



May 3, 2018

Senator Michelle R. Benson  
Room 3109 Minnesota Senate Bldg.  
St. Paul, MN 55155

Senator Tony Lourey  
Room 2211 Minnesota Senate Bldg.  
St. Paul, MN 55155

Senator Jim Abeler  
Room 3215 Minnesota Senate Bldg.  
St. Paul, MN 55155

Senator Jeff Hayden  
Room 2209 Minnesota Senate Bldg.  
St. Paul, MN 55155

Representative Matt Dean  
401 State Office Building  
St. Paul, MN 55155

Representative Erin Murphy  
331 State Office Building  
St. Paul, MN 55155

Representative Joe Schomacker  
509 State Office Building  
St. Paul, MN 55155

Representative Tina Liebling  
237 State Office Building  
St. Paul, MN 55155-1298

Dear Legislators,

This letter and attached documents are being sent to you in accordance with Minnesota Statute 62V.05, subdivision 12, the attached documents contain all interagency agreements and intra-agency transfers occurring during the 3rd quarter (January – March 2018) of FY18. As required under Minnesota Statute, section 62V.05, subdivision 12, this report includes:

- “(1) interagency agreements or service-level agreements and any renewals or extensions of existing interagency or service-level agreements with a state department under section 15.01, state agency under section 15.012, or the Office of MN.IT Services, with a value of more than \$100,000, or related agreements with the same department or agency with a cumulative value of more than \$100,000; and
- (2) transfers of appropriations of more than \$100,000 between accounts within or between agencies.”

Included within this report are copies of all interagency agreements and service level agreements to which MNsure was a party during the 3<sup>rd</sup> quarter of FY18.

Thank you for the opportunity to share this information. Please direct any questions you might have to Patrick McQuillan, Government Relations Manager, at 651.539.1365 or [Patrick.McQuillan@state.mn.us](mailto:Patrick.McQuillan@state.mn.us).





Sincerely,

A handwritten signature in blue ink, appearing to read "Nathan".

Nathan Clark  
Acting Chief Executive Officer



## MNSure Interagency Agreement /Service Level Agreements

Quarter Ending March 31, 2018

#	Purpose	Agreement Type	Requesting Agency/Div.	Responding Agency/DIV.	Effective date and duration	Statutory Authority	Dollar Amount
	MNSure and DHS Agreement (IAK 127690)	IAA	DHS	MNSure	7/1/17-6/30/19	Minn Stat §§ 62V.05, 471.59	\$ 18,721,000.00
	MNSure and Office of MN.IT Services Service Level Agreement	SLA	MNSure	MN.IT	2/6/15 - ongoing	Minn Stat §§ 62V.05, 16E	ongoing
	MNSure, Commerce and MDH Agreement (IAK 61408)	IAA	MNSure	Commerce/MDH	4/25/13 - ongoing	Minn Stat §§ 62V.05, 471.59	MDH Budget FY 18 - \$200,000.00; Commerce - \$0.00
	MNSure and AGO agreement (IAK128201)	IAA	MNSure	AGO	7/1/2017 - 6/30/2019	Minn Stat §§ 62V.05, 471.59	\$ 2,500.00
	Management Analysis and Development Services MNSure Audit (IAK 100624)	IAA	MNSure	Minnesota Management and Budget	9/8/2015 - 6/30/2018	Minn Stat §§ 62V.05, 471.59	\$ 282,000.00

## Amendment 1 to Contract 127690

Contract Start Date:	<u>July 1, 2017</u>	Total Contract Amount:	<u>\$18,721,000</u>
Original Contract Expiration Date:	<u>June 30, 2019</u>	Original Contract:	<u>\$11,763,000</u>
Current Contract Expiration Date:	<u>June 30, 2019</u>	Previous Amendment(s) Total:	<u>\$0</u>
Requested Contract Expiration Date:	<u>June 30, 2019</u>	This Amendment:	<u>\$6,958,000</u>

This amendment is by and between the State of Minnesota, through its Commissioner of the Department of Human Services ("DHS") and MNSure ("MNSURE").

### Recitals

1. The State has an agreement with MNSURE identified as "STATE OF MINNESOTA DEPARTMENT OF HUMAN SERVICES & MNSURE INTERAGENCY AGREEMENT", Contract Number 127690, to provide standard, centralized administrative services to MNSURE to enable administrative efficiency.
2. DHS and MNSURE agree that additional funds are necessary for the satisfactory completion of the contract.
3. DHS and MNSURE are willing to amend the Original Contract as stated below.

### Contract Amendment

In this Amendment, changes to pre-existing Contract language will use ~~strike-through~~ for deletions and underlining for insertions.

**REVISION 1.:** Clause 1.C "**Consideration**" is amended as follows:

**C. Consideration.** Consideration for all human resource services performed by DHS pursuant to this Agreement shall be paid by MNSure at an annual cost of two hundred thousand dollars (\$200,000), unless otherwise stated in Exhibit A-A-1, Budget, as amended, which is attached and incorporated into this Agreement.

**REVISION 2.** Clause 1.2.C. "**Consideration**" is amended as follows:

**C. Consideration.** Consideration for all financial operation services performed by DHS pursuant to this Agreement shall be paid by MNSure at an annual cost one hundred fifty thousand dollars (\$150,000), unless otherwise stated in Exhibit A-A-1, Budget, as amended.

**REVISION 3.** Clause 1.3.C. "**Consideration**" is amended as follows

**C. Consideration.** Consideration for all procurement services performed by DHS pursuant to this Agreement shall be paid by MNSure at an annual cost one hundred thousand dollars (\$100,000), unless otherwise stated in Exhibit A-A-1, Budget, as amended.

**REVISION 4.** Clause 1.4.C. "**Consideration**" is amended as follows

**C. Consideration.** Consideration for all background study services performed by DHS pursuant to this Agreement shall be paid by MNSure at a rate of fifteen dollars (\$15) per background study. The estimated annual cost to MNSURE is twenty five thousand dollars (\$25,000), unless otherwise stated in Exhibit A-A-1, Budget, as amended.

**REVISION 5.** Clause 1.6.C. "**Consideration**" is amended as follows

**C. Consideration.** Consideration for all fair hearing appeal adjudication services performed by DHS pursuant to this Agreement shall be paid by MNSure based on actual case counts and DHS' standard quarterly cost allocation process for appeals adjudication. Appeal adjudications resulting in a decision only on MNSure eligibility issue(s) listed in Exhibit D will be allocated completely to MNSure. Appeal adjudications resulting in a decision only on MNSure eligibility issue(s), Medicaid issue(s), and MinnesotaCare (Basic Health Plan) issue(s) will be allocated 1/3 to MNSure and 2/3 to DHS. Appeal adjudications resulting in a decision on both MNSure eligibility issue(s) and Medicaid issue(s), but not otherwise



Amendment 1 to Contract 127690

specified (i.e., "COMBO" appeals), will be allocated 50/50 between MNSure and DHS. The estimated annual cost to MNSURE is eight hundred thirty seven thousand dollars (\$837,000), unless otherwise stated in Exhibit A-A-1, as amended.

**REVISION 6.** Clause 1.7.C. "**Consideration**" is amended as follows

**C. Consideration.** Consideration for all receipt center services performed by DHS pursuant to this Agreement shall be paid by MNSure based on actual MNSure service utilization multiplied by the current applicable Receipt Center Rate. The estimated annual cost to MNSure is ten hundred thousand dollars (\$10,000), unless otherwise stated in Exhibit A-A-1, Budget, as amended.

**REVISION 7.** Clause 1.8.C. "**Consideration**" is amended as follows:

**C. Consideration.** Consideration for all issuance operation services performed by DHS pursuant to this Agreement shall be paid by MNSure based on actual MNSure service utilization multiplied by the current applicable Issuance Operations Center rate multiplied by the applicable MNSure/DHS cost allocation ratio. The remaining annual cost billed to MNSure for FY2017 is \$338,000 and the estimated annual cost to MNSure for FY2018 is \$725,000 for a total amount of is seven hundred twenty five thousand dollars (\$725,000) one million sixty three thousand dollars (\$1,063,000), unless otherwise stated in Exhibit A-A-1, Budget, as amended.

**REVISION 8.** Clause 1.9.C.1 "**Consideration**" is amended as follows

1. For quality assurance services provided by DHS as outlined in the Translation MOU, MNSure shall pay DHS an annual cost of seven thousand dollars (\$7,000.00), unless otherwise stated in Exhibit A-A-1.

**REVISION 9.** Clause 1.10.C. "**Consideration**" is amended as follows:

**C. Consideration.** Consideration for all IT support services performed by DHS pursuant to this Agreement shall be paid by MNSure based on actual MN.IT@DHS staff hours coded to AC2 code 47043. The estimated annual cost to MNSure is one hundred eighty thousand dollars (\$180,000), unless otherwise stated in Exhibit A-A-1, Budget, as amended.

**REVISION 10.** Clause 2.1.C. "**Consideration**" is amended as follows

**C. Consideration.** Consideration for all METS System Operations services performed by DHS pursuant to this Agreement shall be paid by MNSure in accordance with the federally approved DHS PACAP. The estimated annual cost to MNSure is two million nine hundred forty five thousand dollars (\$2,945,000), unless otherwise stated in Exhibit A-A-1 and the line item budget set forth in Exhibit A-A-1, as amended.

**REVISION 11.** Clause 2.2.D "**Consideration**" is amended as follows

**D. Consideration.**

1. **Phase 1.** Consideration for all Phase 1 METS System Development services performed by DHS pursuant to this Agreement shall be paid by MNSure based on the DHS PACAP and in accordance with the estimated annual cost of \$1,005,000 one million six hundred twenty five thousand dollars (\$1,625,000), unless otherwise stated in Exhibit A-A-1 and line item budget, as amended.

**REVISION 12.** New clause 2.3 "**METS System Development-QHP**" is added as follows:

**A. Scope of Work.** DHS through MN.IT@DHS shall provide METS System Development-QHP services associated with the implementation and enhancement of MNSure's state-based Health Insurance Exchange as authorized by the METS Executive Steering Committee, and cost allocated in accordance with federally approved DHS PACAP.

**B. Authorized Representatives.**

1. DHS' authorized representative in regards to METS System Development-QHP services is Alex Kotze, Chief Financial Officer, or her successor.

Amendment 1 to Contract 127690

2. MNsure's authorized representative in regards to METS System Development-QHP services is Kari Koob, Chief Financial Officer, or her successor.
3. Each representative shall have final authority for acceptance of METS System Development-QHP services of the other party and shall have responsibility to insure that all payments due to the other party with respect to METS System Development-QHP services are made pursuant to the terms of this Agreement.

C. **Consideration.** Consideration for all METS System Development-QHP performed by DHS pursuant to this Agreement shall be paid by MNSURE based on the DHS PACAP. The estimated annual cost to MNsure is six million dollars (\$6,000,000) unless otherwise stated in Exhibit A-1 and the line item budget, as amended.

**REVISION 13.** Clause 3.2.C "**Consideration**" is amended as follows

C. **Consideration.** Consideration for all occupancy and IT support indirect costs under this Agreement shall be paid by MNsure. Consideration under this Section is based on the annual occupancy and IT support cost per DHS/@DHS FTE multiplied by the FTE positions attributable to this IAA. The estimated annual fixed indirect cost to MNsure is two hundred thousand dollars (\$200,000.00), unless otherwise stated in Exhibit A-A-1, Budget, as amended.

**REVISION 14.** Clause 4.B "**Estimated Payments**" is amended as follows

B. **Estimated Payments.** Under the above referenced Interagency Agreement, the parties acknowledge that DHS has a separate and independent obligation to pay MNsure for MNsure administrative costs attributable to the DHS' public health care programs according to the DHS Public Assistance Cost Allocation Plan ("PACAP"). The estimated amounts are as follows:

1. SFY2018: ~~\$14,379,000~~ \$14,238,000
2. SFY2019: \$14,464,000

The amounts in this Section are estimates only. This Agreement does not obligate DHS to pay MNsure the amounts estimated in this Section for any service performed in this Agreement or the Interagency Agreement referenced in Paragraph 1 of this section.

**REVISION 15.** Clause 5.B. "**Consideration**" is amended as follows

B. **Consideration.** Consideration for all services performed by DHS pursuant to this Agreement shall be paid by MNsure in accordance with the allocations set forth in Exhibit A A-1, as amended, which is attached and incorporated into this Agreement.

**REVISION 16.** Clause 5.D. "**Total Obligation**" is amended as follows

D. **Total Obligation.**

1. **MNsure Business Operations Services.** The total obligation of MNsure for all compensation and reimbursements to DHS for non-IT related services under this agreement shall not exceed four million eight hundred six thousand dollars (\$4,806,000) ~~four million four hundred sixty-eight thousand dollars (\$4,468,000)~~, unless otherwise stated in Exhibit A A-1, as amended.
2. **METS Services.** The total obligation of MNsure for all compensation and reimbursements to DHS for IT related services under this Agreement shall not exceed **thirteen million five hundred and fifteen thousand dollars (\$13,515,000)** ~~six million eight hundred ninety-five thousand dollars (\$6,895,000)~~, unless otherwise stated in Exhibit A A-1, as amended.
3. **Occupancy and IT Support Indirect Costs.** The total obligation of MNsure for all compensation and reimbursements to DHS for occupancy and IT support indirect costs under this Agreement shall not exceed four hundred thousand dollars (\$400,000), unless otherwise stated in Exhibit A A-1, as amended.

## Amendment 1 to Contract 127690

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

### 1. STATE ENCUMBRANCE VERIFICATION

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

Signed: [Signature]

Date: 3-19-18

SWIFT Contract No. 127690

### 3. DHS

Individual certifies the applicable provisions of Minn. Stat. §16C.08, subdivisions 2 and 3 are reaffirmed.

By: [Signature]

Title: (with delegated authority)

Date: 3/23/18

### 2. MNSURE

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

By: [Signature]

Title: CFO

Date: 3/22/2018

By: \_\_\_\_\_

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

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

Distribution:  
Agency  
Contractor  
State's Authorized Representative - Photo Copy

## EXHIBIT A-1 Interagency Agreement Budget

Section (i.e. services to be provided)	Basis for Amount Charged	Authorized Representative		Original Maximum Charge Amount		Amended Maximum Charge Amount	
		MNsure / Kari Koob	DHS / Alex Kotze	FY2018	FY2019	FY2018	FY2019
1.1 Human Resources	Fixed	Dave Rowley	Connie Jones	200,000	200,000	200,000	
1.2 Financial Operations	Fixed	Gerald Wood	Terri Engel	150,000	150,000	150,000	
1.3 Procurement	Fixed	Stacey D'Andrea Katie DeGrio Channing	Mike LaValle	100,000	100,000	100,000	
1.4 Background Studies	Variable	Christina Wessel	Carolyn Ham	25,000	25,000	25,000	
1.5 Internal Audits	Variable	John Nyanjom	Gary Johnson	0	0		
1.6 Fair Hearing and Appeals	Variable	Jessica Kennedy	Inta Stellers	837,000	837,000	837,000	
1.7 Receipts Center	Variable	Gerald Wood	Terri Engel	10,000	10,000	10,000	
1.8 Issuance Operations Center	Variable	Gerald Wood	Terri Engel	725,000	725,000	1,063,000	
1.9 Equal Opportunity and Access	Fixed	Jessica Kennedy	Zecharias Hailu	7,000	7,000	7,000	
1.10 MNsure IT Managerial and Operations Support	Fixed Variable	Kari Koob	Marty Cammack	180,000	180,000	180,000	
<b>Total Business Operation Services</b>				<b>2,234,000</b>	<b>2,234,000</b>	<b>2,572,000</b>	<b>0</b>
2.1 METS System Operations	Variable	Kari Koob	Alex Kotze	2,945,000	2,945,000	2,945,000	
2.2 METS System Development							
Phase 1	Variable	Kari Koob	Alex Kotze	1,005,000	0	1,625,000	
Phase 2				0	0	0	
2.3 METS System Development-QHP	Variable	Kari Koob	Alex Kotzke	0	0	6,000,000	
<b>Total METS Services</b>				<b>3,950,000</b>	<b>2,945,000</b>	<b>10,570,000</b>	<b>0</b>
<b>3. Occupancy and IT Support Indirect Costs</b>	Fixed	Kari Koob	Marty Cammack	200,000	200,000	200,000	
<b>Total Interagency Agreement</b>				<b>6,384,000</b>	<b>5,379,000</b>	<b>13,342,000</b>	<b>0</b>

## **Amendment No. 1 to Interagency Agreement for MNsure Participation in the Administration of the Minnesota State Plan for Services Under Title XIX**

This Amendment is by and between the State of Minnesota, through its Chief Executive Officer of MNsure ("MNsure"), and the Commissioner of Minnesota Department of Human Services ("DHS").

