and issue resolution; and establishing clear communication, coordination, project management, and documentation mechanisms. It is chaired by MMB Commissioner Schowalter, or his successor; staffed by Nathan Morocco, or his successor; and includes Commissioners from the Department of Human Services (DHS), Department of Commerce (Commerce), Department of Health (MDH), Office of Enterprise Technology d/b/a MNIT Services (MN.IT), and Administration (Admin); and select MNsure/Minnesota Insurance Marketplace steering members and senior staff, as needed.
- ii. **FINDEPT ID (SWIFT Financial Department IDs)** is the 8-character code that identifies the specific budget from which payments are made.
- iii. **Indirect Costs** are all general support costs that cannot be directly charged to any agency program.
- iv. **Procurements** include: Requests for Proposals (RFPs), Contracts (both

Professional/Technical and grant contracts), Master Professional/Technical Service Contracts, Statements of Work (SOWs), Work Orders (WOs), and the purchase of Goods and Services.

- v. **SWIFT** is the Statewide Integrated Financial Tools system.
- vi. **Travel Costs** refers to reimbursement for travel and subsistence expenses actually and necessarily incurred, which must be in no greater amount than provided in the current Bargaining Units Agreements or the “Commissioners Plan” published by MMB, whichever is appropriate.

2. Duties of the Parties

2.1 MMB/MNsure/Minnesota Insurance Marketplace Shall:

- 2.1.1 Delegate authority for review and approval of certain components identified in this Interagency Agreement of QHP/QDP certification, recertification, and decertification processes to Commerce and MDH and compensate Commerce and MDH for these services in accordance with the terms of this Agreement.
- 2.1.2 Seek funding as appropriate to continue the design, development, and implementation of the MNsure/Minnesota Insurance Marketplace, including a module incorporating the display of MDH quality and provider peer grouping information in a user-friendly way. In seeking that federal funding, MMB shall collaborate with partner agencies and be cognizant of the impact that its creation and development have on both existing and future work of its partner agencies. MNsure/Minnesota Insurance Marketplace shall work with MDH to plan and implement user/usability testing activities related to the Provider Display Module and to establish a process for review and approval of provider peer grouping data prior to publishing to the display.
- 2.1.3 Fulfill the following financial management duties:
 - i. Create separate SWIFT FINDEPT IDs and budgets under each federal Establishment grant as outlined in Exhibits A and B. FINDEPT IDs shall be created to meet the needs of both MNsure/Minnesota Insurance Marketplace and the Agencies.
 - ii. Ensure cash draws and quarterly federal financial reports are processed in a timely manner to meet the needs of MNsure/Minnesota Insurance Marketplace and the Agencies.
 - iii. Obtain any and all necessary approvals/Gate Reviews required by the Center for Consumer Information and Insurance Oversight (CCIIO).
 - iv. Initiate the creation of an interagency workgroup to review SWIFT security roles for the project, review grant allocations including mid-year and end of year reallocations and other financial management processes needed to administer the multiagency financing of MNsure/Minnesota Insurance Marketplace.
 - v. The MMB staff who is authorized and has the ability through role-based

security in SWIFT to establish and adjust budgets in the SWIFT FINDEPT ID is Jackie Miller or her successor. This activity will be reported monthly and monitored by Barb Juelich or her successor, and by the interagency work group pursuant to IV. Changes in authorized staff including additional staff or replacement staff shall be communicated to all appropriate agency authorized representatives.

- 2.1.4 Manage any appeals related to QHP/QDP certification or decertification, including initiating, as appropriate, a contested case proceeding as required under Minn. Stat. § 62V.05, subd. 6.
- 2.1.5 In collaboration with Commerce, carry out and/or enforce provisions of 45 C.F.R. §§ 156.285 and 156.290 (exchange notification only).

