

MNsure - 62V.05 subd. 12

FY 2020 Quarter 1 MNsure Interagency Agreements and Service Level Agreements
Quarter Ending September 30, 2019

	Agency	Amount	Legal Authority	Purpose	Effective Date	Duration
1	MNIT	\$ 1,644,925	M.S. 16E.016, 62V.05	MNIT provides enterprise IT services to MNsure *Amount is actual costs paid to MNIT for these services in FY19	2/6/2015	ongoing
2	DHS	\$ 24,226,871	M.S. 62V.05, 471.59	MNsure contracts with DHS to provide services as described in the IAA	7/1/2017	9/30/2019
3	MNsure	\$ 12,410,742	Public Law 89-97 Title XIX	DHS contracts with MNsure for MNsure participation in the administration of the MN State Plan.*Amount reflects payment rec'd in FY19	1/1/2015	ongoing
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25	Total	\$ 38,282,538				

STATE OF MINNESOTA
DEPARTMENT OF HUMAN SERVICES
INTERAGENCY AGREEMENT

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

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.

**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 MNsire Financial Responsibilities.** Apart from DHS' duties and obligations under this Section, MNsire 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. MNsire'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 MNsire 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 MNsire 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 MNsire 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 MNSure 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 MNSure in accordance with the duties, responsibilities, and obligations set forth below. DHS shall:
 1. Provide designated MNSure 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 MNSure 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 MNSure a copy of the notice described in item 5.

7. With respect to the Consumer Assistance Partner programs, work in partnership with MNsire 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 MNsire's previous background study subjects through the "Registry Recheck" process and notify MNsire of matches with the Minnesota OIG Excluded Individuals, the Federal OIG List of Excluded Individuals and Entities, and the Minnesota Nurse Aide Registry.

B. MNsire Responsibilities. MNsire shall:

1. Request user access for NETstudy or NETstudy 2.0 for appropriate MNsire and Assister Resource Center staff.
2. Provide designated Assister Resource Center and DHS staff with access to MNsire 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. MNsire'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 MNsire at a rate of fifteen dollars (\$15.00) per background study. The estimated annual cost to MNsire 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 forgoing, 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 to 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 Hallu, 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 3rd, 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.

Remainder of Page Intentionally Left Blank
(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 #: 3-1462

2. DHS

By: [Signature]

Title: Deputy Commissioner

Date: 9/30/17

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 Hallu	7,000	7,000		
1.10 MNsure IT Managerial and Operations Support	Fixed	Kari Koob	Marty Cammack	180,000	180,000		
Total Business Operation Services				2,234,000	2,234,000	0	0
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		
Total METS Services				3,950,000	2,945,000	0	0
3. Occupancy and IT Support Indirect Costs	Fixed	Kari Koob	Marty Cammack	200,000	200,000		
Total Interagency Agreement				6,384,000	5,379,000	0	0

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/expression 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.¹
- 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

¹ 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 MNsire Order issued on behalf of the MNsire Board;
- f. Digital recording of the hearing;
- g. Language Interpretation and translation services, where requested, provided, assistance from MNsire in exploring options for providing in-person interpretation when requested; and
- h. Compliance with all MNsire 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 MNsire to DHS. DHS will input all received MNsire appeals forms into the case management system (CMS), categorize and assign the appeals. MNsire reserves the right to review appeal requests and informally resolve them internally.
- 2. DHS will input the eligibility records received from MNsire 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 MNsire to maintain. MNsire 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 MNsire 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 MNsire.

E. Sending and Maintaining Correspondence.

- 1. Upon request, DHS will send all correspondence regarding filed MNsire appeals, including, but not limited to, an acknowledgement of receipt of appeal requests, hearing notices, decisions and MNsire Orders, and reconsideration requests to MNsire.
- 2. All correspondence related to MNsire appeals will use letterhead approved by MNsire's Authorized Representative, and will use the appropriate MNsire 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 or 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. MNsire 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 MNsire that requires cooperation and assistance from DHS, MNsire shall provide reasonable notice of such an audit. MNsire 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 MNsire, 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.