### **Recitals**

1. DHS and MNsure entered into an Interagency Agreement, identified as "Interagency Agreement for MNsure Participation in the Administration of the Minnesota State Plan for Services Under Title XIX" ("Agreement"), to acknowledge that services furnished by MNsure help DHS identify, determine eligibility for, and enroll individuals into DHS' public health care programs.
2. DHS and MNsure wish to amend the Agreement to include additional terms and understandings.
3. The purpose of the Agreement shall memorialize MNsure's and DHS' joint understanding regarding the Parties' role and responsibilities regarding MNsure's participation in the administration of the Minnesota State Plan for Services under Title XIX.
5. MNsure and DHS are willing to amend the Agreement as stated below.

Therefore the Parties agree as follows:

In this Amendment, changes to pre-existing Contract language will use ~~strike-through~~ for deletions and underlining for insertions.

### **Interagency Agreement for MNsure's Participation in the Administration of the Minnesota State Plan for Services Under Title XIX**

#### **Intent of Agreement**

The Department of Human Services is designated as the Medicaid Agency for the State of Minnesota and, as such, is responsible for management and oversight of Medical Assistance (MA), which is Minnesota's Medicaid program. The day-to-day operations of MNsure play an important role in the Department of Human Services' outreach and enrollment strategies for Minnesotans seeking the services of public health coverage programs and services, including MinnesotaCare and Medicaid. Through this agreement, the Department of Human Services and MNsure are ~~formally~~ recognizing that work performed by MNsure benefits public health programs and MNsure expenditures will be included, as necessary, in the Department of Human Services public assistance cost allocation plan and operational advance planning documents.

This agreement confirms that the services furnished by MNsure help the Department of Human Services to outreach, identify, intake, accept, determine eligibility for, and formally enroll individuals and their families into the entire range of public and private health insurance programs, including individual qualified health insurance plans, plans for small employers (Minnesota's SHOP plans), the basic health insurance plan (MinnesotaCare), and medical assistance services available for those qualifying for Medicaid. It is understood that the basis for billing will be the operational advance planning document and the quarterly operation of the public assistance cost allocation plan. It is further understood that any billing will be based on the actual cost incurred.

### **Performance**

Beginning, January 1, 2015, MNsure shall provide to the Department of Human Services a variety of services related to Medicaid eligibility determination and enrollment activities including, but not limited to application, on-going case maintenance and renewal activities, policy, outreach and post-eligibility activities, and other activities necessary for administration of the state plan for services under Title XIX.

### **Consideration**

In consideration for the above described performance the Department of Human Services shall obtain annual appropriations for the ongoing operation for MNsure, and shall claim the federal share of any eligible expenditures via operation of its amended public assistance cost allocation plan and operation advance planning document, beginning January 1, 2015.

### **Term**

This Agreement shall be effective on January 1, 2018, or upon the date that the final required signature is made, whichever occurs later, and shall remain in effect through June 30, 2019 or until all responsibilities set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

### **Cancellation**

This Agreement may be canceled by the Department of Human Services or MNsure at any time, with or without cause, upon thirty (30) days written notice to the other party.

### **Liability**

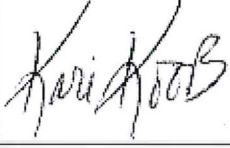
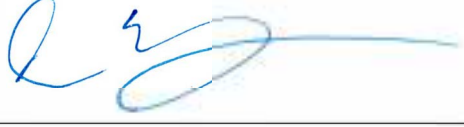
The Department of Human Services and MNsure agree that each party will be responsible for its own acts and the result of its acts to the extent authorized by law, and will not be responsible for the other party's acts or results of the other party's acts. The Department of Human Services' and MNsure's liability will be governed by the provision of the Minnesota Tort Claims Act under Minnesota Statutes, section 3.736, and other applicable law.

### **Information Privacy and Security**

Information privacy and security shall be governed by the "Data Sharing Agreement and Business Associate Agreement Terms and Conditions", identified as DSK%107571, as amended, or the applicable successive Data Sharing Agreement executed by the Parties, which is incorporated into this Agreement by reference. DHS and MNsure respectively agree that each party shall fully comply with the terms of the Data Sharing Agreement when carrying out any duties or obligation identified in this Agreement.

**END. REMAINDER OF PAGE INTENTIONALLY LEFT BLANK  
(Signature Page Follows).**

APPROVED:

	MNsure	DHS
By:		
Title:	CFO	Deputy Commissioner
Date:	1/4/2018	1/10/2018



Management  
Analysis  
& Development

**MAD Project Number: 2016-044**  
**INTERAGENCY AGREEMENT**  
**for MANAGEMENT ANALYSIS & DEVELOPMENT SERVICES**

Requesting Agency: MNsure

MAD Contact: Kristin Batson

Accounting Information: Business Unit - G1001, Financial Dept ID - G1031500, APPRID - G100086, Fund - 5200, Accounts - 670011.

Agency:	Fiscal Year:	Vendor Number: ID G100000000, Location 001
Total Amount of Contract: \$106,920.00	Amount of Contract First FY:	
Category Code: 80101500	Category Code:	Category Code:
Account Code:	Account Code:	Account Code:
Amount:	Amount:	Amount:

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Fund:	Fund:	Fund:
Appr:	Appr:	Appr:
Dept ID:	Dept ID:	Dept ID:
Account Code:	Account Code:	Account Code:
Amount:	Amount:	Amount:

Processing Information: (Some entries may not apply.) Begin Date: 9-8-15 End Date: 6-30-15

Contract: 100624/9-15-15/DB Order: 3000001166/9-15-15/DB  
Number/Date/Entry Initials Number/Date/Signatures

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

This is an agreement between the MNsure (Requesting Agency) and Minnesota Management & Budget, Management Analysis & Development (Division).



**1. Services to be Performed:**

The Division agrees that through its Master Contract with BerryDunn the Division will sub-contract with BerryDunn to provide the services identified in Exhibit A, which is attached and incorporated as part of this contract.

**2. Contacts:**

The following persons will be the primary contacts for all matters concerning this agreement. Management Analysis & Development: Kristin Batson Requesting Agency: Stacey D'Andrea

**3. Consideration and Terms of Payment:**

In consideration for all services performed and materials provided, the Requesting Agency agrees to pay the Division as follows:

The Requesting Agency will be invoiced three installments of \$33,000 as identified in the Billing Schedule of Exhibit A, not to exceed a fixed fee total of \$99,000. The Division will also invoice up to \$7,920 in project management fees. The total amount the Division will invoice under this agreement shall not exceed \$106,920.

The Requesting Agency will pay the Division for services performed within 30 days of receipt of invoices submitted by the Division. The invoices will be submitted according to the following schedule:

Payment to be requested by invoice based on hours of service performed in the previous month, with cumulative payments not to exceed the total agreed amount listed above.

**4. Effective Dates:**

This agreement is effective September 8, 2015, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until June 30, 2016, or until all obligations have been satisfactorily fulfilled, whichever comes first.

**5. Cancellation:**

This agreement may be canceled by the Requesting Agency or the Division at any time with thirty (30) days written notice to the other party. In this event, the Division shall receive payment on a pro rata basis for the work performed.

**6. Requesting Agency's Authorized Agent:**

The Requesting Agency's authorized agent for the purposes of this agreement is Kevin Vernon-Harris. This person shall have final authority for accepting the Division's services and if the services are satisfactory, will certify this on each invoice submitted as part of number 3.

**7. Interagency Agreement Authorization:**

Pursuant to Minnesota Statutes, Sections 16A.055 Subd. 1a.; 43A.55 Subd. 2.; and 471.59, the Division is authorized to enter into this agreement.

**8. Amendments:**

Any amendments to this agreement will be in writing and will be executed by the same parties who executed the original agreement, or their successors in office.

**9. State Audit:**

The books, records, documents, and accounting practices and procedures of the Division relevant to this agreement, shall be subject to examination by the Requesting Agency and either the Minnesota Legislative Auditor or State Auditor, as appropriate, for a minimum of six years.

**10. Liability:**

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

**Approved:**

1. Requesting Agency	2. Management Analysis & Development
By: <i>Kathleen Burne</i>	By: <i>Renda E Rappa</i>
Title: <i>Chief Operating Officer</i>	Title: <i>Business Manager</i>
Date: <i>9/15/15</i>	Date: <i>Sept 8, 2015</i>

## EXHIBIT A - MNSure BerryDunn Proposed Deliverables and Billing Schedule

### **Deliverables**

#### **Year 1 (Minnesota State Fiscal Year 2016):**

1. The scope of the programmatic audit in year 1 will be limited to the following Subparts of 45 CFR 155 (hereinafter referred to as "Year 1 Scope"):
  - a. Subpart B- General Standards
  - b. Subpart C- General Functions of an Exchange
  - c. Subpart D- Eligibility
  - d. Subpart E- Enrollment
2. To the Authorized State Representative, by February 15, 2016, in electronic form, or at least 10 business days before the scheduled exit conference, whichever occurs earlier:
  - a. For Year 1 Scope, a draft of an Independent Accountant's Report on Examination of Compliance (the Examination Report) detailing compliance and non-compliance. Specifically the Report will comply with the (i) programmatic requirements of 45 CFR 155.1200 (c) and (d), (ii) Frequently Asked Questions about the Annual Independent External Audit of State-based Marketplaces (SBMs) dated March 5, 2014, (iii) Frequently Asked Questions about the Annual Independent External Audit of State-based Marketplaces (SBMs) dated June 18, 2014, and (iv) State-based Marketplace Independent External Audit Technical Assistance dated October 29, 2014. The Examination Report will be based on an examination conducted in accordance with generally accepted auditing standards established by the American Institute of Certified Public Accountants. The audit will also have been performed in accordance with generally accepted government auditing standards (GAGAS).
  - b. For Year 1 Scope, a draft of a management letter detailing all findings and associated recommendations not included in the Examination Report.
3. To the Authorized State Representative, by March 15, 2016, 3 paper copies and one electronic copy of:
  - a. For Year 1 Scope, a signed Independent Accountant's Report on Examination of Compliance (the Examination Report) that complies with the (i) programmatic requirements of 45 CFR 155.1200 (c) and (d), (ii) Frequently Asked Questions about the Annual Independent External Audit of State-based Marketplaces (SBMs) dated March 5, 2014, (iii) Frequently Asked Questions about the Annual Independent External Audit of State-based Marketplaces (SBMs) dated June 18, 2014, and (iv) State-based Marketplace Independent External Audit Technical Assistance dated October 29, 2014. The Examination Report will be based on an Examination conducted in accordance with generally accepted auditing standards established by the American Institute of Certified Public Accountants. The audit will also have been performed in accordance with generally accepted government auditing standards (GAGAS).
  - b. For Year 1 Scope, a signed management letter detailing all findings and associated recommendations not included in the Examination Report.

## **EXHIBIT A - MNsure BerryDunn Proposed Deliverables and Billing Schedule**

### **Billing Schedule**

For each year of the contract, progress billings will be submitted as follows:

1/3 (One-third) of fee mid-point of the audit. Mid-point of the audit is measured as ½ (One-half) of the days between the date of commencement of fieldwork and the scheduled delivery of the signed audit report and management letter. Fieldwork commences when BerryDunn staff participating in the engagement have completed MNsure's data privacy and security training and have submitted a detailed document request.

1/3 (One-third) of fee upon completion of field work.

1/3 (One-third) of fee upon delivery of signed Independent Accountant's Report on Examination and Management Letter.



Management  
Analysis  
& Development

## AMENDMENT to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS & DEVELOPMENT SERVICES AGREEMENT NUMBER 2016-044

**WHEREAS**, the State of Minnesota, MNsure, has an interagency agreement identified as **2016-044 (Contract: 100624, Order: 3000001166)** with Minnesota Management & Budget, Management Analysis & Development (Division), for consulting services; and

**WHEREAS**, the Requesting Agency and the Division agree that the above-referenced contract should be amended; and

**WHEREAS**, Paragraph(s) 6 of the original contract shall be amended to read:

### 6. Requesting Agency's Authorized Agent:

The Requesting Agency's authorized agent for the purposes of this agreement is Kevin Vernon Harris John Nyanjom. This person shall have final authority for accepting the Division's services and if the services are satisfactory, will certify this on each invoice submitted as part of number 3.

Except as herein amended, the provisions of the original agreement remain in full force and effect.

### APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By: <u>Katharine Bar</u>	By: <u>Frederic E. Rapp</u>
Title: <u>Chief Operating Officer</u>	Title: <u>Business Manager</u>
Date: <u>12/28/15</u>	Date: <u>Dec 22, 2015</u>



Management  
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& Development

## **AMENDMENT #2 to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS & DEVELOPMENT SERVICES AGREEMENT NUMBER 2016-044**

**WHEREAS**, the State of Minnesota, MNSure, has an interagency agreement identified as **2016-044 (Contract: 100624, Order: 3000001166)** with Minnesota Management & Budget, Management Analysis & Development (Division), for consulting services; and

**WHEREAS**, the Requesting Agency and the Division agree that the above-referenced contract should be amended; and

**WHEREAS**, Paragraph(s) 1, 3 and 4 of the original contract shall be amended to read:

### **1. Services to be Performed:**

The Division agrees that through its Master Contract with BerryDunn the Division will sub-contract with BerryDunn to provide the services identified in Exhibit A, Exhibit A I, and Exhibit C, which is all are attached and incorporated as part of this contract.

### **3. Consideration and Terms of Payment:**

In consideration for all services performed and materials provided, the Requesting Agency agrees to pay the Division as follows:

The Requesting Agency will be invoiced three installments of \$33,000 as identified in the Billing Schedule of Exhibit A, not to exceed a fixed fee total of \$99,000.

In Year 2 Programmatic Audit - The Requesting Agency will be invoiced three installments of \$25,333.34 as identified in the Billing Schedule of Exhibit A I not to exceed a fixed fee total of \$76,000.

The Division will also invoice up to ~~\$7,920~~ \$8,000 in project management fees. The total amount the Division will invoice under this agreement shall not exceed ~~\$106,920~~ \$183,000.

The Requesting Agency will pay the Division for services performed within 30 days of receipt of invoices submitted by the Division. The invoices will be submitted according to the following schedule:

Payment to be requested by invoice based on hours of service performed in the previous month, with cumulative payments not to exceed the total agreed amount listed above.

### **4. Effective Dates:**

This agreement is effective September 8, 2015, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until June 30, ~~2016~~ 2017, or until all obligations have been satisfactorily fulfilled, whichever comes first.

Except as herein amended, the provisions of the original agreement remain in full force and effect.

**APPROVED:**

1. REQUESTING AGENCY	2. DIVISION
By: <i>Phy Harsch</i>	By: <i>Renda E Rappa</i>
Title: <i>Deputy Director</i>	Title: <i>Business Manager</i>
Date: <i>6-16-16</i>	Date: <i>June 13, 2016</i>



**Exhibit A1 - MNSure BerryDunn Proposed Deliverables and Billing Schedule**

**Deliverables**

Year 2 Programmatic Audit (Minnesota State Fiscal Year 2017):

*Audit scope: (July 1, 2015 through June 30, 2016/Minnesota State Fiscal Year 2016)*

1. The scope of the programmatic audit in year 2 will be limited to the following Subparts of 45 CFR 155 (hereinafter referred to as "Year 2 Scope"):
  - a. Subpart D- Eligibility- 75% of Year 1 level of effort including follow-up of Year 1 findings.
  - b. Subpart E- Enrollment- 75% of Year 1 level of effort including follow-up of Year 1 findings.
  - c. Subpart F- Appeals of Eligibility Determination
  - d. Subpart K – QHP certification
2. To the Authorized State Representative, by February 15, 2017, in electronic form, or at least 10 business days before the scheduled exit conference, whichever occurs earlier:
  - a. For Year 2 Scope, a draft of an audit report detailing compliance and non-compliance. Specifically the audit report complies with the (i) programmatic requirements of 45 CFR 1200 (c) and (d), (ii) Frequently Asked Questions about the Annual Independent External Audit of State-based Marketplaces (SBMs) dated March 5, 2014, (iii) Frequently Asked Questions about the Annual Independent External Audit of State-based Marketplaces (SBMs) dated June 18, 2014, and (iv) State-based Marketplace Independent External Audit Technical Assistance dated October 29, 2014. The audit report will be based on an audit conducted in accordance with generally accepted auditing standards established by the American Institute of Certified Public Accountants. The audit will also have been performed In accordance with generally accepted government auditing standards (GAGAS).
  - b. For Year 2 Scope, a draft of a management letter detailing all findings and associated recommendations arising from the audit of Year 2 Scope.
3. To the Authorized State Representative, by March 15, 2017, 3 paper copies and one electronic copy of:
  - a. For Year 2 Scope, a signed audit report that complies with the (i) programmatic requirements of 45 CFR 1200 (c) and (d), (ii) Frequently Asked Questions about the Annual Independent External Audit of State-based Marketplaces (SBMs) dated March 5, 2014, (iii) Frequently Asked Questions about the Annual Independent External Audit of State-based Marketplaces (SBMs) dated June 18, 2014, and (iv) State-based Marketplace Independent External Audit Technical Assistance dated October 29, 2014. The audit report will be based on an audit conducted in accordance with generally accepted auditing standards established by the American Institute of Certified Public Accountants. The audit will also have been performed in accordance with generally accepted government auditing standards (GAGAS).
  - b. For Year 2 Scope, a signed management letter detailing all findings and associated recommendations arising from the audit of Year 2 Scope.