2.2 MDH shall:

- 2.2.1 Collaborate with MNSure/Minnesota Insurance Marketplace staff in the development of the Provider Display module, including:
 - i. Determine that quality and peer grouping data and other content related to this data are accurate and ready to be publicly reported;
 - ii. Develop and maintain a database data dictionary, and other supporting materials for quality and peer grouping data and provide content expertise on the organization of this data;
 - iii. Transfer test files of summary data on health care provider quality and peer grouping, and other data files, to MNSure/Minnesota Insurance Marketplace staff or contractors as necessary for development of the functionality of the Provider Display Module. Information transferred shall be summary level data files representing a sample of facilities, and shall not include any individual private data. MDH shall clearly indicate that data are to be used for testing purposes only;
 - iv. Transfer production files of summary data on health care provider quality and peer grouping to MNSure/Minnesota Insurance Marketplace staff or contractors consistent with a schedule agreed upon by MDH and MNSure/Minnesota Insurance Marketplace. MDH shall attest to the quality and readiness of the data prior to sending to MNSure/Minnesota Insurance Marketplace.
 - v. Participate in meetings with MNSure/Minnesota Insurance Marketplace staff and contractors regarding use/interpretation of quality and provider peer grouping information, display options, content, timelines, and other relevant issues;
 - vi. Participate in the planning and implementation of user/usability testing activities related to the Provider Display module;
 - vii. Provide input to MNSure/Minnesota Insurance Marketplace staff on potential improvements to Provider Display module functionality,

- viii. appearance, and content; and Review and troubleshoot issues related to module functionality, administrative functions, security, and other technical issues.
 - ix. Work with MNSure/Minnesota Insurance Marketplace staff on providing assistance and technical expertise to create a crosswalk to link quality and peer grouping data to the MNSure/Minnesota Insurance Marketplace provider directory.
- 2.2.2 Provide cross-agency technical assistance to ensure proper use and understanding of data provided by MDH to MNSure/Minnesota Insurance Marketplace contractors.
- 2.2.3 With input from MNSure/Minnesota Insurance Marketplace and Commerce staff, develop and implement a framework for evaluation of the impact of the MNSure/Minnesota Insurance Marketplace on the Minnesota insurance and health care markets.
- 2.2.4 Provide representatives for the MNSure/Minnesota Insurance Marketplace project management structure including the steering committee and technical workgroups.
- 2.2.5 Consistent with the requirements of 45 C.F.R. § 155.1010, in addition to all other regulatory responsibilities, collaborate with Commerce and the MNSure/Minnesota Insurance Marketplace on the QHP/QDP certification, recertification and decertification processes. MDH will ensure sufficient staffing/and or qualified contractor resources are in place to carry out the following duties by August 1 of each year, including but not limited to such duties as:
 - i. **Licensure.** Confirm with the MNSure/Minnesota Insurance Marketplace that carriers seeking to participate in the MNSure/Minnesota Insurance Marketplace subject to MDH's regulatory jurisdiction are licensed consistent with relevant provisions of Minnesota Statutes.
 - ii. **QHP Issuer Benefit Information.** At least annually for plans filed subject to MDH's regulatory jurisdiction, review plan-covered benefits and cost-sharing requirements submitted by issuers via System for Electronic Rate and Form Filing (SERFF). Such review will be made to ensure all ACA requirements are met, including but not limited to:
 1. Essential Health Benefits are included.
 2. Limitations on cost sharing are met.
 3. Ensure benefit design is not discriminatory