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	
Total Business Operation Services				2,234,000	2,234,000	2,572,000	0
2.1 METS System Operations	Variable	Kari Koob	Alex Kotze	2,945,000	2,945,000	2,945,000	
2.2 METS System Development	Variable	Kari Koob	Alex Kotze	1,005,000	0	1,625,000	
Phase 1				0	0	0	
2.3 METS System Development-QHP	Variable	Kari Koob	Alex Kotzke	0	0	6,000,000	
Total METS Services				3,950,000	2,945,000	10,570,000	0
3. Occupancy and IT Support Indirect Costs	Fixed	Kari Koob	Marty Cammack	200,000	200,000	200,000	
Total Interagency Agreement				6,384,000	5,379,000	13,342,000	0

Amendment 2 to Interagency Agreement No. IAK%127690

Contract Start Date:	<u>July 1, 2017</u>	Total Contract Amount:	<u>\$24,226,871</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>\$6,958,000</u>
Requested Contract Expiration Date:	<u>Not Applicable</u>	This Amendment:	<u>\$5,505,871</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. DHS has an agreement with MNSURE identified as "STATE OF MINNESOTA DEPARTMENT OF HUMAN SERVICES & MNSURE INTERAGENCY AGREEMENT," Interagency Agreement Number IAK%127690 (Original Agreement), 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 Original Agreement.
3. DHS and MNSURE are willing to amend the Original Agreement as stated below.

Amendment

In this Amendment, changes to Original Agreement language will use ~~strike-through~~ for deletions and underlining for insertions.

REVISION 1. Clause 1.1.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-4 A-2, Budget, as amended, which is attached to this Amendment and incorporated by reference into the Original 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-4 A-2, Budget, as amended ~~which is attached to this Amendment and incorporated by reference into the Original Agreement.~~

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-4 A-2, Budget, as amended, ~~which is attached to this Amendment and incorporated by reference into the Original Agreement.~~

REVISION 4. Clause 1.4. "**Background Studies**" is amended as follows:

CD. 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) per background study. The estimated annual cost to MNSure is ~~twenty-five six thousand nine-hundred and ninety dollars (\$25,0006,990) in State fiscal year 2018, and twenty-five thousand dollars (\$25,000) in State fiscal year 2019,~~ unless otherwise stated in Exhibit A-4 A-2 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 specified (i.e., "COMBO" appeals), will be allocated 50/50 between MNSure and DHS. The estimated annual cost to MNSURE is one million, eight hundred thirty-seven thousand, nine hundred dollars (\$837,000) in State fiscal year 2018, and one million, six hundred ninety-five thousand dollars (\$1,695,000) in State fiscal year 2019, unless otherwise stated in Exhibit A-4 A-2 Budget, 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 thousand nine hundred, fifty-seven dollars (\$10,000) in State fiscal year 2018, and ten thousand dollars (\$10,000) in State fiscal year 2019, unless otherwise stated in Exhibit A-4 A-2, 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 one million six hundred twenty-three thousand, three hundred and four dollars (\$1,063,000) in State fiscal year 2018, and two hundred and ten thousand dollars (\$210,000) in State fiscal year 2019, unless otherwise stated in Exhibit A-4 A-2, Budget, as amended. Cost Allocation applies.

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-4 A-2 Budget.

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 six thousand four hundred and twenty-five dollars (\$180,000) in State fiscal year 2018, and zero dollars (\$0) in State fiscal year 2019, unless otherwise stated in Exhibit A-4 A-2, Budget, as amended.

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

A. 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, five hundred and eleven dollars (\$2,945,000) in State fiscal year 2018, and three million dollars (\$3,000,000), unless otherwise stated in Exhibit A-4 A-2 and the line item budget set forth in Exhibit A-4 A-2 Budget 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 one million six hundred twenty-five thousand, two hundred and ninety dollars (\$1,625,000) in State fiscal year 2018 and zero dollars (\$0) in State fiscal year 2019, unless otherwise stated in Exhibit A-4 A-2 Budget and line item budget, as amended.

