

## **DHS OF MINNESOTA DEPARTMENT OF HUMAN SERVICES INTERAGENCY AGREEMENT WORKSHEET (Not Part of the Agreement)**

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

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

Proposed Start Date: 12/\_/ \_10\_\_\_/ \_19\_

Proposed End Date: \_09\_ /30\_ / \_21\_

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

### **Contract Coordinator, complete this section:**

SWIFT Vendor # for Other State Agency: H60000000

SWIFT Contract #: IAK % 169283

SWIFT Purchase Order #: N/A

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

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

## INTERAGENCY AGREEMENT between DHS and MNSure for MNSure Participation in the Administration of the Minnesota State Plan for Services Under Title XIX

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### **Recitals:**

**WHEREAS**, the Department of Human Services, hereinafter DHS, is empowered to enter into interagency agreements pursuant to Minnesota Statutes § 471.59, Subdivision 10; and

**WHEREAS**, MNSure is empowered to enter into interagency agreements pursuant to Minnesota Statutes § 471.59, Subdivision 10; and

WHEREAS, DHS 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; and

WHEREAS, 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; and

WHEREAS, DHS and MNSure are formally recognizing that work performed by MNSure benefits public health programs and MNSure expenditures will be included, as necessary, in DHS' public assistance, cost allocation plan, and operational advance planning documents.

**NOW, THEREFORE, it is agreed:**

### **1. Duties:**

#### **1.1 MNSure's Duties:**

MNSure shall: help DHS to outreach, identify, intake, accept, determine eligibility for, and formally enroll eligible individuals and their families into the entire range of public and private health insurance programs in Minnesota, including individual qualified health insurance plans, the basic health insurance plan (MinnesotaCare), and medical assistance services available for those qualifying for Medicaid.

MNSure shall provide 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.

#### **1.2. DHS's DUTIES:**

DHS 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.

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

**2.1 Consideration.** Consideration for all services performed by MNSure pursuant to this agreement shall be paid by DHS as follows: There is no encumbrance under this agreement. 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.

**2.2 Terms of Payment.** Payment shall be made to MNSure from DHS within 30 days after DHS has completed its quarterly COCAS procedure.

**3. Conditions of Payment.** All services provided by MNSure pursuant to this agreement shall be performed to the satisfaction of DHS, as determined at the sole discretion of its authorized representative.

**4. Terms of Agreement.** This agreement shall be effective on December 10, 2019, **or upon the date that the final required signature is obtained, pursuant to Minnesota Statutes, section 16C.05, subdivision 2, whichever occurs later**, and shall remain in effect through September 30, 2021, or until all obligations set forth in this agreement have been satisfactorily fulfilled, whichever occurs first.

**5. Cancellation.** This agreement may be canceled by the DHS or MNSure 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 MNSure shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

**6. Authorized Representatives.** DHS's authorized representative for the purposes of administration of this agreement is Alexandra Kotze or his/her successor. MNSure's authorized representative for the purposes of administration of this agreement is Kari Koob, CFO, or his/her successor. Each representative shall have final authority for acceptance of services of the other party and shall have responsibility to insure that all payments due to the other party are made pursuant to the terms of this agreement.

**7. Assignment.** Neither MNSure nor DHS shall assign or transfer any rights or obligations under this agreement without the prior written consent of the other party.

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

**9. Liability.** MNSure and DHS 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. MNSure and DHS liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.736, and other applicable law.

## **10. INFORMATION PRIVACY AND SECURITY.**

Information Privacy and Security shall be governed by the existing Data Sharing and Business Associate Agreement between MNsure and DHS, identified as DSK%107571, and any succeeding Data Sharing Agreement, which is incorporated into this agreement by reference.

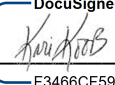
## **11. Other Provisions.**

None.

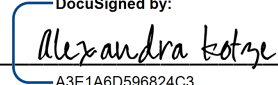
IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby

APPROVED:

**1. MNsure**

DocuSigned by:  
By:   
F3466CF591CC40D...  
Title: CFO  
Date: 12/10/2019

**2. DHS**

DocuSigned by:  
By:   
A3E1A6D596824C3...  
*With delegated authority*  
Title: Chief Financial Officer  
Date: 12/10/2019

Distribution:

DHS – Original (fully executed) contract

MNsure

Contracting & Legal Compliance, Contracts Unit- #0238