- iii. **Network Adequacy.** Review provider network filings submitted by issuers as part of the certification process for the MNsure/Minnesota Insurance Marketplace.
- a) Conduct detailed analysis to determine if the proposed provider network(s) is adequate in terms of numbers, locations and types of providers, including mental health and substance abuse providers, to ensure that all services are accessible without unreasonable delay throughout the QHP/QDP's service area.
 - b) Review will apply the standards of Minn. Stat. § 62D.124 and Minn. Rules chapter 4685.3300, subpart 9.
 - c) Analysis must include review of any adequacy standards contained in the ACA and federal Exchange regulations as well as in Minnesota law and rules.
 - d) Review and approve or deny all requests for a waiver submitted by an issuer.
 - e) Update the status of the proposed provider network(s) via the SERFF database.
 - f) Reviews will be completed within 90 days of receipt of the network filing or by August 1 of each year.
 - g) Review provider termination notices to determine if any termination will cause the QHP's provider network to no longer meet network adequacy standards. If so, notify MNsure/Minnesota Insurance Marketplace of this determination.
 - h) Require the issuer to file its plan for addressing the network insufficiency with MDH, including notification letters, waiver requests and continuity of care information; monitor the plan and inform MNsure/Minnesota Insurance Marketplace when the network has been corrected. Should the network insufficiency not be corrected, notify MNsure/Minnesota Insurance Marketplace that the network no longer meets adequacy standards of state law.
 - i) Review all service area expansions submitted by issuers to determine if the QHP provider network will be adequate in terms of numbers, locations and type of providers.
 - j) Review all waiver requests to determine if a waiver from network adequacy standards should be granted.
 - k) Review networks for participation by Essential Community Providers consistent with Minn. Stat. § 62Q.19, and 45 CFR § 156.235
- iv. **Services Areas.** Conduct the review of proposed service areas for each QHP/QDP to be offered on MNsure/Minnesota Insurance Marketplace.
- a) Inform issuers of any supplemental material including maps that must be filed for proposed service areas in addition to data included on the standard template available through SERFF.

- b) Consistent with section 2.2.8 of this Interagency Agreement, work with MNsure/Minnesota Insurance Marketplace staff to determine how MDH will evaluate service area filings to ensure proposed service areas meet certification criteria in 2c, 2d, and 2e below.
 - c) Notify issuers that the proposed service area filing must contain an affirmative showing that the service area is being established without regard to racial, ethnic, language, health-status, or other factors that exclude specific high utilizing, high cost or medically-underserved populations.
 - d) For each proposed service area, using the identified standards, determine if each QHP has been established without regard to racial, ethnic, language, health status-related factors specified under section 2705(a) of the PHS Act, or other factors that exclude specific high utilizing, high cost or medically underserved populations.
 - e) For each proposed service area that is smaller than one county, notify issuers that the filing must contain an affirmative showing that the smaller service area is necessary, nondiscriminatory, and in the best interest of the qualified individuals and employers.
 - f) Update the status of each proposed service area in SERFF to indicate whether the service area meets or does not meet all of the minimum criteria under the ACA.
- v. **Other functions.** Carry out and/or enforce the provisions of 45 C.F.R. §§ 156.210, 156.225 (benefit design), 156.250, and 156.280 for plans subject to MDH jurisdiction. Carry out and/or enforce the provisions of 45 C.F.R. §§ 156.230, 156.235, 156.245, 156.275, and 156.295.

2.2.6 On an annual basis and in coordination with Commerce, review written attestations and other submissions made by carriers submitted through an established recertification process and provide determinations to the MNsure/Minnesota Insurance Marketplace on whether certification criteria reviewed by MDH continue to be met. These determinations must be made by August 1 of each year.

2.2.7 Provide technical assistance to MNsure/Minnesota Insurance Marketplace in appeals related to decertification/non-certification of a QHP/QDP under Minn. Stat. § 62V.05, subd. 6., to the extent decertification of a QHP or QDP is based on a determination of one or more certification criteria evaluated by MDH, assist the MNsure/Minnesota Insurance Marketplace in the appeal process.

- 2.2.8 To the extent the federally required certification process involves functions or aspects of functions that extend beyond current Commerce and MDH statutory authority, consult with the MNSure/Minnesota Insurance Marketplace prior to carrying out its review process to ensure mutual understanding and agreement on the application of a particular policy.
- 2.2.9 Provide project management services for MDH duties outlined in this section.
- 2.2.10 Fulfill the following financial management duties:
- i. Participate in the interagency workgroup identified in Section 2.1.3.
 - ii. Administer SWIFT multi-agency FINDEPT IDs with approved security access.
 - iii. Allow MMB access to FINDEPT IDs according to security roles established by the interagency workgroup.
 - iv. Obtain approval for procurements from the MNSure/Minnesota Insurance Marketplace with the exception of general supplies, computers and similar equipment for approved staff, and other general administrative support costs such as rent, communications, and network access.
 - v. Assign approved staff to appropriate FinDept for funding.
 - vi. Obtain approval from MNSure/Minnesota Insurance Marketplace for assigning staff costs to FinDept when the position was not included in the grant.