REVISION 12. Clause 2.3.C "**Consideration**" is amended as follows

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~~ four million, ~~seven hundred ninety-two thousand, four hundred and ninety-four~~ dollars (\$6,000,000, 792,494) in State fiscal year 2018, and ~~six million, five-hundred and forty-five thousand dollars (\$6,545,000)~~ in State fiscal year 2019 unless otherwise stated in Exhibit A-4 A-2 Budget and the line item budget, as amended, which is attached to this Amendment and incorporated by reference into the Original Agreement.

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 annual fixed indirect cost to MNSure is two hundred thousand dollars (\$200,000.00), unless otherwise stated in Exhibit A-4 A-2, Budget, as amended.

REVISION 14. 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-4 A-2 Budget as amended.

REVISION 15. 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-five~~ million eight one hundred ~~six-twelve~~ thousand, two-hundred and seventy-five dollars (~~\$4,806,000~~ 5,112,275) unless otherwise stated in Exhibit A-4 A-2 Budget, 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~~ eighteen million ~~five~~ seven hundred and ~~fifteen~~ fourteen thousand, ~~two hundred and ninety-five~~ dollars (\$13,545,000 18,714,295) unless otherwise stated in Exhibit A-4 A-2 Budget, 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-4 A-2 Budget, as amended.

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1. STATE ENCUMBRANCE VERIFICATION

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

Signed: [Signature]

Date: 10-16-18

SWIFT Contract No. IAK 127690

2. MNSURE

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

By: [Signature]
(with delegated authority)

Title: CFO

Date: 10/16/2018

3. DHS

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

By: [Signature]

Title: Deputy Commissioner
(with delegated authority)

Date: 10/24/18

EXHIBIT A-12 Interagency Agreement Budget

Section (i.e. services to be provided)	Basis for Amount Charged	Authorized Representative		Amend 2 Max Amt	
		MNSure / Kari Koob	DHS / Alex Kotze	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	Katie DegrioChanning	Mike LaValle	100,000	100,000
1.4 Background Studies	Variable	Christina Wessel	Carolyn Ham	25,000 6,990	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 1,565,900	837,000 1,695,000
1.7 Receipts Center	Variable	Gerald Wood	Terri Engel	10,000 957	10,000
1.8 Issuance Operations Center	Variable	Gerald Wood	Terri Engel	1,063,000 623,304	725,000 210,000
1.9 Equal Opportunity and Access	Fixed	Jessica Kennedy	Zecharias Hailu	7,000	7,000
1.10 MNSure IT Managerial and Operations Support	Variable	Kari Koob	Marty Cammack	180,000 61,425	180,000 0
Total Business Operation Services				2,572,000 2,715,576	2,234,000 2,397,000
2.1 METS System Operations	Variable	Kari Koob	Alex Kotze	2,945,000 2,834,511	2,945,000 3,000,000
2.2 METS System Development					
Phase 1	Variable	Kari Koob	Alex Kotze	1,625,000 1,542,290	0
Phase 2	Variable	Kari Koob	Alex Kotze	0	0
2.3 METS System Development-QHP	Variable	Kari Koob	Alex Kotze	6,000,000 4,792,494	6,545,000
Total METS Services				9,169,295	9,545,000
3. Occupancy and IT Support Indirect Costs	Fixed	Kari Koob	Marty Cammack	200,000	200,000
Total Interagency Agreement				13,342,000 12,084,871	5,379,000 12,142,000
					24,226,871
				\$	5,505,871

Amendment 3 to Interagency Agreement No. IAK%127690

Contract Start Date:	<u>July 1, 2017</u>	Total Contract Amount:	<u>\$24,226,871</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>\$12,463,871</u>
Requested Contract Expiration Date:	<u>September 30, 2019</u>	This Amendment:	<u>\$0</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. DHS has an agreement with MNSURE identified as "STATE OF MINNESOTA DEPARTMENT OF HUMAN SERVICES & MNSURE INTERAGENCY AGREEMENT," Interagency Agreement Number IAK%127690 (Original Agreement), to provide standard, centralized administrative services to MNSURE to enable administrative efficiency.
2. DHS and MNSURE agree that the budget for Fiscal Year 2019 is in need of adjustment for the satisfactory completion of the Original Agreement.
3. DHS and MNSURE are willing to amend the Original Agreement as stated below.