## Exhibit A1 - MNSure BerryDunn Proposed Deliverables and Billing Schedule

### **Billing Schedule**

For each year of the contract, progress billings will be submitted as follows:

1/3 (One-third) of fee mid-point of the audit. Mid-point of the audit is measured as  $\frac{1}{2}$  (One-half) of the days between the date of commencement of fieldwork and the scheduled delivery of the signed audit report and management letter. Fieldwork commences when BerryDunn staff participating in the engagement have completed MNSure's annual data privacy and security training and have submitted a detailed document request.

1/3 (One-third) of fee upon completion of field work.

1/3 (One-third) of fee upon delivery of signed audit report and management letter.

## **Exhibit C**

### **Audit Objectives**

The objective of your audit is the expression of an opinion about whether MNsure complied, in all material respects, with the requirements contained within Title 45, Part 155, Subparts B, C, D, E, F, K and M of the Code of Federal Regulations: Subparts B, C, D, E and M are included in FY2015 audit scope and subparts D, E, F, K, and M are included in FY2016 audit scope. Your audit will be conducted in accordance with U.S. generally accepted auditing standards and the standards for attestation engagements contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of our records and other procedures you consider necessary to enable you to express such an opinion. You will issue a written report upon completion of your audit of MNsure's compliance. Your report will be addressed to Board of Directors of MNsure. You cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for you to modify your opinion or add an emphasis-of-matter or other-matter paragraph. If your opinion on compliance is other than unmodified, you will discuss the reasons with management in advance. If, for any reason, you are unable to complete the audit or are unable to form or have not formed an opinion, you may decline to express an opinion or issue reports, or you may withdraw from this engagement.

You will also provide a report (which will not include an opinion) on internal control over compliance with Title 45, Part 155, Subparts B, C, D, E, F, K, and M of the Code of Federal Regulations, as required by *Government Auditing Standards*. The report on internal control over compliance will include a paragraph that states that the purpose of the report is solely to describe the scope of testing of internal control over compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control over compliance. The paragraph will also state that the report is not suitable for any other purpose. If during your audit you become aware that MNsure is subject to an audit requirement that is not encompassed in the terms of this engagement, you will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for attestation engagements contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

### **Management Responsibilities**

Management of MNsure is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities; helping to ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management is reliable. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts and grant agreements. Management is also responsible for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for providing you with (a) access to all information of which we are aware that is relevant to the audit, (b) additional information that you may request for the purpose of the audit, and (c) unrestricted access to persons within MNsure from whom you determine it necessary to obtain audit evidence.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing you about all known or suspected fraud affecting MNsure involving (a) management, (b) employees who have significant roles in internal control, or (c) others where the fraud could have a material effect on compliance with Title 45, Part 155, Subparts B, C, D, E, F, K, and M of the Code of Federal Regulations. Management is also responsible for informing you of our knowledge of any allegations of fraud or suspected fraud affecting MNsure received in communications from employees, former employees, grantors, regulators, or others. In addition, management is responsible for identifying and ensuring that MNsure complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud, noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that you report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for you previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to you corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. Management is also responsible for providing its views on your current findings, conclusions, and recommendations, as well as our planned corrective actions, and for the timing and format for providing that information.

### **Audit Procedures – Internal Control**

Your audit will include obtaining an understanding of MNsure and its environment, including internal control, sufficient to assess the risks of material noncompliance with Title 45, Part 155, Subparts B, C, D, E, F, K, and M of the Code of Federal Regulations and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that you consider relevant to preventing and detecting errors and fraud that are material to Title 45, Part 155, Subparts B, C, D, E, F, K, and M of the Code of Federal Regulations and to preventing and detecting noncompliance resulting from illegal acts and other matters that have a direct and material effect on compliance. We understand your tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in your report on internal control over compliance issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, you will communicate to management and those charged with governance internal control related matters that are required to be communicated under professional standards.

### **Programmatic Audit**

BerryDunn will examine MNsure's compliance with the federal government regulations for state health insurance exchanges for services, specifically Title 45, Part 155, Subparts B, C, D, E, and M of the Code of Federal Regulations, rendered during the year ended June 30, 2015, and Title 45, Part 155, Subparts D, E, F, K, and M of the Code of Federal Regulations, rendered during the year ended June 30, 2016. Your examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and the standards for compliance audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Accordingly, it will include tests of our records and other procedures you consider necessary to enable you to express an opinion as to whether MNsure is compliant with the requirements described above. If for any reason you are unable to complete the examination, you will not issue a report as a result of this engagement.

The examination will meet the requirements of the Centers for Medicare and Medicaid Services final rule (9957-F) issued August 30, 2013, effective October 1, 2013, and Title 45, Part 155.1200 of the Code of Federal Regulations, *Exchange Establishment Standards and Other Related Standards under the ACA*.

We understand your engagement will not include a detailed inspection of every transaction and cannot be relied on to disclose all material errors, fraud, or other violations of laws or regulations, that may exist. However, you will inform us of any material errors or fraud that comes to your attention. You will also inform us of any other violations of laws or regulations that come to your attention, unless clearly inconsequential.

You understand that we will provide you with the basic information required for your examination and that we are responsible for the accuracy and completeness of that information. You may advise us about appropriate criteria or assist in the development of the subject matter but the responsibility of that subject matter remains with us.





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## **AMENDMENT #3 to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS & DEVELOPMENT SERVICES AGREEMENT NUMBER 2016-044**

**WHEREAS**, the State of Minnesota, MNsure, has an interagency agreement identified as **2016-044 (Contract: 100624, Order: 3000001166)** with Minnesota Management & Budget, Management Analysis & Development (Division), for consulting services; and

**WHEREAS**, the Requesting Agency and the Division agree that the above-referenced contract should be amended; and

**WHEREAS**, Paragraph(s) 1, 3 and 4 of amendment #2 to the original contract shall be amended to read:

### **1. Services to be Performed:**

The Division agrees that through its Master Contract with BerryDunn the Division will sub-contract with BerryDunn to provide the services identified in Exhibit A, Exhibit A1, Exhibit A2, and revised Exhibit C, all are attached and incorporated as part of this contract.

### **3. Consideration and Terms of Payment:**

In consideration for all services performed and materials provided, the Requesting Agency agrees to pay the Division as follows:

The Requesting Agency will be invoiced three installments of \$33,000 as identified in the Billing Schedule of Exhibit A, not to exceed a fixed fee total of \$99,000.

In Year 2 Programmatic Audit - The Requesting Agency will be invoiced three installments of \$25,333.34 as identified in the Billing Schedule of Exhibit A1 not to exceed a fixed fee total of \$76,000.

In Year 3 Programmatic Audit - The Requesting Agency will be invoiced three installments of \$33,000 as identified in the Billing Schedule of Exhibit A2 not to exceed a fixed fee total of \$99,000.

The Division will also invoice up to \$8,000 in project management fees. The total amount the Division will invoice under this agreement shall not exceed ~~\$183,000~~ \$282,000.

The Requesting Agency will pay the Division for services performed within 30 days of receipt of invoices submitted by the Division. The invoices will be submitted according to the following schedule:

Payment to be requested by invoice based on hours of service performed in the previous month, with cumulative payments not to exceed the total agreed amount listed above.

**4. Effective Dates:**

This agreement is effective September 8, 2015, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until June 30, ~~2017~~ 2018, or until all obligations have been satisfactorily fulfilled, whichever comes first.

Except as herein amended, the provisions of the original agreement remain in full force and effect.

**APPROVED:**

1. REQUESTING AGENCY	2. DIVISION
By: <i>Mark</i>	By: <i>Kende E. Rapp</i>
Title: <i>COO</i>	Title: <i>Business Manager</i>
Date: <i>6/30/2017</i>	Date: <i>June 30, 2017</i>

## Exhibit A2 - MNsure BerryDunn Proposed Deliverables and Billing Schedule

### **Deliverables**

Year 3 Programmatic Audit (Minnesota State Fiscal Year 2018):

*Audit scope: (July 1, 2016 through June 30, 2017/Minnesota State Fiscal Year 2017)*

1. The scope of the programmatic audit in year 3 will be limited to the following Subparts of 45 CFR 155 (hereinafter referred to as "Year 3 Scope"):
  - a. Subpart C – General Functions of an Exchange
  - b. Subpart D- Eligibility
  - c. Subpart E- Enrollment
  - d. Subpart H- SHOP
  - e. Subpart K – QHP certification
2. To the Authorized State Representative, by March 15, 2018, in electronic form, or at least 10 business days before the scheduled exit conference, whichever occurs earlier:
  - a. For Year 3 Scope, a draft of an audit report detailing compliance and non-compliance. Specifically the audit report complies with the (i) programmatic requirements of 45 CFR 1200 (c) and (d), (ii) Frequently Asked Questions about the Annual Independent External Audit of State-based Marketplaces (SBMs) dated March 5, 2014, (iii) Frequently Asked Questions about the Annual Independent External Audit of State-based Marketplaces (SBMs) dated June 18, 2014, and (iv) State-based Marketplace Independent External Audit Technical Assistance dated October 29, 2014. The audit report will be based on an audit conducted in accordance with generally accepted auditing standards established by the American Institute of Certified Public Accountants. The audit will also have been performed in accordance with generally accepted government auditing standards (GAGAS).
  - b. For Year 3 Scope, a draft of a management letter detailing all findings and associated recommendations arising from the audit of Year 3 Scope.
3. To the Authorized State Representative, by April 15, 2018, 3 paper copies and one electronic copy of:
  - a. For Year 3 Scope, a signed audit report that complies with the (i) programmatic requirements of 45 CFR 1200 (c) and (d), (ii) Frequently Asked Questions about the Annual Independent External Audit of State-based Marketplaces (SBMs) dated March 5, 2014, (iii) Frequently Asked Questions about the Annual Independent External Audit of State-based Marketplaces (SBMs) dated June 18, 2014, and (iv) State-based Marketplace Independent External Audit Technical Assistance dated October 29, 2014. The audit report will be based on an audit conducted in accordance with generally accepted auditing standards established by the American Institute of Certified Public Accountants. The audit will also have been performed in accordance with generally accepted government auditing standards (GAGAS).
  - b. For Year 3 Scope, a signed management letter detailing all findings and associated recommendations arising from the audit of Year 3 Scope.

## Exhibit A2 - MNsure BerryDunn Proposed Deliverables and Billing Schedule

### **Billing Schedule**

For each year of the contract, progress billings will be submitted as follows:

1/3 (One-third) of fee mid-point of the audit. Mid-point of the audit is measured as  $\frac{1}{2}$  (One-half) of the days between the date of commencement of fieldwork and the scheduled delivery of the signed audit report and management letter. Fieldwork commences when BerryDunn staff participating in the engagement have completed MNsure's annual data privacy and security training and have submitted a detailed document request.

1/3 (One-third) of fee upon completion of field work. The end of field work is defined as the end of substantive testing work, when BerryDunn provides MNsure with a list of outstanding questions/requests for the completion of the audit.

1/3 (One-third) of fee upon delivery of signed audit report and management letter.

## **Exhibit C**

### **Audit Objectives**

The objective of your audit is the expression of an opinion about whether MNSure complied, in all material respects, with the requirements contained within Title 45, Part 155, Subparts B, C, D, E, F, H, K and M of the Code of Federal Regulations: Subparts B, C, D, E and M are included in FY2015 audit scope, subparts D, E, F, K, and M are included in FY2016 audit scope, and subparts C, D, E, H, K, and M are included in FY2017 audit scope. Your audit will be conducted in accordance with U.S. generally accepted auditing standards and the standards for attestation engagements contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of our records and other procedures you consider necessary to enable you to express such an opinion. You will issue a written report upon completion of your audit of MNSure's compliance. Your report will be addressed to Board of Directors of MNSure. You cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for you to modify your opinion or add an emphasis-of-matter or other-matter paragraph. If your opinion on compliance is other than unmodified, you will discuss the reasons with management in advance. If, for any reason, you are unable to complete the audit or are unable to form or have not formed an opinion, you may decline to express an opinion or issue reports, or you may withdraw from this engagement.

You will also provide a report (which will not include an opinion) on internal control over compliance with Title 45, Part 155, Subparts B, C, D, E, F, H, K, and M of the Code of Federal Regulations, as required by *Government Auditing Standards*. The report on internal control over compliance will include a paragraph that states that the purpose of the report is solely to describe the scope of testing of internal control over compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control over compliance. The paragraph will also state that the report is not suitable for any other purpose. If during your audit you become aware that MNSure is subject to an audit requirement that is not encompassed in the terms of this engagement, you will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for attestation engagements contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

### **Management Responsibilities**

Management of MNSure is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities; helping to ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management is reliable. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts and grant agreements. Management is also responsible for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for providing you with (a) access to all information of which we are aware that is relevant to the audit, (b) additional information that you may request for the purpose of the audit, and (c) unrestricted access to persons within MNSure from whom you determine it necessary to obtain audit evidence.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing you about all known or suspected fraud affecting MNSure involving (a) management, (b) employees who have significant roles in internal control, or (c) others where the fraud could have a material effect on compliance with Title 45, Part 155, Subparts B, C, D, E, F, H, K, and M of the Code of Federal Regulations. Management is also responsible for informing you of our knowledge of any allegations of fraud or suspected fraud affecting MNSure received in communications from employees, former employees, grantors, regulators, or others. In addition, management is responsible for identifying and ensuring that MNSure complies with applicable laws, regulations, contracts, agreements,



and grants and for taking timely and appropriate steps to remedy fraud, noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that you report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for you previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to you corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. Management is also responsible for providing its views on your current findings, conclusions, and recommendations, as well as our planned corrective actions, and for the timing and format for providing that information.

### **Audit Procedures - Internal Control**

Your audit will include obtaining an understanding of MNSure and its environment, including internal control, sufficient to assess the risks of material noncompliance with Title 45, Part 155, Subparts B, C, D, E, F, H K, and M of the Code of Federal Regulations and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that you consider relevant to preventing and detecting errors and fraud that are material to Title 45, Part 155, Subparts B, C, D, E, F, H, K, and M of the Code of Federal Regulations and to preventing and detecting noncompliance resulting from illegal acts and other matters that have a direct and material effect on compliance. We understand your tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in your report on internal control over compliance issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, you will communicate to management and those charged with governance internal control related matters that are required to be communicated under professional standards.

### **Programmatic Audit**

BerryDunn will examine MNSure's compliance with the federal government regulations for state health insurance exchanges for services, specifically Title 45, Part 155, Subparts B, C, D, E, and M of the Code of Federal Regulations, rendered during the year ended June 30, 2015, and Title 45, Part 155, Subparts D, E, F, K, and M of the Code of Federal Regulations, rendered during the year ended June 30, 2016, and Subparts C, D, E, H, K, and M of the Code of Federal Regulations, rendered during the year ended June 30, 2017. Your examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and the standards for compliance audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Accordingly, it will include tests of our records and other procedures you consider necessary to enable you to express an opinion as to whether MNSure is compliant with the requirements described above. If for any reason you are unable to complete the examination, you will not issue a report as a result of this engagement.

The examination will meet the requirements of the Centers for Medicare and Medicaid Services final rule (9957 MF) issued August 30, 2013, effective October 1, 2013, and Title 45, Part 155, 1200 of the Code of Federal Regulations, *Exchange Establishment Standards and Other Related Standards under the ACA*.

We understand your engagement will not include a detailed inspection of every transaction and cannot be relied on to disclose all material errors, fraud, or other violations of laws or regulations, that may exist. However, you will inform us of any material errors or fraud that comes to your attention. You will also inform us of any other violations of laws or regulations that come to your attention; unless clearly inconsequential.

You understand that we will provide you with the basic information required for your examination and that we are responsible for the accuracy and completeness of that information. You may advise us about appropriate criteria or assist in the development of the subject matter but the responsibility of that subject matter remains with us.

MNSure is a Minnesota state agency established by 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 ACA and regulations issued under the ACA. The following clarifications are in addition to the SLA between MNSure and the Office of MN.IT Services (“MN.IT”) and are hereby attached to and incorporated into the SLA. To the extent that provisions of the SLA are in conflict with this Appendix A, the terms of this Appendix control.

Since MNSure’s creation, MNSure and MN.IT have worked collaboratively to implement the MNSure Health Care Exchange IT project and systems. The relationship is collaborative in nature and includes a robust governance structure; MNSure, the Department of Human Services (“DHS”) and MN.IT together created a shared governance structure to oversee the MNSure project.