2.3 Commerce shall:

- 2.3.1 Consistent with the requirements of 45 C.F.R. § 155.1010, in addition to all other regulatory responsibilities, and prior to the beginning of the relevant open enrollment period, collaborate with MDH and MNSure/Minnesota Insurance Marketplace on the QHP/QDP certification, recertification and decertification process. Commerce will ensure sufficient staffing/and or qualified contractor resources are in place to carry out the following duties by August 1 of each year:
- i. **Licensure.** Confirm with MNSure/Minnesota Insurance Marketplace that carriers seeking to participate in MNSure/Minnesota Insurance Marketplace subject to Commerce's regulatory jurisdiction are licensed consistent with relevant provisions of Minnesota Statutes.
 - ii. **QHP Issuer Rate and Benefit Information.** Review plan rates, covered benefits, and cost-sharing requirements submitted by issuers via the System for Electronic Rate and Form Filing (SERFF) at least annually. Such review will be made to ensure ACA requirements are met, including, but not limited to the following:
 1. Essential Health Benefits are included.
 2. Limitations on cost sharing are met.

3. Actuarial value/metal level requirements are met.
 4. Ensure benefit design is not discriminatory.
- iii. **Marketing practices.** Ensure applicable state laws are met regarding marketing by health plan issuers and that marketing practices do not discourage enrollment of persons with significant health needs.
 - iv. **Other functions.** Carry out and/or enforce the provisions of 45 C.F.R. §§ 156.210, 156.225 (benefit design), 156.250, 156.280, and 156.290 for plans subject to Commerce jurisdiction. Carry out and/or enforce the provisions of 45 C.F.R. §§ 156.220, 156.225 (marketing), 156.250, 156.255, 156.260, 156.265, and 156.270. In collaboration with MNsure/Minnesota Insurance Marketplace, carry out and/or enforce the provisions of 45 C.F.R. §§ 156.285 and 156.290.
- 2.3.2 Determine access rights to SERFF under existing contract relations and provide access to MDH within agreed upon parameters.
 - 2.3.3 Where required under federal rules, collect information on transparency measures described in 45 C.F.R. § 156.220 from QHP/QDP issuers in accordance with the ACA and any further regulations or guidance issued by the United States Department of Health and Human Services on these reporting requirements.
 - 2.3.4 On an annual basis and in coordination with MDH, review written attestations and other submissions made by carriers submitted through an established recertification process and provide determinations to MNsure/Minnesota Insurance Marketplace on whether certification criteria reviewed by Commerce continue to be met. These determinations must be made by August 1 of each year.
 - 2.3.5 To the extent the federally required certification process involves functions or aspects of functions that extend beyond current Commerce statutory authority, consult with MNsure/Minnesota Insurance Marketplace prior to carrying out its review process to ensure mutual understanding and agreement on the application of a particular policy.
 - 2.3.6 Fulfill the following financial management duties:
 - i. Participate in the interagency workgroup identified in Section 2.1.3.
 - ii. Administer SWIFT multi-agency FINDEPT IDs with approved security access.
 - iii. Allow MMB access to FINDEPT IDs according to security roles established by the interagency workgroup.
 - iv. Obtain approval for procurements from MNsure/Minnesota Insurance Marketplace with the exception of general supplies, computers and similar equipment for approved staff, and other general administrative support costs such as rent, communications, and network access.

- v. Assign approved staff to appropriate FinDept for funding.
- vi. Obtain approval from MNSure/Minnesota Insurance Marketplace for assigning staff costs to FinDept when the position was not included in the grant.