Amendment

In this Amendment, changes to Original Agreement language will use ~~strike through~~ for deletions and underlining for insertions.

REVISION 1. Clause 1.1.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-2 A-3, 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 of one hundred fifty thousand dollars (\$150,000), unless otherwise stated in Exhibit A-2 A-3, 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-2 A-3, 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-2 A-3, 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 specified (i.e., "COMBO" appeals), will be allocated 50/50 between MNSure and DHS. The estimated annual cost to MNSURE is one million, five hundred sixty-five thousand, nine hundred dollars (\$1,565,900) in State fiscal year 2018, and one million, six hundred ninety-five thousand dollars (\$1,695,000) in State fiscal years 2019, unless otherwise stated in Exhibit A-2 A-3 Budget, 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 nine hundred, fifty-seven dollars (\$957) in State fiscal year 2018, and ten thousand dollars (\$10,000) in State fiscal year 2019, unless otherwise stated in Exhibit A-2 A-3, 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 six hundred twenty-three thousand, three-hundred and four dollars (\$623,304) in State fiscal year 2018, and two-hundred and ten thousand dollars (\$210,000) in State fiscal year 2019, unless otherwise stated in Exhibit A-2 A-3, Budget, as amended. Cost Allocation applies.

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-2 A-3.

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 sixty one thousand four hundred and twenty-five dollars (\$61,425) in State fiscal year 2018, and zero (\$0) dollars in State fiscal year unless otherwise stated in Exhibit A-2 A-3, Budget, as amended.

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

A. 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 eight hundred thirty-four thousand, five hundred and eleven dollars (\$2,834,511) in State fiscal year 2018, and three million eight hundred fifteen thousand six hundred dollars (\$3,000,815,060), unless otherwise stated in Exhibit A-2 A-3 and the line item budget set forth in Exhibit A-2 A-3 Budget 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 one million five hundred forty-two thousand, two hundred and ninety dollars (\$1,542,290) in State fiscal year 2018 and zero dollars (\$0) in State fiscal year 2019, unless otherwise stated in Exhibit A-2 A-3 and line item budget, as amended.

REVISION 12. Clause 2.3.C "**Consideration**" is amended as follows:

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 four million, seven hundred ninety-two thousand, four hundred and ninety-four dollars (\$4,792,494) in State fiscal year 2018, and ~~six million, five hundred and forty-five~~ five million, seven hundred twenty nine thousand four hundred dollars (\$~~6,5455,729,0400~~) in State fiscal year 2019 unless otherwise stated in Exhibit A-2 A-3 Budget 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 annual fixed indirect cost to MNSure is two hundred thousand dollars (\$200,000.00), unless otherwise stated in Exhibit A-2 A-3, Budget, as amended.

REVISION 14. 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-2 A-3, as amended, which is attached and incorporated into this Agreement.

REVISION 15. 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 five million one hundred twelve thousand, two-hundred and seventy-five dollars (\$5,112,275), unless otherwise stated in Exhibit A-2 A-3 Budget, 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 eighteen million seven hundred and fourteen thousand, two-hundred and ninety-five dollars (\$18,714,295), unless otherwise stated in Exhibit A-2 A-3 Budget, 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-2 A-3, as amended.

REVISION 16. Clause 7. "**Terms of Agreement**" is amended as follows:

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~~ September 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. All previous agreements between DHS and MNSure for goods and services not covered by this Agreement shall remain in full force and effect.