#### **Interagency Agreement with the Minnesota Department of Human Services**

Pursuant to Minnesota Statutes, section 62V.05, subdivision 7, MNSure is required to establish and maintain an agreement with DHS as the designated state Medicaid agency responsible for administering the State’s Medicaid Program, a/k/a Medical Assistance (“MA”) program, including MinnesotaCare (“MCRE”) for cost allocation and services regarding eligibility determinations and enrollment for public health care programs using a modified adjusted gross income standard to determine program eligibility. In addition, MNSure is provided the discretion to establish and maintain an agreement with DHS for additional, other services.

MNSure and DHS have entered into interagency agreements pursuant to Minnesota Statutes, section 471.59, subdivision 10, as needed to facilitate the development, implementation, maintenance, and oversight responsibilities of the Minnesota health care exchange. Additional services MNSure has secured through interagency agreements with DHS include centralized and administrative tasks (i.e. Information Technology support services, accounts payable, purchasing and procurement, Human Resources).

#### **Agency-based Chief Information Officer**

Throughout the SLA, the “agency-based Chief Information Officer (CIO)” is referred to as having various and significant roles regarding the relationship between MNSure and MN.IT. Given that MNSure and DHS have chosen to enter into an interagency agreement that allows for joint development, maintenance, and operation of certain IT applications, and for use of certain IT support services, MNSure and MN.IT agree that DHS’s agency-based CIO shall also serve as MNSure’s agency-based CIO. However, both parties agree that MNSure reserves the right to request that a separate agency-based CIO be appointed and that MN.IT will proceed with such a request subject to appropriate input from MNSure.

#### **Federal Compliance**

The parties agree that all final decision making authority resides with MNSure regarding how ACA statutes, rules and publications are to be interpreted for purposes of development, implementation,

MNSure is a Minnesota state agency established by 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 ACA and regulations issued under the ACA. The following clarifications are in addition to the SLA between MNSure and the Office of MN.IT Services ("MN.IT") and are hereby attached to and incorporated into the SLA. To the extent that provisions of the SLA are in conflict with this Appendix A, the terms of this Appendix control.

Since MNSure's creation, MNSure and MN.IT have worked collaboratively to implement the MNSure Health Care Exchange IT project and systems. The relationship is collaborative in nature and includes a robust governance structure; MNSure, the Department of Human Services ("DHS") and MN.IT together created a shared governance structure to oversee the MNSure project.

### **Interagency Agreement with the Minnesota Department of Human Services**

Pursuant to Minnesota Statutes, section 62V.05, subdivision 7, MNSure is required to establish and maintain an agreement with DHS as the designated state Medicaid agency responsible for administering the State's Medicaid Program, a/k/a Medical Assistance ("MA") program, including MinnesotaCare ("MCRE") for cost allocation and services regarding eligibility determinations and enrollment for public health care programs using a modified adjusted gross income standard to determine program eligibility. In addition, MNSure is provided the discretion to establish and maintain an agreement with DHS for additional, other services.

MNSure and DHS have entered into interagency agreements pursuant to Minnesota Statutes, section , 471.59, subdivision 10, as needed to facilitate the development, implementation, maintenance, and oversight responsibilities of the Minnesota health care exchange. Additional services MNSure has secured through interagency agreements with DHS include centralized and administrative tasks (i.e. Information Technology support services, accounts payable, purchasing and procurement, Human Resources).

### **Agency-based Chief Information Officer**

Throughout the SLA, the "agency-based Chief Information Officer (CIO)" is referred to as having various and significant roles regarding the relationship between MNSure and MN.IT. Given that MNSure and DHS have chosen to enter into an interagency agreement that allows for joint development, maintenance, and operation of certain IT applications, and for use of certain IT support services, MNSure and MN.IT agree that DHS's agency-based CIO shall also serve as MNSure's agency-based CIO. However, both parties agree that MNSure reserves the right to request that a separate agency-based CIO be appointed and that MN.IT will proceed with such a request subject to appropriate input from MNSure.

### **Federal Compliance**

The parties agree that all final decision making authority resides with MNSure regarding how ACA statutes, rules and publications are to be interpreted for purposes of development, implementation,

maintenance, and oversight responsibilities of the state health benefit exchange unless otherwise delegated to another party.

In Witness Whereof, the undersigned government entities have caused the Service Level Agreement and all its appendices to be executed by duly authorized officers.

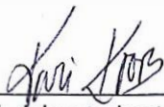
**1. The Office of MN.IT Services**

By:   
(With delegated authority)

Title: CFO

Date: 3-10-2016

**2. MNsure**

By:   
(With delegated authority)

Title: CFO

Date: 3-10-16

## Appendix A – MNSure/MN.IT SLA

MNSure is a Minnesota state agency established by 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 ACA and regulations issued under the ACA. The following clarifications are in addition to the SLA between MNSure and the Office of MN.IT Services (“MN.IT”) and are hereby attached to and incorporated into the SLA. To the extent that provisions of the SLA are in conflict with this Appendix A, the terms of this Appendix control.

Since MNSure’s creation, MNSure and MN.IT have worked collaboratively to implement the MNSure Health Care Exchange IT project and systems. The relationship is collaborative in nature and includes a robust governance structure; MNSure, the Department of Human Services (“DHS”) and MN.IT together created a shared governance structure to oversee the MNSure project.

### **State statutory exemptions included in chapter 16E**

MNSure is considered a state agency pursuant to Minnesota Statutes chapter 16E and is therefore subject to chapter 16E’s requirements. However, pursuant to Minnesota Statutes, section 62V.03, subdivision (g), MNSure is statutorily exempt from the following sections of chapter 16E: 16E.01, subdivision 3, paragraph (b); 16E.03, subdivisions 3 and 4; 16E.04, subdivision 1, subdivision 2, paragraph (c), and subdivision 3, paragraph (b); 16E.0465; 16E.055; 16E.145; 16E.15; 16E.16; 16E.17; 16E.18; and 16E.22.

Each statutory exemption is outlined below to ensure a continued and shared understanding of MNSure’s unique authority as part of the statewide IT consolidation. The exemptions are outlined with the understanding that both parties intend to continue working collaboratively to ensure best value for the state. However, for the avoidance of doubt, both parties also agree that MNSure’s choice to follow MN.IT policies and practices it would otherwise be exempt from does not waive that exemption generally and MNSure may choose to rely upon the exemptions as outlined in law as needed.

#### **Chapter 16E exemptions:**

- **16E.01, subdivision 3, paragraph (b);** MNSure is exempt from MN.IT determinations which require state agencies generally to use shared Information and telecommunications systems and services, reimbursement rates or billings referenced in paragraph b. Therefore, if it is determined by MNSure governance that shared information and telecommunications technology systems and services for the delivery of electronic government services are unable to meet the needs of MNSure, the MN.IT CIO may not require MNSure’s use, nor establish reimbursement rates as further outlined in this section.
- **16E.03, subdivision 3;** MNSure is exempt from written approval by the MN.IT CIO for an information and telecommunications technology project which may be undertaken by MNSure. Therefore, no unencumbered balances of any appropriation allotted for a project may be cancelled by any entity other than MNSure.
- **16E.03, subdivision 4;** MNSure is exempt from the evaluation procedures as described in this section.



- **16E.04, subdivision 1;** MNsure is exempt from MN.IT policies and their enforcement related to the development and purchase of information and telecommunications technology systems, services and training appropriate persons in their use.
- **16E.04, subdivision 2, paragraph (c);** MNsure is exempt from MN.IT approval on requests for grant funding with an information and technology component. MNsure is committed to continued work with MN.IT on any and all grant applications and proposals of this nature moving forward, but MN.IT approval is not required prior to a request for grant funding being submitted.
- **16E.04, subdivision 3, paragraph (b);** MNsure is exempt from the requirement that all applicable risk assessment and mitigation plans be reported to and approved by the chief information officer prior to more than 10% of the proposed budget being spent on the project.
- **16E.0465;** MNsure's appropriation of state or federal funds is not required to divide all technology projects into phases, and is exempt from MN.IT review and affirmative determinations that the project satisfies statutory requirements.
- **16E.055;** MNsure is exempt from the requirement to use the single entry site created by MN.IT for all agencies to use for electronic government services.
- **16E.145;** MNsure is exempt from the requirement that all appropriations for state agency information and telecommunications technology projects be made to the MN.IT CIO.
- **16E.15;** MN.IT is not authorized to sell or license computer software products or services developed by MNsure, or custom developed by a vendor on behalf of MNsure without MNsure's written approval.
- **16E.16;** MNsure is exempt from MN.IT's general statutory authority to require a state agency to adjust its operating management procedures as described and under the circumstance included in this section.
- **16E.17;** MNsure is exempt from MN.IT supervision and control related to MNsure telecommunication facilities and services.
- **16E.18;** MNsure is exempt from these statutory requirements generally as described within this section. Therefore, MNsure reserves the ability to perform the duties outlined within this section and may perform the following duties otherwise reserved for the MN.IT CIO:
  - o arrange for IT and telecommunications services
  - o manage vendor relationships, network function and capacity planning
  - o set rates and fees for services
  - o approve contracts for services, facilities or equipment relating to the system
  - o develop a system plan and annual program and fiscal plans for system
- **16E.22;** MNsure is exempt from the requirements included in the Statewide Electronic Licensing System.

### Interagency Agreement with the Minnesota Department of Human Services

Pursuant to Minnesota Statutes, section 62V.05, subdivision 7, MNSure is required to establish and maintain an agreement with DHS as the designated state Medicaid agency responsible for administering the State's Medicaid Program, a/k/a Medical Assistance ("MA") program, including MinnesotaCare ("MCRE") for cost allocation and services regarding eligibility determinations and enrollment for public health care programs using a modified adjusted gross income standard to determine program eligibility. In addition, MNSure is provided the discretion to establish and maintain an agreement with DHS for additional, other services.

MNSure and DHS have entered into interagency agreements pursuant to Minnesota Statutes, section 471.59, subdivision 10, as needed to facilitate the development, implementation, maintenance, and oversight responsibilities of the Minnesota health care exchange. Additional services MNSure has secured through interagency agreements with DHS include centralized and administrative tasks (i.e. Information Technology support services, accounts payable, purchasing and procurement, Human Resources).

### Agency-based Chief Information Officer

Throughout the SLA, the "agency-based Chief Information Officer (CIO)" is referred to as having various and significant roles regarding the relationship between MNSure and MN.IT. Given that MNSure and DHS have chosen to enter into an interagency agreement that allows for joint development, maintenance, and operation of certain IT applications, and for use of certain IT support services, MNSure and MN.IT agree that DHS's agency-based CIO shall also serve as MNSure's agency-based CIO. However, both parties agree that MNSure reserves the right to request that a separate agency-based CIO be appointed and that MN.IT will proceed with such a request subject to appropriate input from MNSure.

### Federal Compliance

The parties agree that all final decision making authority resides with MNSure regarding how ACA statutes, rules and publications are to be interpreted for purposes of development, implementation, maintenance, and oversight responsibilities of the state health benefit exchange unless otherwise delegated to another party.

In Witness Whereof, the undersigned government entities have caused the Service Level Agreement and all its appendices to be executed by duly authorized officers.

#### 1. The Office of MN.IT Services

By: [Signature]  
(With delegated authority)

Title: CIO

Date: 2-6-2015

#### 2. MNSure

By: [Signature]  
(With delegated authority)

Title: CEO

Date: 2-6-2015



## **Interagency Services Agreement for MNSure Participation in the Administration of the Minnesota State Plan for Services Under Title XIX**

### **Intent of the Agreement**

The Department of Human Services is designated as the Medicaid Agency for the State of Minnesota and, as such, is responsible for management and oversight of Medical Assistance (MA), which is Minnesota's Medicaid program. The day-to-day operations of MNSure play an important role in the Department of Human Services' outreach and enrollment strategies for Minnesotans seeking the services of public health coverage programs and services, including MinnesotaCare and Medicaid. Through this agreement, the Department of Human Services and MNSure are formally recognizing that work performed by MNSure benefits public health programs and MNSure expenditures will be included, as necessary, in the Department of Human Services public assistance cost allocation plan and operational advance planning documents.


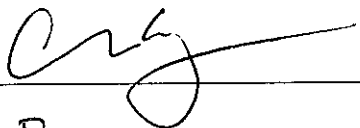
This agreement confirms that the services furnished by MNSure help the Department of Human Services to outreach, identify, intake, accept, determine eligibility for, and formally enroll individuals and their families into the entire range of public and private health insurance programs, including individual qualified health insurance plans, plans for small employers (Minnesota's SHOP plans), the basic health insurance plan (MinnesotaCare), and medical assistance services available for those qualifying for Medicaid. It is understood that the basis for billing will be the operational advance planning document and the quarterly operation of the public assistance cost allocation plan. It is further understood that any billing will be based on the actual cost incurred.

### **Performance**

Beginning January 1, 2015, MNSure shall provide to the Department of Human Services a variety of services related to Medicaid eligibility determination and enrollment activities including, but not limited to application, on-going case maintenance and renewal activities, policy, outreach and post-eligibility activities, and other activities necessary for administration of the state plan for services under Title XIX.

**Consideration**

In consideration for the above described performance the Department of Human Services shall obtain annual appropriations for the ongoing operation of MNsure, and shall claim the federal share of any eligible expenditures via operation of its amended public assistance cost allocation plan and operational advance planning document, beginning January 1, 2015.

Signatures	MNsure	DHS
By:		
Title:	CEO	Deputy Commissioner
Date:	11-3-14	11/3/14

STATE OF MINNESOTA  
DEPARTMENT OF HUMAN SERVICES  
INTERAGENCY AGREEMENT

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**Originator of agreement, complete this section:**

Total amount of interagency agreement: \$ \_\_\_\_\_

Proposed Start Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Proposed End Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

SFY\_\_ - SWIFT FinDeptID: H55EB \_\_\_\_\_ \$ \_\_\_\_\_ amount

If multiple FinDeptID's will be used to fund this, fill that in below and then define the split between funds.

SFY\_\_ - SWIFT FinDeptID: H55EB \_\_\_\_\_ \$ \_\_\_\_\_ amount

SFY\_\_ - SWIFT FinDeptID: H55EB \_\_\_\_\_ \$ \_\_\_\_\_ amount

Reference the contract number and purchase order number assigned below when processing invoices for this Agreement. Send invoices to FOD - 0940

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**Contract Coordinator, complete this section:**

SWIFT Vendor # for Other State Agency: \_\_\_\_\_

SWIFT Contract #: \_\_\_\_\_ IAK % \_\_\_\_\_

SWIFT Purchase Order #: \_\_\_\_\_

Buyer Initials: \_\_\_\_\_ Date Encumbered: \_\_\_\_\_

Individual signing certifies that funds have been encumbered as required by MS § 16A15.

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**STATE OF MINNESOTA  
DEPARTMENT OF HUMAN SERVICES & MNSURE  
INTERAGENCY AGREEMENT**

THIS INTERAGENCY AGREEMENT, and amendments and supplements, is between the State of Minnesota, acting through its Executive Director of the Minnesota Insurance Marketplace (hereinafter "MNsure") and the Commissioner of the Minnesota Department of Human Services (hereinafter "DHS").

**RECITALS**

WHEREAS, MNsure, the state health benefit exchange as described in Minnesota Statutes, section 62V.03, is empowered to enter into interagency agreements pursuant to Minnesota Statutes, section 471.59, subdivision 10;

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

WHEREAS, MNsure is in need of standard, centralized administrative services to enable administrative efficiency;

WHEREAS, DHS has access to specialized resources capable of providing the administrative services sought by MNsure; and

WHEREAS, DHS represents that it is duly qualified and willing to perform the services set forth in this Agreement.

THEREFORE, the Parties agree as follows:

**AGREEMENT**

**1. PARTIES' DUTIES – MNSURE BUSINESS OPERATIONS.**

**1.1 Human Resources.** DHS shall provide human resource services to MNsure in accordance with the duties, responsibilities, and obligations set forth in Exhibit B, which are attached and incorporated into this Agreement.

**A. Scope of Work.** MNsure shall retain ownership and responsibility for its human resource decisions, while DHS shall serve in an advisory capacity and provide transaction and other services. MNsure shall be responsible for paying all costs associated with all independent investigations.

**B. Authorized Representatives.**

1. DHS' authorized representative in regards to human resource services is Connie Jones, Human Resources Director, or her successor.
  2. MNSure's authorized representative in regards to human resource services is Dave Rowley, General Counsel, or his successor.
  3. Each representative shall have final authority for acceptance of human resource services of the other party and shall have responsibility to insure that all payments due to the other party with respect to human resource services are made pursuant to the terms of this Agreement
- C. **Consideration.** Consideration for all human resource services performed by DHS pursuant to this Agreement shall be paid by MNSure at an annual cost of two hundred thousand dollars (\$200,000), unless otherwise stated in Exhibit A, Budget, as amended, which is attached and incorporated into this Agreement.