2.3.7 Provide technical assistance to MNSure/Minnesota Insurance Marketplace in appeals related to the decertification/non-certification of a QHP/QDP under 62V.05, subd. 6, to the extent the decertification/non-certification of an issuer, QHP or QDP is based on one or more of the certification criteria evaluated by Commerce.

2.4 All Parties shall:

- 2.4.1 Participate with other agencies in an interagency workgroup identified in Section 2.1.3. The workgroup shall:
- i. Review the monthly reports regarding transfer of funds within and among all accounts to ensure accuracy.
 - ii. Be the first level hearing to resolve any disputes regarding these accounts.
 - iii. Escalate any disputes that cannot be resolved at this level to the Exchange Interagency Subcabinet.
 - iv. Recommend roles and responsibilities between the MN sure/Minnesota Insurance Marketplace and other agencies related to the financial management and budget operations of federal Establishment grants.
 - v. Recommend SWIFT security roles to be utilized as part of the multi-agency financial management and budget operations of the federal Establishment grants.
 - vi. Recommend mid-year and end of year reallocation of federal Establishment grants.
 - vii. Review business process issues with the SWIFT security roles implemented and recommend adjustments.
 - viii. The workgroup shall report its findings and recommendations to designated leadership in the MNSure/Minnesota Insurance Marketplace Multi-Agency Governance Structure.
- 2.4.2 Participate in audit or compliance activities necessary to meet any federal or state oversight requirements relating to functions carried out under this Agreement. These compliance reviews may include participating in monitoring activities to ensure the timely detection of errors, fraud, waste, and abuse; allowing for certification of performance of agreed-upon procedures; and participating in timely remediation of any findings and recommendations that arise from federal or state audit reviews.

3. Consideration and Payment

- 3.1 All services provided by each agency under this Agreement must be performed to the mutual satisfaction of all parties, as determined at the discretion of each agency's Authorized Representative.
- 3.2 All costs incurred by the Agencies under this Agreement shall be directly charged to appropriate FINDEPT ID according to Exhibits A and B. Direct charges shall only proceed after approval for grant funding has been received by MMB from CCIIO and state approvals under Minn. Stat. § 3.3005 have been obtained.
- 3.3 Modifications to Exhibits A and B may be made by mutual agreement of the workgroup identified in Section 2.1.3 without revision of this Agreement, but such mutual agreement must be made in writing. Modifications related to travel costs may be made by Barb Juelich, MNsure/Minnesota Insurance Marketplace Chief Financial Officer, in consultation with the affected Agencies without the full workgroup.
- 3.4 With prior approval by Barb Juelich, MNsure/Minnesota Insurance Marketplace Chief Financial Officer, reasonable and necessary travel costs incurred by the Agencies in carrying out the duties outlined in this Agreement may be directly charged by the Agencies to appropriate FINDEPT IDs. Upon approving travel, Barb Juelich will increase budget amounts in appropriate FINDEPT IDs and notify the workgroup identified in Section 2.4.1 of the changes to Exhibits A and B.
- 3.5 Cost incurred under Exhibit A and B prior to execution of this Agreement may be included as part of this Agreement.

4. Authorized Representatives

- 4.1 The MDH Authorized Representative is MDH Assistant Commissioner, Ellen Benavides, 625 Robert Street North, St. Paul, MN 55164-0975, 651-201-3565 or her successor.
- 4.2 The Commerce Authorized Representative is Commerce Deputy Commissioner, Tim Vande Hey, 85 7th Place East, Suite 500, St. Paul, MN 55101-2198, 651-297-7030, or his successor.
- 4.3 MMB Authorized Representative is April Todd-Malmlov, MN sure/Minnesota Insurance Marketplace Director, 85 7th Place East, Suite 500, St. Paul, MN 55101-2198, 651-296-6588, or her successor.

5. Amendments

- 5.1 Any amendment to this Agreement 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 Agreement,

or their successors in office.