The Original Contract and any previous amendments are incorporated into this amendment by reference

1. State Encumbrance Verification

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

Print name: Dora Burns

Signature: [Signature]

Title: Contract Coordinator Date: 8-8-19

SWIFT Contract No.: 127690

2. State Agency - MNSure

With delegated authority

Print name: Kaduna Kado

Signature: [Signature]

Title: CFO Date: 8/8/2019

3. State Agency - DHS

With delegated authority

Print name: Alexandra M Kotze

Signature: [Signature]

Title: CFO Date: 8/8/19

EXHIBIT A-2_3 Interagency Agreement Budget

Section (i.e. services to be provided)	Basis for Amount Charged	Authorized Representative		Amend 3 Max Amt	
		MNsure / Kari Koob	DHS / Alex Kotze	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	Katie DegrioChanning	Mike LaValle	100,000	100,000
1.4 Background Studies	Variable	Christina Wessel	Carolyn Ham	6,990	25,000
1.5 Internal Audits	Variable	John Nyanjom	Gary Johnson	0	0
1.6 Fair Hearing and Appeals	Variable	Jessica Kennedy	Inta Stellers	1,565,900	1,695,000
1.7 Receipts Center	Variable	Gerald Wood	Terri Engel	957	10,000
1.8 Issuance Operations Center	Variable	Gerald Wood	Terri Engel	623,304	210,000
1.9 Equal Opportunity and Access	Fixed	Jessica Kennedy	Zecharias Hailu	7,000	7,000
1.10 MNsure IT Managerial and Operations Support	Variable	Kari Koob	Marty Cammack	61,425	0
Total Business Operation Services				2,715,275	2,397,000
2.1 METS System Operations	Variable	Kari Koob	Alex Kotze	2,834,511	3,000,000 53,815,600
2.2 METS System Development					
Phase 1	Variable	Kari Koob	Alex Kotze	1,542,290	0
Phase 2	Variable	Kari Koob	Alex Kotze	0	0
2.3 METS System Development-QHP	Variable	Kari Koob	Alex Kotzke	4,792,494	6545000 5,729,400
Total METS Services				9,169,295	9,545,000
3. Occupancy and IT Support Indirect Costs	Fixed	Kari Koob	Marty Cammack	200,000	200,000
Total Interagency Agreement				12,084,871	12,142,000
					24,226,871



January 29, 2020

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

Senator John Marty
Room 2401 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 Rena Moran
575 State Office Building
St. Paul, MN 55155

Representative Debra Kiel
255 State Office Building
St. Paul, MN 55155

Representative Tina Liebling
477 State Office Building
St. Paul, MN 55155

Representative Joe Schomacker
209 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 2nd quarter (October – December 2019) of FY20. 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 2nd quarter of FY20.





Thank you for the opportunity to share this information. Please direct any questions you might have to Libby Caulum, Senior Director of Public Affairs, at 651.539.1333 or Libby.Caulum@state.mn.us

Sincerely,

Nathan Clark
Chief Executive Officer



Comprehensive IT Service Level Agreement

in direct support of
MNsured Business Operations

10/26/2018



Signature Page

Under Minnesota Statutes section 16E, the Office of MN.IT Services (dba Minnesota IT Services/MNIT) provides Information Technology services to MNsire. MNsire's use of these services constitutes an acceptance of this Service Level Agreement.

The MNIT Service Level Agreement is reviewed and recognized by:

Agency/Entity

The Office of MN.IT Services

Handwritten signature of Nathan Clark.

Nathan Clark

Chief Executive Officer
MNsire

Handwritten signature of Johanna Clyborne.

Johanna Clyborne

State Chief Information Officer and
Commissioner of the Office of MN.IT Services

Handwritten signature of Nathan Clark.

Date of Signature

Handwritten signature of Johanna Clyborne.

Date of Signature

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.


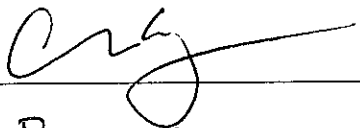
This agreement confirms that the services furnished by MNSure help the Department of Human Services to outreach, identify, intake, accept, determine eligibility for, and formally enroll individuals and their families into the entire range of public and private health insurance programs, including individual 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