## 1.2 Financial Operations.

### A. Scope of Work.

1. **Payroll.** DHS shall:
  - a. Process bi-weekly employee payroll for MNSure employees.
  - b. Process payroll funding and expense corrections to ensure that all salaries are paid from the correct funding source. Corrections will be processed when received or during the next available open pay period.
  - c. Process other needed payroll adjustments, including retroactive wage increases, or changes to claimed sick or vacation.
  - d. Print and review payroll reports as required by Minnesota Management and Budget (MMB) policy.
  - e. Maintain audit trail for payment documents.
  - f. Serve as contact for MNSure employees with questions regarding Direct Deposit.
2. **Accounts Payable.** DHS shall:
  - a. Pay invoice from vendors, contractors, and agencies based on submission of approved invoices from MNSure. Payments of invoices involving federal funds and premium payments to carriers will be submitted by MNSure to DHS' Financial Operations Division (FOD) Accounts Payable email in-box and will be paid by FOD within 48 hours of receipt.

- b. Respond to vendors with questions about payments received.
  - c. DHS in consultation with MNSure, will establish blanket encumbrances for certain administrative expenses. This includes but is not limited to Central Mail, Innovative Office Solutions, Issuance Operations Center, Receipt Center, Post Office Box Rentals, and Phone bills.
  - d. Process EIORs for Accounts Payable purchase types for items such as training, registrations, and room rentals.
  - e. Process refunds due to previously receipted MNSure payments.
  - f. Process expenditure corrections related to cost coding of MNSure expenditures (EBFD, AC1 and ProjID codes) within one week of receiving from MNSure.
  - g. Establish vendor numbers in SWIFT for payments when needed.
  - h. Process Employee Business Expenses.
  - i. Maintain audit trail for encumbrance and payment documents.
3. **SWIFT and SEMA4 Security.** DHS shall:
- a. Establish and maintain SWIFT security clearance of MNSure employees as authorized by MNSure' Chief Financial Officer or designee.
  - b. Establish and maintain SEMA4 security clearance of MNSure employees as authorized by MNSure' Chief Financial Officer or designee.
  - c. Coordinate and include MNSure in the annual MMB security certification process.
  - d. Include MNSure in annual review and update of SWIFT security risk assessment.
4. **SWIFT-ER functionality.** DHS shall:
- a. Provide training and access to SWIFT-ER. SWIFT-ER is a web-based custom DHS/MN.IT application that serves as a front-end to the SWIFT Data Warehouse for standard report purposes.
  - b. Maintain underlying SWIFT-ER data base tables, report programing, and web-based interface.
  - c. Coordinate with MMB and their source "staging" tables to ensure the necessary data is accurate and available to refresh the SWIFT-ER data base nightly.
  - d. Provide Annual SWIFT-ER and data base maintenance, the transition between fiscal years requires extensive annual attention by technical staff.
5. **Navigator Program payments.** DHS shall:
- a. Calculate quarterly Navigator Program payments based on program data provided by MNSure.

- b. Stage the quarterly payments in IWP interface file; validate file against SWIFT vendor file.
  - c. Coordinate processing IWP interface file with MN.IT and MMB technical staff. (Note: the IWP file interface is maintained by MN.IT, but DHS pays for this service).
  - d. Provide Navigator budget vs actual reporting to MNSure.
- 6. **Accounts Receivable.** DHS shall:
  - a. To the extent permitted by Minnesota Statutes, section 16D.13 and MMB, include MNSure in DHS' waiver from not charging simple interest on debts owed to the state of Minnesota.
  - b. Provide general assistance on SWIFT Accounts Receivable and Billing functionality.
  - c. Provide back-up to MNSure staff on an as needed basis for SWIFT functions to ensure segregation of duties per SWIFT security risk assessment, including running single action process, approving credit bills, and updating customer demographic information.
- 7. **Federal project/grant accounting services.** DHS shall provide standard federal funds management services, including federal draws via federal Payment Management System and associated reporting and reconciliation.
- 8. **Collections.** DHS shall:
  - a. Provide general assistance of collection questions.
  - b. Coordinate referral of past due receivables to Department of Revenue for collections.
- 9. **Budget Planning & Cost Allocation.** DHS shall:
  - a. Provide assistance with budget planning related to MNSure Business Operations and Minnesota Eligibility Technology System (METS) by DHS' Financial Operations Director or designee.
  - b. Provide Public Assistance Cost Allocation Plan (PACAP) and Operational Advance Planning Document (OAPD) cost allocation services. Negotiate of cost allocation methodology and budget with federal agencies.
  - c. Provide COCAS administration and technical support as related to Schedule 90 of the PACAP.
  - d. Provide METS accounting and Executive Steering Committee (ESC) reporting by FOD staff to the extent it benefits MNSure.

10. **On-going MNSure Financial Responsibilities.** Apart from DHS' duties and obligations under this Section, MNSure shall perform and remain responsible for the activities described in Exhibit C, On-going Financial Responsibilities, which is attached and incorporated into this Agreement.

**B. Authorized Representatives.**

1. DHS' authorized representative in regards to financial operations is Terri Engel, Accounting Operations Manager, or her successor.
2. MNSure's authorized representative in regards to financial operations is Gerald Wood, Accounting Operations Director, or his successor.
3. Each representative shall have final authority for acceptance of payroll and accounts payable services of the other party and shall have responsibility to insure that all payments due to the other party with respect to payroll and accounts payable services are made pursuant to the terms of this Agreement.

- C. Consideration.** Consideration for all financial operation services performed by DHS pursuant to this Agreement shall be paid by MNSure at an annual cost of one hundred fifty thousand dollars (\$150,000), unless otherwise stated in Exhibit A as amended.

**1.3 Procurement.**

- A. Scope of Work.** DHS shall provide procurement services to MNSure in accordance with the duties, responsibilities, and obligations set forth below. DHS shall provide training and procedural updates for all of the services described in this section.
1. **Swift PO Transactions.** DHS shall encumber and dispatch various types of purchase orders as requested by MNSure via the Electronic Inter-Office Requisition (EIOR) system. This includes the on-going maintenance of such purchase orders and the year-end closing or certification that is required.
  2. **Purchasing Card Administration.** Per the DHS Purchasing Card Policy, DHS shall provide training for current and new cardholders, transaction support and/or dispute resolution, monthly reconciliation of transactions in SWIFT, record management in FileNet, etc.



3. **EIOR system services.** DHS shall provide training and support for EIOR. This includes granting user access, functioning reporting features based on MNSure requests, proper approval routing, accurate FinDept sources, etc.
4. **Agency Buyer Support.** Based on commodity, DHS shall support MNSure in the protocol of the procurement process. This includes posting events, coordinating bid events, and training in DHS business processes (Innovative Office Supplies, Multi-Function Devices, and other miscellaneous procurement standards).
5. **Receipts and Delivery.** DHS shall coordinate the receiving of items for delivery unless direct shipped to MNSure. This will include fulfilling the requirement of completing the SWIFT receipt process and subsequent 3-way match on required commodities. The appropriate profiles will be built in SWIFT for any asset related items per the DHS Fixed Asset Policy.
6. **Asset inventory and management.** DHS shall coordinate the inventory and management of MNSure fixed assets. This collaborated effort will be in accordance with the DHS Fixed Asset Policy and Procedures which will outline the process in accordance to State policy.
7. **MMB/CAFR asset reporting.** DHS shall assist in the CAFR reporting to be submitted and certified by a MNSure representative. DHS will update or adjust CAFR records based on data provided by MNSure and the financials created in SWIFT. This collaborated effort will be in accordance with the DHS Fixed Asset Policy and Procedures which will outline the process in accordance to State policy.
8. **Contracts.** DHS' Contracts unit shall enter POs in SWIFT for MNSure and MNSure/DHS related contracts according to MNSure/DHS contract work flow procedures. This includes MNSure administered professional technical contracts authorized within the ESC-approved METS budget that are cost allocated 100% to MNSure.

**B. Authorized Representatives.**

1. DHS' authorized representative in regards to procurement services is Mike LaValle, Procurement Supervisor, or his successor.
2. MNSure's authorized representative in regards to procurement services is Stacey D'Andrea, Contracts Manager, or her successor.

3. Each representative shall have final authority for acceptance of procurement services of the other party and shall have responsibility to insure that all payments due to the other party with respect to procurement services are made pursuant to the terms of this Agreement
- C. **Consideration.** Consideration for all procurement services performed by DHS pursuant to this Agreement shall be paid by MNsire at an annual cost of one hundred thousand dollars (\$100,000), unless otherwise stated in Exhibit A as amended.

#### 1.4 Background Studies.

- A. **Scope of Work.** DHS shall provide background study services to MNsire in accordance with the duties, responsibilities, and obligations set forth below. DHS shall:
1. Provide designated MNsire and Assister Resource Center staff with sufficient user access to the DHS NETStudy or NETStudy 2.0 application to allow for the performance of their job duties.
  2. Provide staff resources to input and process all Consumer Assistance Partner background study requests in a timely manner.
  3. 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.
  4. Notify MNsire through NETStudy or NETStudy 2.0 of the results of each background study.
  5. 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.
  6. Provide MNsire a copy of the notice described in item 5.

7. With respect to the Consumer Assistance Partner programs, work in partnership with MNSure regarding individualized reviews or appeal requested by a background study subject with potential disqualifying conduct or criminal offenses.
8. After transitioning to NETstudy 2.0, monitor MNSure's previous background study subjects through the "Registry Recheck" process and notify MNSure of matches with the Minnesota OIG Excluded Individuals, the Federal OIG List of Excluded Individuals and Entities, and the Minnesota Nurse Aide Registry.

**B. MNSure Responsibilities.** MNSure shall:

1. Request user access for NETstudy or NETstudy 2.0 for appropriate MNSure and Assister Resource Center staff.
2. Provide designated Assister Resource Center and DHS staff with access to MNSure data for these purposes including financial information, identity verification, and other relevant data.
3. Provide background study subjects with privacy notice from NETStudy or NETStudy 2.0.
4. Obtain a signed consent form the background study subject.

**C. Authorized Representatives.**

1. DHS' authorized representative in regards to background study services is Carolyn Ham, Inspector General, or her successor.
2. MNSure's authorized representative in regards to background study services is Christina Wessel, Senior Director of Partner and Board Relations, or her successor.
3. Each representative shall have final authority for acceptance of background study services of the other party and shall have responsibility to insure that all payments due to the other party with respect to background study services are made pursuant to the terms of this Agreement.

- C. Consideration.** Consideration for all background study services performed by DHS pursuant to this Agreement shall be paid by the MNSure at a rate of fifteen dollars (\$15.00) per background study. The estimated annual cost to MNSure is twenty five thousand dollars (\$25,000), unless otherwise

stated in Exhibit A as amended.

#### **1.5 Internal Audits.**

A. **Scope of Work.** DHS and MNSure agree to cooperate on fraud, waste, and abuse investigations and audits that originate in one agency but extend to or implicate activities in the other agency. For purposes of this section, the agency in which the investigation originates is designated the lead agency. The agency receiving a request for cooperation is designated the non-lead agency. Notwithstanding the foregoing, DHS is the lead agency on all public program investigations and audits. MNSure is the lead agency on all qualified health plan (QHP) investigations and audits. Cooperation includes but is not limited to upon request, making data relevant to the investigation held by the non-lead agency available to the lead agency in accordance with Data Sharing Agreement DSK%107571, as amended, or the applicable successive Data Sharing Agreement and Business Associate Agreement executed by the Parties. Where a non-lead agency's cooperation expends 24 (twenty-four) or more staff hours in a pay period, the two agencies shall negotiate an amendment to this Agreement to equitably reimburse the non-lead agency for staff hours incurred.

#### **B. Authorized Representatives.**

1. DHS' authorized representative in regards to internal audits is Gary Johnson, Director of Internal Audits Office, or his successor.
2. MNSure's authorized representative in regards to internal audits is John Nyanjom, Compliance & Program Integrity Manager, or his successor.
3. Each representative shall have final authority for acceptance of internal audit services of the other party and shall have responsibility to insure that all payments due to the other party with respect to internal audit services are made pursuant to the terms of this Agreement.

C. **Consideration.** Consideration for all internal audit services performed as described in 1.5(A) above shall be negotiated in an amendment to this agreement. Consideration shall comprise solely of actual staff time incurred multiplied by the staff member's hourly wage or salary rate.

#### **1.6 Fair Hearing and Appeals.**

A. **Scope of Work.** DHS shall provide fair hearing appeal adjudication services

to MNSure as described in Exhibit D, Fair Hearing and Appeal Services, which is attached and incorporated into this Agreement.

**B. Authorized Representatives.**

1. DHS' authorized representative in regards to fair hearing appeal adjudication services is Inta Sellars, Appeals Division Director, or her successor.
2. MNSure's authorized representative in regards to fair hearing appeal adjudication services is Jessica Kennedy, Deputy General Counsel and Policy Director, or her successor.
3. Each representative shall have final authority for acceptance of fair hearing appeal adjudication services of the other party and shall have responsibility to insure that all payments due to the other party with respect to fair hearing appeal adjudication services are made pursuant to the terms of this Agreement.

- C. Consideration.** Consideration for all fair hearing appeal adjudication services performed by DHS pursuant to this Agreement shall be paid by MNSure based on actual case counts and DHS' standard quarterly cost allocation process for appeals adjudication. Appeal adjudications resulting in a decision only on MNSure eligibility issue(s) listed in Exhibit D will be allocated completely to MNSure. Appeal adjudications resulting in a decision only on MNSure eligibility issue(s), Medicaid issue(s), and MinnesotaCare (Basic Health Plan) issue(s) will be allocated 1/3 to MNSure and 2/3 to DHS. Appeal adjudications resulting in a decision on both MNSure eligibility issue(s) and Medicaid issue(s), but not otherwise specified (i.e., "COMBO" appeals), will be allocated 50/50 between MNSure and DHS. The estimated annual cost to MNSure is eight hundred thirty seven thousand dollars (\$837,000.00), unless otherwise stated in Exhibit A as amended.

**1.7 Receipts Center.**

- A. Scope of Work.** DHS shall provide standard Receipt Center receipting services for MNSure's SHOP and Qualified Health Plans ("QHP") programs. DHS shall provide standard federal funds management services, including federal draws via federal Payment Management System and associated reporting and reconciliation.
- B. Authorized Representatives.**

1. DHS' authorized representative in regards to receipt center services is Terri Engel, FOD Accounting Operations Director, or her successor.
  2. MNSure's authorized representative in regards to receipt center services is Gerald Wood, Accounting Operations Director, or his successor.
  3. Each representative shall have final authority for acceptance of receipt center services of the other party and shall have responsibility to insure that all payments due to the other party with respect to receipt center services are made pursuant to the terms of this Agreement
- C. **Consideration.** Consideration for all receipt center services performed by DHS pursuant to this Agreement shall be paid by MNSure based on actual MNSure service utilization multiplied by the current applicable Receipt Center rate. The estimated annual cost to MNSure is ten thousand dollars (\$10,000) unless otherwise stated in Exhibit A.

**1.8 Issuance Operations Center.**

- A. **Scope of Work.** DHS shall provide Standard Issuance Operations Center print and mail services for METS and MNSure's QHP program.
- B. **Authorized Representatives.**
1. DHS' authorized representative in regards to issuance operation services is Terri Engel, FOD Accounting Operations Director, or her successor.
  2. MNSure's authorized representative in regards to issuance operation services is Gerald Wood, Accounting Operations Director, or his successor.
  3. Each representative shall have final authority for acceptance of issuance operation services of the other party and shall have responsibility to insure that all payments due to the other party with respect issuance operation services are made pursuant to the terms of this Agreement
- C. **Consideration.** Consideration for all issuance operation services performed by DHS pursuant to this Agreement shall be paid by MNSure based on actual MNSure service utilization multiplied by the current applicable Issuance Operations Center rate multiplied by the applicable MNSure/DHS

cost allocation ratio. The estimated annual cost to MNsure is seven hundred twenty five thousand dollars (\$725,000), unless otherwise stated in Exhibit A. Cost allocation applies.

**1.9 Equal Opportunity and Access.**

- A. Scope of Work.** MNsure and DHS shall comply with the terms and conditions of Translation Services Memorandum of Understanding ("Translation MOU") executed between the parties on May 9, 2017, and all subsequent amendments, which are incorporated into this Agreement by reference. The Translation MOU may be updated upon the mutual agreement of the parties irrespective of this Agreement. The Translation MOU must include terms governing purchase orders and the approval of translation bids for the translation of documents used by both agencies arising out of METS.
- B. Authorized Representatives.**
  - 1. DHS's authorized representative in regards to translations is Zecharias Hailu, Equal Opportunity and Access Director, or his successor.
  - 2. MNsure's authorized representative in regards to translations is Jessica Kennedy, Deputy General Counsel and Policy Director, or her successor.
  - 3. Each authorized representative shall have final authority for acceptance of translation services provided by the other party and shall have responsibility to ensure that all payments due to the other party for translation services under this Agreement are made pursuant to the terms of this Agreement.
- C. Consideration.** Consideration for all translation services shall be paid as follows:
  - 1. For quality assurance services provided by DHS as outlined in the Translation MOU, MNsure shall pay DHS an annual cost of seven thousand dollars (\$7,000.00), unless otherwise stated in Exhibit A.
  - 2. For costs based on the translation of documents used by both MNsure and DHS arising out of METS, the MNsure allocation basis is QHP enrollments to all program enrollments for the current quarter-ended period. (Medical Assistance, MinnesotaCare, and QHP). The financial obligations of this paragraph is governed by Section 2.1 of this Agreement.