6. Liability

6.1 Each party will be responsible for its own acts and behavior and the results thereof.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signed: *Jennifer Herota*
Date: *4/22/13*

Contract - 61408

2. Department of Health

By: *[Signature]*
(With delegated authority)

Title: *4-24-13*

Date: *ASSISTANT COMMISSIONER*

2. Department of Commerce

By: *Jim Vander Hey*
(With delegated authority)

Title: *Deputy Commissioner*

Date: *4/23/13*

3. Minnesota Management and Budget

By: *Dimi*
(With delegated authority)

Title: *CFO*

Date: *4/25/13*

or their successors in office.

6. Liability

6.1 Each party will be responsible for its own acts and behavior and the results thereof.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signed: Jennifer Henstien

Date: 4/22/13
#61408

2. Department of Health

By: [Signature]
(With delegated authority)

Title: ASSISTANT COMMISSIONER

Date: 4/24/13

2. Department of Commerce

By: Jim Vander Hey
(With delegated authority)

Title: Deputy Commissioner

Date: 4/23/13

3. Minnesota Management and Budget

By: _____
(With delegated authority)

Title: _____

Date: _____

Attachment A - Budget for MDH Work Supported by Health Insurance Exchange Grant

January 25, 2013

Employee Compensation			September 2012 Grant		January 2013 Grant	
Position	FTE	Ann Salary	Months	Total	Months	Total
QHP - Network Adequacy and Quality Review	12.0	75,010	4	300,040	11	825,110
QHP – IT Maintenance	1.0	98,527	4	32,842	5	41,053
Evaluation - Health Economics Director	0.1	93,380	4	3,113	11	8,560
Evaluation Frame - Health Economics Asst. Dir	0.1	74,642	4	2,488	11	6,842
Evaluation Implem - Health Economics Asst. Dir	0.2	74,642	0	-	12	14,928
Evaluation Frame - Health Economics Analyst	0.4	72,036	4	9,605	11	26,413
Evaluation Implem- Health Economics Analyst	0.6	72,036	0	-	12	43,222
MDH HIX Project Manager	1.0	62,000	0	-	11	56,833
<i>Salary Subtotal</i>				348,088	1,022,961	
Fringe at 31.8%				110,692	325,302	
<i>Employee Compensation Line-Item Total</i>				458,780	1,348,263	
Contracts						
Evaluation Methodology Analysis				75,000	0	
<i>Contracts Line-Item Total</i>				75,000	-	
Supplies and Equipment						
Computers				16,900	-	
Supplies				6,800	20,525	
Communications/printing/misc				5,440	16,420	
<i>Supplies and Equipment Line-Item Total</i>				29,140	36,945	
Indirect						
14% capped indirect, standard MDH methodology				71,809	193,929	
<i>Indirect Line-Item Total</i>				71,809	193,929	
Grand Total				634,729	1,579,137	

Attachment B - Budget for Commerce Work Supported by Health Insurance Exchange Grant

February 1, 2013

Employee Compensation Position	September 2012 Grant				January 2013 grant	
	FTE	Ann Salary	Months	Est Cost	Months	Total
Commerce Rate Analysis	3.0	\$72,036	4	72,036	11	198,097.8
Commerce - Policy Forms Analysis	3.0	\$72,036	4	72,036	11	198,097.8
Commerce - Policy Review Cooredinator	1.0	\$72,036	4	24,012	11	66,032.6
Commerce SPA Director(prorate)	0.5	\$91,350	4	15,225	11	41,868.8
Commerce Enforcement/Complaint Review	2.0	\$72,390	0	-	3	36,195.2
Salary Subtotal				183,308		540,292
Fringe at 31.8%				58,292		171,813
Employee Compensation Line-Item Total				241,600		712,105
Contracts				Est Cost		
Policy Forms Analysis				812,500		
Contracts Line-Item Total				812,500		-
Supplies and Equipment				Est Cost		
Computers				9,750		
Supplies				3,750		11063
Rent				6,500		19175
Communications/printing/misc				3,000		8850
Supplies and Equipment Line-Item Total				23,000		39,088
Indirect				Est Cost		
14% direct charged salaries and fringe				40,544		105,167
Indirect Line-Item Total				40,544		105,167
Grand Total				1,117,644		856,360