3. Each agency is otherwise responsible for its own respective translation costs.

#### **1.10 MNSure IT Managerial and Operations Support.**

- A. **Scope of Work.** DHS shall provide standard managerial and operations IT support services for MNSure business operations activities.
- B. **Authorized Representatives.**
  1. DHS' authorized representative in regards to IT support services is Marty Cammack, Financial Operations Director, or his successor.
  2. MNSure's authorized representative in regards to IT support services is Kari Koob, Chief Financial Officer, or her successor.
  3. Each representative shall have final authority for acceptance of IT support services of the other party and shall have responsibility to insure that all payments due to the other party with respect to IT support services are made pursuant to the terms of this Agreement
- C. **Consideration.** Consideration for all IT support services performed by DHS pursuant to this Agreement shall be paid by MNSure based on actual MN.IT@DHS staff hours coded to AC2 code 47043. The estimated annual cost to MNSure is one hundred eighty thousand dollars (\$180,000), unless otherwise stated in Exhibit A as amended.

## **2. PARTIES' DUTIES – MINNESOTA ELIGIBILITY TECHNOLOGY SYSTEM (METS).**

### **2.1 METS System Operations.**

- A. **Scope of Work.** DHS through its MN.IT@DHS shall be the technical lead for METS operations as defined and authorized by the METS Executive Steering Committee, and cost allocated in accordance with federally approved DHS Public Assistance Cost Allocation Plan ("PACAP").
- B. **Authorized Representatives.**
  1. DHS' authorized representative in regards to METS System Operations services is Alex Kotze, Chief Financial Officer, or her successor.
  2. MNSure's authorized representative in regards METS System

Operations services is Kari Koob, Chief Financial Officer, or her successor;

3. Each representative shall have final authority for acceptance of METS System Operations services of the other party and shall have responsibility to insure that all payments due to the other party with respect to METS System Operations services are made pursuant to the terms of this Agreement
- C. **Consideration.** Consideration for all METS System Operations services performed by DHS pursuant to this Agreement shall be paid by MNSure in accordance with the federally approved DHS PACAP. The estimated annual cost to MNSure is two million nine hundred forty five thousand dollars (\$2,945,000), unless otherwise stated in Exhibit A and the line item budget set forth in Exhibit A as amended.

## 2.2 METS System Development.

- A. **Phase 1 Scope of Work.** In State Fiscal Year 2018 (SFY18), DHS through MN.IT@DHS shall provide METS System Development services associated with Phase 1 of the implementation and enhancement of MNSure's state-based Health Insurance Exchange as authorized by the METS Executive Steering Committee, and cost allocated in accordance with federally approved DHS PACAP.
- B. **Phase 2 Scope of Work.** DHS through its MN.IT@DHS shall provide METS System Development services associated with Phase 2 of the implementation and enhancement of MNSure's state-based Health Insurance Exchange as authorized by the METS Executive Steering Committee, and cost allocated in accordance with federally approved DHS PACAP.
- C. **Authorized Representatives.**
  1. DHS' authorized representative in regards to METS System Development services is Alex Kotze, Chief Financial Officer, or her successor.
  2. MNSure's authorized representative in regards to METS System Development services is Kari Koob, Chief Financial Officer, or her successor.
  3. Each representative shall have final authority for acceptance of METS System Development services of the other party and shall have responsibility to insure that all payments due to the other party with respect to METS System Development services are made pursuant to

the terms of this Agreement

**D. Consideration.**

1. **Phase 1.** Consideration for all Phase 1 METS System Development services performed by DHS pursuant to this Agreement shall be paid by MNSure based on the DHS PACAP and in accordance with the estimated annual cost of \$1,005,000, unless otherwise stated in Exhibit A and line item budget, as amended.
2. **Phase 2.** Consideration for all Phase 2 METS System Development services performed by DHS pursuant to this Agreement, if applicable, shall be negotiated in an amendment to this Agreement if the PACAP allocates cost to MNSure.

**3. Occupancy and IT Support Indirect Costs.**

**3.1 Scope of Work.** Payments made and invoices submitted between DHS and MNSure under Section 1 and Section 2.1 of this Agreement are based on direct costs, including the associated Full Time Employee (FTE) positions. This Section addresses the occupancy and IT support indirect costs attributable to these FTE positions. DHS may submit, and MNSure shall pay, invoices for occupancy and IT support indirect costs associated with FTE assigned to perform work under this Agreement.

**3.2 Authorized Representatives.**

1. DHS' authorized representative in regards to occupancy and IT support indirect costs is Marty Cammack, Financial Operations Director, or his successor.
  2. MNSure's authorized representative in regards to occupancy and IT support indirect costs is Kari Koob, Chief Financial Officer, or her successor.
  3. Each representative shall have final authority for acceptance of IT support services of the other party and shall have responsibility to insure that all payments due to the other party with respect to IT support services are made pursuant to the terms of this Agreement
- C. Consideration.** Consideration for all occupancy and IT support indirect costs under this Agreement shall be paid by MNSure. Consideration under this Section is based on the annual occupancy and IT support cost per DHS/@DHS FTE multiplied by the FTE positions attributable to this IAA. The

estimated annual fixed indirect cost to MNSure is two hundred thousand dollars (\$200,000.00), unless otherwise stated in Exhibit A as amended.

#### **4. DHS PUBLIC HEALTH CARE PROGRAMS.**

- A. Scope.** DHS and MNSure acknowledge that under an Interagency Agreement titled "Interagency Services Agreement for MNSure Participation in the Administration of the Minnesota State Plan or Services Under Title XIX" and dated November 3<sup>rd</sup>, 2014, which is incorporated into this Agreement by reference, each party has separate and independent obligations related to MNSure's role in DHS' public health care programs.
1. Under the above referenced Interagency Agreement, MNSure has a separate obligation to provide enrollment activities, including eligibility determination, case management, policy renewal, outreach, and post-eligibility to DHS for Minnesotans seeking benefits under DHS' public health care programs, including Medical Assistance and MinnesotaCare.
  2. The Parties acknowledge that services provided by MNSure under the above referenced Interagency Agreement benefit DHS' public health care programs.
  3. DHS' and MNSure's roles and responsibilities in the operation, support, and implementation of the Consumer Assistance Programs, including the Navigator Program and Certified Application Counselor Program, and the Assistor Resource Center shall be governed by Exhibit E, Consumer Assistance Program, which is attached and incorporated into this Agreement.
- B. Estimated Payments.** Under the above referenced Interagency Agreement, the Parties acknowledge that DHS has a separate and independent obligation to pay MNSure for MNSure administrative costs attributable to the DHS' public health care programs according to the DHS Public Assistance Cost Allocation Plan ("PACAP"). The estimated amounts are as follows:
1. SFY2018: \$14,379,000
  2. SFY2019: \$14,464,000

The amounts specified in this Section are estimates only. This Agreement does not obligate DHS to pay MNSure the amounts estimated in this Section for any service performed in this Agreement or the Interagency Agreement referenced in Paragraph 1 of this Section.

## 5. **CONSIDERATION AND TERMS OF PAYMENT.**

### A. **Payment Structure.**

1. **Section 1 Parties' Duties – MNSure Business Operations.** Consideration for all services performed by DHS under Section 1 of this Agreement represents MNSure's payment to DHS for DHS administrative and business operations costs attributable to MNSure's private health care programs.
2. **Section 2 Parties' Duties – METS Services.** Consideration for all services performed by DHS under Section 2 of this Agreement represents MNSure's payment to DHS for METS system operation and development costs attributable to MNSure's private health care programs.
3. **Section 3 Occupancy and IT Support Indirect Costs.** Payments made and invoices submitted between DHS and MNSure under Section 1 and Section 2 of this Agreement are based on direct costs, including the associated FTE allocation. Compensation under Section 3 represents the occupancy and IT support indirect costs attributable to these FTE positions.
4. **Payment Methodology.** Payments made and invoices submitted between DHS and MNSure shall be in accordance with the DHS Public Assistance Cost Allocation Plan ("PACAP") methodology and associated Central Office Cost Allocation System ("COCAS") policies and procedures, and in accordance with Centers for Medicare & Medicaid Services' ("CMS") advance planning documents ("APDs") associated with Minnesota's Medicaid Eligibility Determination System ("MEDs"), which are hereby incorporated into this Agreement by reference.

B. **Consideration.** Consideration for all services performed by DHS pursuant to this Agreement shall be paid by MNSure in accordance with the allocations set forth in Exhibit A, as amended, which is attached and incorporated into this Agreement.

C. **Terms of Payment.** Payment shall be made by MNSure on a quarterly basis within thirty (30) days after DHS has presented Invoices for services performed to MNSure. DHS shall present invoices to MNSure within forty five (45) days after each calendar quarter end.

### D. **Total Obligation.**

1. **MNSure Business Operations Services.** The total obligation of MNSure for all compensation and reimbursements to DHS for non-IT related services under this Agreement shall not exceed **four million four hundred sixty**

eight thousand dollars (\$4,468,000), unless otherwise stated in Exhibit A as amended.

2. **METS Services.** The total obligation of MNSure for all compensation and reimbursements to DHS for IT related services under this Agreement shall not exceed six million eight hundred ninety five thousand dollars (\$6,895,000), unless otherwise stated in Exhibit A as amended.
3. **Occupancy and IT Support Indirect Costs.** The total obligation of MNSure for all compensation and reimbursements to DHS for occupancy and IT support indirect costs under this Agreement shall not exceed four hundred thousand dollars (\$400,000.00), unless otherwise stated in Exhibit A as amended.

E. **Advance Payments.** MNSure's and DHS' Chief Financial Officers, or their successors, may, based on estimated invoices, authorize advance payments between MNSure and DHS for the limited purpose of addressing cash flow issues resulting from quarterly PACAP and COCAS procedures. Advance payments made under this Section must be settled against the next invoice and shall not exceed line item amounts set forth in Exhibit A, Interagency Agreement Budget.

F. **Section 4 DHS Public Health Care Programs.** Section 4 of this Agreement represents DHS' separate and independent obligation to pay MNSure for MNSure administrative costs attributable to the DHS' public health care programs. This Agreement does not obligate DHS to pay MNSure the amounts estimated in Section 4 for any service performed in this Agreement or the Interagency Agreement referenced in Section 4.

6. **CONDITIONS OF PAYMENT.** All services provided by DHS pursuant to this Agreement shall be performed to the satisfaction of MNSure, as determined at the sole discretion of its Authorized Representative.
7. **TERMS OF AGREEMENT.** This Agreement shall be effective on July 1, 2017, without regard to the Execution Date of this Agreement, and shall remain in effect through June 30, 2019, or until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first. Upon the Execution Date of this Agreement, all previous agreements between DHS and MNSure for goods and services covered by this Agreement shall terminate and be replaced by this Agreement. All previous agreements between DHS and MNSure for goods and services not covered by this Agreement shall remain in full force and effect.
8. **CANCELLATION.** This Agreement may be canceled by MNSure or DHS at any time, with or without cause, upon thirty (30) days written notice to the other party. In the

event of such a cancellation, the DHS shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

9. **ASSIGNMENT.** Neither DHS nor MNSure shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.
10. **AMENDMENTS.** Any amendments to this Agreement shall be in writing, and shall not be effective until executed by the same parties who executed the original agreement, or their successors in office.
  - A. In the event of an emergency, MNSure's and DHS' Chief Financial Officers, or their successors, may agree, in writing, to the provision and payment of services not otherwise addressed in this Agreement. For purposes of this Section, an emergency shall have the same meaning as Minnesota Statutes, section 16C.02, subdivision 6(b) and due to time constraints, cannot be addressed with an immediate amendment to this Agreement. All services and payments authorized under this Section must be incorporated into a formal amendment in accordance with Section 8 above within a reasonable time after the emergency.
11. **LIABILITY.** DHS and MNSure agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other and the results thereof. The DHS and the MNSure liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.736, and other applicable law.
12. **INFORMATION PRIVACY AND SECURITY.** Information privacy and security shall be governed by the "Data Sharing Agreement and Business Associate Agreement Terms and Conditions", identified as DSK%107571, as amended, or the applicable successive Data Sharing Agreement executed by the Parties, which is incorporated into this Agreement by reference. DHS and MNSure respectively agree that each party shall fully comply with the terms of the Data Sharing Agreement when carrying out any duties or obligation identified in this Agreement.

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(Signature Page Follows).



IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION

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

By: [Signature]

Date: 9-25-17

SWIFT Contract No: 127690

SWIFT PO #: 3-1402

2. DHS

By: [Signature]

Title: Deputy Commissioner

Date: 6/30/17

3. MNSURE

By: [Signature]

Title: CEO

Date: 6/29/2017.

# EXHIBIT A Interagency Agreement Budget

Section (i.e. services to be provided)	Basis for Amount Charged	Authorized Representative		Original Maximum Charge Amount		Amended Maximum Charge Amount	
		MNsure / Kari Koob	DHS / Alex Kotze	FY2018	FY2019	FY2018	FY2019
1.1 Human Resources	Fixed	Dave Rowley	Connie Jones	200,000	200,000		
1.2 Financial Operations	Fixed	Gerald Wood	Terri Engel	150,000	150,000		
1.3 Procurement	Fixed	Stacey D'Andrea	Mike LaValle	100,000	100,000		
1.4 Background Studies	Variable	Christina Wessel	Carolyn Ham	25,000	25,000		
1.5 Internal Audits	Variable	John Nyanjom	Gary Johnson	0	0		
1.6 Fair Hearing and Appeals	Variable	Jessica Kennedy	Inta Stellers	837,000	837,000		
1.7 Receipts Center	Variable	Gerald Wood	Terri Engel	10,000	10,000		
1.8 Issuance Operations Center	Variable	Gerald Wood	Terri Engel	725,000	725,000		
1.9 Equal Opportunity and Access	Fixed	Jessica Kennedy	Zecharias Hailu	7,000	7,000		
1.10 MNsure IT Managerial and Operations Support	Fixed	Kari Koob	Marty Cammack	180,000	180,000		
<b>Total Business Operation Services</b>				<b>2,234,000</b>	<b>2,234,000</b>	<b>0</b>	<b>0</b>
2.1 METS System Operations	Variable	Kari Koob	Alex Kotze	2,945,000	2,945,000		
2.2 METS System Development Phase 1 Phase 2	Variable	Kari Koob	Alex Kotze	1,005,000 0	0 0		
<b>Total METS Services</b>				<b>3,950,000</b>	<b>2,945,000</b>	<b>0</b>	<b>0</b>
<b>3. Occupancy and IT Support Indirect Costs</b>	Fixed	Kari Koob	Marty Cammack	<b>200,000</b>	<b>200,000</b>		
<b>Total Interagency Agreement</b>				<b>6,384,000</b>	<b>5,379,000</b>	<b>0</b>	<b>0</b>

## **EXHIBIT B - Human Resource Services**

DHS will provide the agency the following human resource services that will help MNsure operate effectively:

### ***Transactions***

- Complete accurate and timely SEMA-4 changes related to changes in employee information, hire, funding, promotion, separation dates, increase dates, department ID, medical leaves of absence, performance reviews, etc.
- Seniority Rosters will be updated/posted as required by contracts/plans.

Timely transactions depend on DHS receiving timely information from MNsure about employee status. DHS is not responsible for processing information if it has not received a written request.

### ***Performance Management***

Definition: Developing standards and policies and providing support for supervisors and managers to provide constructive and developmental feedback and direction for ongoing coaching as well as a context for management decision-making.

- Train management on performance improvement techniques.
- Advise managers and supervisors in investigating employee misconduct, performance or attendance problems, or recommend retention of an outside investigator. Investigations for managerial staff will be referred to an independent investigator outside the state. DHS will coordinate the investigation.
- Advise managers and supervisors on handling performance, attendance, and conduct issues with employees.
- Assist managers and supervisors in withholding performance increases, taking disciplinary action, or discharging employees.
- Draft disciplinary letters and letters of expectations.
- Advise managers and supervisors on human resources best practices in employee motivation, reviews, and supervisory practices.

MNsure is responsible for paying all costs associated with independent investigations.

### ***Human Resources Policy Management***

Definition: Researching, developing, recommending, implementing, and communicating an array of Human Resources policies to support consistent employment practices.

- Investigate the need for and write new policies for human resource issues.
- Maintain and update existing policies.

### ***Contract Administration***

- Advise managers and supervisors on the proper application of contract language. When appropriate, DHS will seek MMB's advice on contract interpretation.
- Advise managers and supervisors on the practical application of employment laws such as FMLA, FLSA, ADA, USERRA, and all discrimination laws.

### ***Training***

Definition: Providing strategy, planning, and implementation of targeted learning activities to support both individual employee development and organizational strategies. This training is restricted to employees of MNsure.

- In conjunction with MNsure HR Specialist, train managers and supervisors on human resources practices, employment law, bargaining unit contract language, compensation, code of ethics, and other topics directly related to human resources.

#### ***Classification and Compensation***

Definition: Conduct an analysis of the individual position to identify and describe the different kinds of work in an organization and group similar positions under common classification titles based upon the kind of work, degree of difficulty and the responsibilities required.

- Review position descriptions, determine appropriate classification, document audit decisions, and explain the rationale for classification decisions.
- Coordinate Hay sessions when applicable.
- Conduct studies of groups of positions as necessary.
- Approve or deny compensation requests for new hires or promotions.
- Supervisors will receive notification of positions that are ending each quarter.

MNsure must provide documentation of requests to convert unclassified position to the classified service at least one month in advance of the end of the unclassified position.

DHS has received delegated authority from MMB-Enterprise Human Resources to make classification and compensation decisions. DHS must abide by accepted practices and rules governing classification and compensation in order to retain this delegation. MMB-Enterprise Human Resources periodically audits DHS's work to determine compliance with rules and laws.

#### ***Vacancy-Filling***

Definition: Work with HR Specialist who works directly to assist managers in hiring so that MNsure follows state bargaining unit contracts, employment laws, and state laws governing state positions. This includes filling vacancies by developing appropriate qualifications for vacancies, determining recruitment options, posting, reviewing candidates resumes to determine qualified candidates, and assisting the supervisor or managers in following state bargaining unit contracts and state laws.

- Advise on minimum qualifications and recruitment options.
- Posting and bidding/expressions of interest process for classified positions.
- Review position applications to determine which applicants meet the minimum qualifications and refer successful candidates to the hiring supervisor.
- Assist managers and supervisors in developing interview questions and other selection criteria and exercises.
- Conduct background checks.
- Document hires for affirmative action purposes.
- Compose offer and employment confirmation letters.
- Notify all applicants of position hiring decisions.
- Close out Resumix.

#### ***Labor Relations and Employment Law***

Definition: Ongoing maintenance and development of union and employee relations in order to advise management on performance and employment law issues, standards, and policies.

- Represent management at meet and confer sessions.
- Respond to third-step grievances for MNSure.
- Review and responding to requests for accommodation under the ADA.
- Monitor payroll and leave under USERRA.
- Notify MNSure of new laws, state rules, and issues.
- Investigate all significant workers' compensation claims, process claims, and work through settlements and resolutions on behalf of MNSure.
- Advise supervisors and managers with other employment law issues such as discrimination, sexual harassment, etc.
- Review unemployment claims and represent management in unemployment hearings.

#### ***Safety & Workers' Compensation***

- File yearly OSHA lost-time reports.
- Assist with first reports of injury filings.

#### ***Reporting***

- Upon request, provide ad hoc reports on employee costs, leave use, hires, separations, and other employment information contained in the state's information warehouse.

#### ***File Maintenance & Storage***

- Maintain and store audit (job classification decision) files and requisitions (vacancy filling) files.
- Inform MNSure on the types of personnel information that should be securely maintained onsite.
- Maintain Personnel files/records.

#### **DHS Human Resources Responsibilities:**

DHS will provide the following level of service:

- Vacancies will be posted within two business days of receipt of a request to fill (if the position does not need to be allocated or the allocation changed).
- Examine I-9 documentation, after hire, for legal hiring.
- Positions requiring initial allocation will be allocated within two weeks of the receipt of a complete position description, organizational chart, and request memo.
- Positions requiring reallocation will be audited within four to six weeks of the receipt of a complete position description, organizational chart, and request memo.
- Investigations will be conducted promptly. Timing depends on the exact circumstances and availability of union representatives.
- Transactions turned in by Thursday of the non-payroll week will take effect that payroll period.
- Employees hired during the last two days of the pay period may not be paid for those days until the next pay period.

#### **MNsure's Responsibilities:**

Management of MNsure is responsible for the actions of the organization's employees, including unethical, violent, or harassing behavior and failure to follow state policies and procedures.

MNsure is responsible for completing the following human resource actions:

#### **Benefits Administration**

- Convey benefits information from Minnesota Management and Budget (DHS) to employees of MNsure.
- Benefits questions and issues will be handled directly by the State Employee Group Insurance Program (SEGIP) at MMB. All employees will receive information on the SEGIP contact.
- FMLA requests: All employees will receive information on how to apply for FMLA from DHS and supervisors and managers will coordinate directly with DHS.

#### **Training**

Definition: Providing strategy, planning, and implementation of targeted learning activities to support both individual employee development and organizational strategies. This training is restricted to employees of MNsure.

- In conjunction with DHS, train managers and supervisors on human resources practices, employment law, bargaining unit contract language, compensation, code of ethics, and other topics directly related to human resources.
- Track completion on topics mandated by law or policy – code of conduct, sexual harassment prevention, right-to-know, etc.
- Send communications to employees about various human resource topics.

#### **Policies and Procedures**

- MNsure has appointed an Ethics Officer and communicated that designation to employees.
- Employees are trained on the Code of Ethics (M.S. 43A.18) and as required the Code of Conduct.
- Position descriptions clearly indicate the employee's level of decision-making authority.

- Employees receive copies of general statewide policies and policies and procedures governing their particular jobs.
- Formal delegations of duties are on file.
- Operating practices are consistent with state policies.
- Appropriate action is taken for violations of policy.

#### ***Position Descriptions***

- All positions have position descriptions that are updated at least every three years.
- Position descriptions are consistent with employees' actual job duties and include a listing of essential functions under the ADA.

#### ***Employee Performance Management***

- New employees must receive copies of their position descriptions and an orientation to their work and their work unit.
- All new employees must receive mid-probationary and probationary reviews.
- All employees must be given honest feedback on their performance at least once a year with a written formal evaluation placed in their personnel file.
- Performance expectations are made clear for all employees.
- Employees whose performance, attendance, or behavior is problematic will be coached on their deficiencies to permit them to improve – unless the behavior is so severe that immediate action must be taken to end their appointment. All such issues should be discussed with the DHS Labor Relations Representative.



## EXHIBIT C - On-going MNSure Financial Responsibilities

Apart from DHS' duties and obligations under Clause 1.2 "Financial Operations" of this Agreement, MNSure shall perform and remain responsible for the following activities:

1. Management of overall MNSure finances and operating budget with the federal government, Minnesota Management and Budget (MMB) and the MNSure Board of Directors.
2. Reconciliation of MNSure-related legislative actions to MMB Fund Balance Statements; reconciliation of MNSure Enterprise Fund activity to MMB Financial Statements (CAFR).
3. Administration of federal grant applications and awards, including coordination with DHS federal APD projects and associated MNSure/DHS cost sharing.
4. Administration of federal fiscal reporting requirements; responses to data requests from federal agencies and /or auditors.
5. Management of SWIFT Agency H60 (MNSure) chart of accounts, budget structure, and budget / commitment control.
6. Coordination with MMB Executive Budget Officer (s) assigned to MNSure; authorization of SWIFT Agency H60 (MNSure) appropriation transfers and cash flow assistance.
7. Forecasting MNSure premium withhold revenue; budgeting and accounting for premium withhold revenue, including invoicing process.
8. Accounting for and reconciliation of MNSure premium pass-through activity within SWIFT and with the MNSure System (as applicable).
9. Contract management, including legal/attorney function and SWIFT processes (professional technical contracts and grant contracts)
10. Ensuring timely, policy compliant, SEMA4 Employee Self-Serve Timesheet completion and supervisory approvals; and associated employee Business Expense approvals.
11. Ensuring MNSure's SEMA4 Department ID structure and SEMA4 position funding records are maintained consistent with the current organization structure and available funding.
12. Initiation and approval of E-1768 personnel transaction, including completion of the Funding Tab when required.
13. Initiation and approval of EIOR commodity purchases, including the Fund Approver role.
14. Approval of special expenses requests and employee business expenses (e.g. travel).
15. Approval of vendor/interagency invoices for payment; timely delivery of approved invoices to DHS Accounts Payable.

Exhibit C – Financial Operations

16. Maintaining SWIFT customer file so invoicing processes are timely.
17. Troubleshooting and direct follow-up with vendors and customers on payment/invoice inquiries and issues.
18. Annual certifications to MMB, for example: annual spending plan, accounts receivable, financial statement accruals, encumbrances at fiscal year close, CAFR, federal Single Audit Schedules, etc.
19. Updating of Biennial Budget System (a.k.a BPAS), including budget maintenance, narratives and fiscal pages.
20. Coordination of MNsure technology system related fiscal notes/assumptions with DHS Budget Analysis Division.
21. Administration of interagency agreements with DHS.

## EXHIBIT D - Fair Hearing and Appeal Services

### 1. DHS Duties. DHS shall:

- A. Maintain adequate staffing levels for services specified in this Exhibit by employing: human services judges, paralegals, administrative support staff, and supervisor human services judges.
- B. Adjudicate, including issuing final orders of eligibility determinations, all MNSure eligibility appeals, including employer shared responsibility appeals and carrier eligibility determination review appeals.<sup>1</sup>
- C. Manage the intake of all MNSure eligibility appeals.
- D. Provide a representative sample of redacted final decisions to be publically posted.
- E. Send all correspondence regarding MNSure eligibility appeals to the parties, including, but not limited to, an acknowledgement of receipt of appeal requests and hearing notices.
- F. Submit measurable reports, as agreed upon, to MNSure.
- G. Investigate and respond to all complaints received pertaining to DHS's handling of MNSure appeals, copying MNSure's Authorized Representative.

### 2. MNSure Duties. MNSure Shall:

- A. Provide the consultation, coordination, and directive services of a full time MNSure Appeals Manager.
- B. Provide the design for public interfacing for MNSure eligibility appeals.
- C. Pay DHS in accordance with Clause I.
- D. Provide appeal summaries to DHS in accordance with the timelines and other requirements of Minnesota Rules, part 7700.0105, subpart 10, and other applicable law.

### 3. DHS Tasks.

- A. **Staffing and Training.** DHS will provide sufficient staffing levels necessary for adjudicating eligibility appeals and all other functions incorporated through this Agreement, in accordance with state and federal law and MNSure policies and procedures. DHS will monitor staffing levels on an ongoing basis and will preemptively identify options for filling staffing vacancies

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<sup>1</sup> Carrier eligibility determination review appeals are in accordance with section 2.3 of the MNSure Carrier Business Agreement, whereby a carrier offering plans through MNSure may request a formal review of an eligibility determination or redetermination made by MNSure with respect to an enrollee of the Carrier.

on short notice. DHS will monitor on an ongoing basis all staffing and training weakness and report the same upon identification to MNSure, which will actively identify potential solutions for DHS to explore.

**B. Adjudication.** DHS will adjudicate all MNSure eligibility appeals on:

1. Any MNSure determination of eligibility to enroll in a Qualified Health Plan (QHP) through MNSure, including redeterminations in accordance with 45 C.F.R. § 155.305 (a)-(b); 45 C.F.R. § 155.330; and 45 C.F.R. § 155.335;
2. Any MNSure determination of eligibility for and level of Advanced Payment Tax Credit (APTC), and eligibility for and level of Cost Sharing Reductions (CSR), including redeterminations in accordance with 45 C.F.R. § 155.305 (f)-(g); 45 C.F.R. § 155.330; and 45 C.F.R. § 155.335;
3. Any MNSure determination or redetermination of eligibility for employee and/or employer in a Small Business Health Option Program (SHOP) in accordance with 45 C.F.R. § 155.710 (a) and 45 C.F.R. § 155.710 (e);
4. Any MNSure determination or redetermination of a grant of certification attesting that, for the purposes of the individual responsibility penalty under section 5000A of the Internal Revenue Service Code of 1986, an individual is exempt from the individual requirement imposed, in accordance with 45 C.F.R. § 155.605;
5. Any failure by MNSure to provide timely notice of an eligibility determination in accordance with 45 C.F.R. § 155.310 (g), 45 C.F.R. § 155.330 (e)(1)(ii), 45 C.F.R. § 155.335 (h)(ii), 45 C.F.R. § 155.610 (i) or 45 C.F.R. § 155.715 (e)-(f); and
6. In response to a notice sent by MNSure under 45 C.F.R. § 155.310 (h), a determination that an employer does not provide minimum essential coverage through an employer-sponsored plan or that the employer does provide coverage but is not affordable coverage with respect to an employee.
7. Carrier eligibility determination review appeals, in accordance with section 2.3 of the MNSure Carrier Business Agreement, whereby a carrier offering plans through MNSure may request a formal review of an eligibility determination or redetermination made by MNSure with respect to an enrollee of the Carrier.

The adjudication of MNSure appeals will offer all procedural due process required by federal and state law; offer all accessibility rights under state and federal law; and will adhere to all final and proposed state and federal regulations governing the adjudication of MNSure appeals. The adjudication will honor the timelines specified in state and federal law. The adjudication includes "expedited appeals," in accordance with 45 Code of Federal Regulations, part 155.540, and MNSure policies and procedures. The adjudication will include, but not be limited to, the following components:

- a. A written recommended decision;

- b. A telephone hearing, a videoconference hearing, or an in-person hearing, when required;
- c. A prehearing conference, if deemed necessary by the presiding judge;
- d. A notice and order for hearing
- e. A MNSure Order issued on behalf of the MNSure Board;
- f. Digital recording of the hearing;
- g. Language Interpretation and translation services, where requested, provided, assistance from MNSure in exploring options for providing in-person interpretation when requested; and
- h. Compliance with all MNSure policies and procedures related to appeal adjudication.

**C. Intake and Finalization.**

- 1. DHS will provide, at minimum, daily monitoring of the designated EDMS folder to check for new appeals forms and eligibility records to transfer from MNSure to DHS. DHS will input all received MNSure appeals forms into the case management system (CMS), categorize and assign the appeals. MNSure reserves the right to review appeal requests and informally resolve them internally.
- 2. DHS will input the eligibility records received from MNSure and/or received directly from the appellant into the CMS or records management system (EDMS). DHS is responsible for ensuring accumulation of the appeal record and its comprehensive retention, including the digital recording of the hearing.
- 3. Upon final order, DHS will input the entire Appeal record into the designated EDMS folder for MNSure to maintain. MNSure is the official record holder for the official appeal record once final and uploaded to EDMS.

**D. Redaction.** DHS shall redact for public viewing a sizeable representative sample of MNSure Orders in accordance with state and federal data privacy laws. The size of the representative sample and the methodology for the sampling will be agreed upon by the parties.

DHS will carefully review each Order chosen for redaction so as to redact all identifying information on a case-by-case basis, in addition to redacting all standard identifiers. DHS will upload each redacted order to the decisions database designated by MNSure.

**E. Sending and Maintaining Correspondence.**

- 1. Upon request, DHS will send all correspondence regarding filed MNSure appeals, including, but not limited to, an acknowledgement of receipt of appeal requests, hearing notices, decisions and MNSure Orders, and reconsideration requests to MNSure.
- 2. All correspondence related to MNSure appeals will use letterhead approved by MNSure's Authorized Representative, and will use the appropriate MNSure appeals correspondence template.

3. Correspondence that must be mailed in a "timely" manner will be sent on or before 10 (ten) business days. Final Orders will be mailed within 1 (one) business day of finalization and always within 90 (ninety) days of receipt of request, as administratively feasible. Dismissals of expedited appeals and final Orders of expedited appeals will be sent within the timeframes as determined by the Secretary of the United States Department of Health and Human Services.
  4. A copy of all MNSure appeals correspondence will be retained in the case management system, as part of the appeal record. All correspondence related to MNSure appeals will be post-marked no later than one calendar day following the date listed on the MNSure appeals correspondence (i.e., all MNSure appeals correspondence post-marked on Monday will reflect Monday's date on the letter).
  5. DHS will investigate all returned MNSure appeals correspondence, and notify MNSure's Authorized Representative of all returned MNSure appeals correspondence and their respective resolutions on a weekly basis.
- F. **Reporting.** DHS shall submit to MNSure's Authorized Representative reports to measure various metrics pertaining to MNSure appeals, including, but not limited to, number of appeals; number of hearings; timeliness of pending appeals; timeliness of finalized appeals; caseloads; requests for reconsideration, and any metrics measured by state and/or federal reporting needs or audits. The frequency of these reports will be as agreed upon by MNSure's Authorized Representative and DHS' Authorized Representative and will include both regularly reoccurring reports and reports in response to ad hoc requests.
  - G. **Investigation and Response to complaints.** DHS will investigate and respond to all complaints received pertaining to DHS's handling of MNSure appeals and respond to complainant, copying MNSure's Authorized Representative, **within 30 days of receiving complaint**, per the policy and procedure developed according to this Statement.
  - H. **Invoicing.** DHS will submit to MNSure's Authorized Representative, **quarterly itemized invoices** unless otherwise stated in this Agreement.
4. **MNSure Tasks.**
    - A. **Consultation, Coordination, and Direction.** MNSure shall employ and provide a full-time MNSure Appeals Manager to consult, coordinate, and direct services under this Exhibit D. The MNSure Appeals Manager will coordinate the efforts of the parties under this Agreement; organize as needed meetings; serve as a subject matter expert for MNSure appeals; and generally be available to consult and provide direction on a need-be basis for DHS. In the absence of the MNSure Appeals Manager (e.g., vacation), an interim replacement will be identified.
    - B. **Public Interfacing for MNSure appeals.** MNSure will provide the sole public interfacing for MNSure appeals by making appeal information and materials available on its website and through outreach plans developed by MNSure.
    - C. **Payment.** MNSure will pay DHS upon acceptance by MNSure that the tasks and deliverables

have been completed, and in accordance with the invoices of each respective agency and the costs as detailed above.

- D. **Appeals Summaries.** MNSure will provide DHS appeal summaries in accordance with the timelines and other requirements of Minnesota Rules, part 7700.0105, subpart 10, and other applicable law.

## **Exhibit E – Consumer Assistance Program**

1. **MNsure's Responsibilities.** MNsure will operate the Consumer Assistance Programs, including the Navigator Program, Certified Application Counselor program, and the Assister Resource Center ("ARC"). Operational responsibilities include:
  - A. **Contracting.** MNsure will:
    1. Process all consumer assistance partner applications and contracts.
    2. Specifically identify DHS as a third-party beneficiary in all Consumer Assistance Partner contracts including, Certified Application Counselor Services Agreements, and Joint Powers and Grant Navigator/In-Person Assister Agreements.
    3. Request input from DHS' Contracts division on the creation and modification of all consumer assistance partner contract templates.
  - B. **Training, resource pages and manual.** MNsure will:
    1. Develop, implement, and maintain certification and recertification training for all consumer assistance partners
    2. Request input and content from DHS' Health Care Administration on all consumer assistance partner training related to public programs.
    3. Update and maintain the navigator resource webpages.
  - C. **Certification.** MNsure will:
    1. Process all consumer assistance partner certification, recertification, and decertification.
    2. Resolve all complaints against consumer assistance partners.
  - D. **Customer Service and Support.** MNsure will:
    1. Provide customer services and support to consumer assistance partners through the ARC.
    2. Oversee supervision, hiring, work direction and priority setting as it relates to staffing and work activities of the ARC.
    3. Develop, implement, and maintain operational support for all consumer assistance partners.
    4. Obtain input and approval from DHS Health Care Administration on all consumer assistance partner communications related to public programs.



**E. Compensation. MNSure will:**

1. Seek approval from DHS' FOD for all consumer assistance partner payments and provide necessary data.
2. Request input from DHS on all consumer assistance partner compensation model decisions.
3. Maintain all consumer assistance partners' compensation according set forth in the Consumer Assistance Partner contracts, and not make any modifications to Consumer Assistance Partner compensation rates without the explicit approval of DHS.
4. Implement controls to ensure Consumer Assistance Partner compensation payments are appropriate and audit as needed to safeguard against potential fraud or misuse.
5. Consistent with Clause 1.5 (Internal Audits) of this Agreement, cooperate with DHS audits of consumer assistance partner payments. In the event of an audit of Consumer Assistance Partner payments initiated by MNSure that requires cooperation and assistance from DHS, MNSure shall provide reasonable notice of such an audit. MNSure will work with DHS to avoid disruption of DHS business operations during audit.
6. Be responsible for working with MN.IT staff to develop payment reports, clean data, run report, and develop and send payment statements.
7. Respond to all questions about and facilitate resolving issues regarding compensation.

**2. DHS' Responsibilities. DHS will support the operations consumer assistance programs, including the Navigator program and Certified Application Counselor program. Support responsibilities include:**

**A. Contracting. DHS will:**

1. Participate as third-party beneficiary to all consumer assistance partner contracts with MNSure, including Certified Application Counselor Services Agreements, and Joint Powers and Grant Navigator/In-Person Assister Agreements.
2. Provide input from DHS Contracts division on all consumer assistance partner contract templates.
3. Provide review on all requested changes to templates.
4. DHS Contact: Jay Brunner, Director, Contracts, Procurement, and Legal Compliance, 540 Cedar Avenue, St. Paul, MN, or his successor.

**B. Training, Resource Pages and Manual. DHS will:**

1. Provide reviewers for training content developed by MNsure. This review will occur on a mutually agreed-upon schedule.
2. Review public program related processes within the navigator manual and navigator resource webpages on a mutually-agreed upon schedule.
3. DHS Contact: Jen Gerber, Supervisor, Training and Partner Relations, HCEO, 540 Cedar Avenue, St. Paul, MN, or her successor.

**C. Customer Service and Support. DHS will:**

1. Respond to public program policy questions from ARC within ten working days through the DHS' HCEO County Relations Resource Center.
2. Provide timely input and approval from DHS HCEO on all consumer assistance partner communications related to public programs.
3. Provide Assister Resource Center (ARC) staff and the ARC supervisor with access to SIR, MMIS, MAXIS and DHS. FileNet upon request to provide consumer assistance partner support for public programs per appropriate law and policy.
4. Designate a point person and backup for ARC questions that are more time sensitive for the County Relations Resource Center. These staff will be available during regular DHS business hours (8am-4:30pm).
5. DHS Contact: Nekheti Nefer-Ra, Supervisor, Resource Center Systems Support, HCEO, 540 Cedar Avenue, St. Paul, MN or her successor.

**D. Consumer Assistance Partner Payments. DHS will:**

1. At MNsure's request, provide timely input on all consumer assistance partner compensation model decisions.
2. Provide approval for any modifications to Consumer Assistance Partner compensation rates proposed by MNsure.
3. Using payment reports provided by MNsure, review and approve within two weeks, as appropriate, all consumer assistance partner payments as recommended by MNsure.
4. Submit all approved consumer assistance partner payments to DHS Financial Operations Division.
5. DHS Financial Operations Division to make payments with 72 hours of submission of the approved payment report.
6. Work with MNsure to ensure Consumer Assistance Partner compensation payments are appropriate.

7. Consistent with Section 1.5 (Internal Audits) of this Agreement, cooperate with MNSure in audits of Consumer Assistance Partner payments. In the event of an audit initiated by DHS that requires cooperation and assistance from MNSure, DHS shall provide reasonable notice of any such audit, and work with MNSure to avoid the disruption of business operations during the audit.
  8. DHS Contact: Marty Cammack, Director, Financial Operations, 540 Cedar Avenue, St. Paul, MN, or his successor.
3. **Mutual Responsibilities.** DHS and MNSure will coordinate operations of the consumer assistance programs according to above sections. Coordination responsibilities include:
- A. **Resources.**
    1. DHS Health Care Administration will designate a liaison to the consumer assistance programs.
    2. MNSure will designate a supervisor to ARC staff.
  - B. **Communication.** DHS and MNSure will have regular check-in meetings on the status of the navigator program, including discussion of program metrics.

## **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 7<sup>th</sup> 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 7<sup>th</sup> 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 Horvath*

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: *Tina Vande Hey*

(With delegated authority)

Title: Deputy Commissioner

Date: 4/23/13

### 3. Minnesota Management and Budget

By: *[Signature]*

(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: Tim 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

<b>Employee Compensation</b>			<b>September 2012 Grant</b>		<b>January 2013 Grant</b>	
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>				<i>348,088</i>		<i>1,022,961</i>
<i>Fringe at 31.8%</i>				<i>110,692</i>		<i>325,302</i>
<b><i>Employee Compensation Line-Item Total</i></b>				<b><i>458,780</i></b>		<b><i>1,348,263</i></b>
<b>Contracts</b>						
Evaluation Methodology Analysis				75,000		0
<b><i>Contracts Line-Item Total</i></b>				<b><i>75,000</i></b>		<b><i>-</i></b>
<b>Supplies and Equipment</b>						
Computers				16,900		-
Supplies				6,800		20,525
Communications/printing/misc				5,440		16,420
<b><i>Supplies and Equipment Line-Item Total</i></b>				<b><i>29,140</i></b>		<b><i>36,945</i></b>
<b>Indirect</b>						
14% capped indirect, standard MDH methodology				71,809		193,929
<b><i>Indirect Line-Item Total</i></b>				<b><i>71,809</i></b>		<b><i>193,929</i></b>
<b>Grand Total</b>				<b>634,729</b>		<b>1,579,137</b>

**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
<b>Salary Subtotal</b>				<b>183,308</b>		<b>540,292</b>
Fringe at 31.8%				<b>58,292</b>		<b>171,813</b>
<b>Employee Compensation Line-Item Total</b>				<b>241,600</b>		<b>712,105</b>

**Contracts**

	Est Cost
Policy Forms Analysis	812,500
<b>Contracts Line-Item Total</b>	<b>812,500</b>

**Supplies and Equipment**

	Est Cost
Computers	9,750
Supplies	3,750
Rent	6,500
Communications/printing/misc	3,000
<b>Supplies and Equipment Line-Item Total</b>	<b>23,000</b>

**Indirect**

	Est Cost
14% direct charged salaries and fringe	40,544
<b>Indirect Line-Item Total</b>	<b>40,544</b>

<b>Grand Total</b>	<b>1,117,644</b>	<b>856,360</b>
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**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT BETWEEN THE  
MNsure AND OFFICE OF THE ATTORNEY GENERAL  
For FY 2018 and FY 2019**

**WHEREAS**, pursuant to Minnesota Statutes Chapter 8, the Attorney General shall provide legal services to state agencies, boards and commissioners; and

**WHEREAS**, pursuant to Minnesota Statutes Section 8.15, subdivision 3, the Attorney General is authorized to enter into agreements with executive branch and quasi-state agencies, including MNsure to provide legal services; and

**WHEREAS**, MNsure needs legal services in order to administer and deliver its programs in Minnesota;

**NOW, THEREFORE, IT IS AGREED:**

1. **Scope:** MNsure agrees to transfer to the Attorney General's Office ("AGO") in FY 2018 and FY 2019 an amount equal to the costs of legal services directly billed to it for legal services provided by the AGO. The billings will be based on the actual hours of service provided. The billings for actual hours of service provided will be based on hourly rates of \$131.00 for attorney services and \$83.00 for legal assistant and investigator services.
2. **Provision of Services:** The Attorney General shall provide legal services to MNsure in accordance with Minnesota Statutes Section 8.06, except those duties, if any, delegated to MNsure or provided by outside counsel under Section 8.06. The scope of legal services to be provided includes all matters pertaining to MNsure official duties, including representation in litigation or other legal proceedings, provision of legal advice and assistance, and provision of other legal needs as may be necessary. Pursuant to Section 8.06, the Attorney General may authorize outside counsel to be employed to provide legal services to MNsure.
3. **Availability:** Upon request, the Attorney General agrees to make her representative(s) available to meet with MNsure to review priorities for legal services.

4. **Terms of Payment:** MNsure shall process payments to the AGO for legal services provided to it. The amount of payment(s) will be based on monthly billings for actual services provided at the rates agreed upon in paragraph 1 of this Agreement.

In addition, MNsure will pay for legal costs and expenses associated with the provision of legal services as provided in paragraph 7 of this Agreement. Invoices from third parties for these costs and expenses will be forwarded by the AGO to MNsure for payment.

5. **Transfer Mechanism:** Monthly payments shall be made by MNsure to the AGO based on billings for hours of service provided for legal work. The payment(s) shall be made within 30 days of the date of the monthly billing. The first monthly billing to MNsure under this Agreement will cover the period of time commencing July 1, 2017.
6. **Reporting:** Hours of legal services provided under this Agreement will be recorded by AGO staff for inclusion in the AGO payroll system. The AGO will provide MNsure with a report of all hours of service provided under this Agreement on a monthly basis. Monthly, the AGO will provide a billing report to MNsure, including the total number of hours identifiable by case and a requested payment amount. The first monthly billing report to MNsure under this Agreement will cover the period of time commencing July 1, 2017.

Each monthly report will include data from either two (2) or three (3) complete pay periods, from the end date of the preceding report through the last full pay period of the month in which the report is produced. The AGO will provide each report to MNsure no later than six (6) weeks after the end of the period covered by the report.

7. **Legal Costs and Expenses:** MNsure will pay for legal costs and expenses associated with providing legal services under this Agreement. For purposes of this Agreement, such legal costs and expenses will include, but are not limited to, the costs of filing legal documents, the hiring of expert witnesses and court reporters, and extraordinary travel expenses (e.g., out-of-state travel or air travel within the State of Minnesota).
8. **Information Privacy and Protection:** The parties agree to the privacy and protection of shared data pursuant to Appendix 1 to this Agreement.
9. **Amendments:** Any amendments to this Agreement shall be made in writing and executed as an amendment to the Agreement, including the mutual consent of both parties to the amendment.

10. **Authorized Agent:** The authorized agent of the AGO for purposes of this Agreement is Ray Smith, Director of Finance. MNsire's authorized agent for purposes of this Agreement is David Rowley.

**APPROVED:**

MNsire

**OFFICE OF THE ATTORNEY  
GENERAL**

By: Mian

By: Christie L. Ellis

Title: COO

Title: Deputy Attorney General

Date: 6/13/2017

Date: 6-14-17

## **APPENDIX 1 to Partnership Agreement MNsire Data Sharing Agreement**

This Data Sharing Agreement (“Agreement”) is by and between the Minnesota Insurance Marketplace a/k/a MNsire (“MNsire”) and the Office of the Minnesota Attorney General (“AGO”).

**WHEREAS**, the parties have executed a Partnership Agreement for the provision of legal services to MNsire in accordance with Minnesota Statutes Section 8.06;

**WHEREAS**, the scope of legal services to be provided under the Partnership Agreement includes all matters pertaining to MNsire official duties, including representation in litigation or other legal proceedings, provision of legal advice and assistance, and provision of other legal needs as may be necessary, but does not include legal services provided by employees of MNsire under Minnesota Statutes Section 62V.05, subdivision 6(c); and

**WHEREAS**, MNsire is subject to the Minnesota Government Data Practices Act by Minnesota Statutes Section 62V.06, subdivision 1, and is authorized to enter into the below agreement (“Agreement”) by Minnesota Statutes Section 62V.05, subdivision 1(b)(5) and by Minnesota Statutes Section 471.59, subdivision 10.

### **Agreement**

#### **1. Term of Agreement**

1.1. **Effective date:** July 1, 2017, or the date the State obtains all required signatures, whichever is later.

1.2. **Expiration date:** June 30, 2019, 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, MNsire will be sharing with the Office of the Minnesota Attorney General one or more types of private information, collectively referred to as “protected information,” concerning individuals, employers, and/or employees participating in MNsire. “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. Stats. Ch. 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 information which it is authorized by law or regulation to share with the AGO.
- (b) Obtain any required consents, authorizations, or other permissions that may be necessary for it to share information with the AGO.
- (c) Notify the AGO 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 AGO's use or disclosure of protected information.
- (d) Not request the AGO to use or disclose protected information in any manner that would not be permitted under law if done by MNSure.

#### **3.2 AGO Duties.** The AGO 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 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 MNSure



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

- (d) Unless provided for otherwise in this Agreement, if the AGO receives a request to release the information referred to in this Clause, the AGO must immediately notify MNSure. MNSure will give the AGO instructions concerning the release of the data to the requesting party before the data is released. Notwithstanding the foregoing, the parties expressly agree that this section 3.2(d) does not, and shall not be construed limit or restrict the AGO's authority pursuant to Minn. Stat. § 13.393.
- (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 HIPAA minimum necessary rule and limit the collection, creation, use, maintenance, and disclosure of PHI to that necessary to accomplish the intended purpose of the use, disclosure, or request." 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 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.

- (4) To the extent the AGO handles information that constitutes protected health information (“PHI”) in order to provide health care-related administrative services on behalf of MNsure and is a “Business Associate” as defined by HIPAA, the AGO 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.
- (5) 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.
- (6) 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.

- (7) 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 protected information is FTI, ensure that this data only be used as authorized under the Patient Protection and Affordable Care Act and the Internal Revenue Code, 26 U.S.C. § 6103(C), 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.
- 4. **Disposition of Data upon Completion, Expiration, or Agreement Termination.**

Upon completion, expiration, or termination of this Agreement, the AGO 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. The AGO will retain no copies of such protected information, except that litigation files and attorney work product protected under law may be retained pursuant to the AGO records retention schedule. If both parties agree that such return or destruction is not feasible, or if the AGO is required by the applicable regulation, rule or statutory retention schedule to retain beyond the life of this Agreement, the AGO 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 AGO 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.
- 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.

**OFFICE OF THE MINNESOTA  
ATTORNEY GENERAL**

**MNsure**

By: Chantee L. Elley  
(With delegated authority)

By: Mark  
(With delegated authority)

Title: Deputy Attorney General

Title: COO

Date: 6/14/17

Date: 6/13/2017