



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 2<sup>nd</sup> 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 2<sup>nd</sup> 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](mailto:Libby.Caulum@state.mn.us)

Sincerely,

A handwritten signature in blue ink that reads "Nathan".

Nathan Clark  
Chief Executive Officer



**MNsure - 62V.05 subd. 12**

FY 2020 Quarter 2 MNsure Interagency Agreements and Service Level Agreements  
 Quarter Ending December 31, 2019

Agency	Amount	Legal Authority	Purpose	Effective Date	Duration
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
DHS	\$ 10,298,000	M.S. 62V.05, 471.59	MNsure contracts with DHS to provide services as described in the IAA *Amount reflects estimated contract value for FY20	10/1/2019	9/30/2021
MNsure	\$ 13,280,000	Public Law 89-97 Title XIX	DHS contracts with MNsure for the administration of the MN State Plan. *Amount reflects estimated contract value for FY20	12/10/2019	9/30/2021
<b>Total</b>	<b>\$ 25,222,925</b>				

## Appendix A – MNsure/MN.IT SLA

MNsure is a Minnesota state agency established by Minnesota Statutes, chapter 62V as a state health benefit exchange as described in section 1311 of the federal Patient Protection and Affordable Care Act, Public Law 111-148 (“ACA”), and further defined through amendments to the ACA and regulations issued under the ACA. The following clarifications are in addition to the SLA between MNsure and the Office of MN.IT Services (“MN.IT”) and are hereby attached to and incorporated into the SLA. To the extent that provisions of the SLA are in conflict with this Appendix A, the terms of this Appendix control.

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

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

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

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

#### Chapter 16E exemptions:

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

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

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

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

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

**Agency-based Chief Information Officer**

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

**Federal Compliance**

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

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

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

By: *M. A. [Signature]*  
(With delegated authority)

Title: CIO

Date: 2-6-2015

**2. MNSure**

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

Title: CEO

Date: 2-6-2015

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

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

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

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

By: *Nabeel*  
(With delegated authority)

Title: CFO

Date: 3-10-2016

**2. MNSure**

By: *Kari Korb*  
(With delegated authority)

Title: CFO

Date: 3-10-16

**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 Chief Executive Officer of the Minnesota Health Insurance Marketplace (hereinafter "MNSure", and, the Commissioner of the Minnesota Department of Human Services (hereinafter "DHS").

**RECITALS**

WHEREAS, MNSure, the state health insurance marketplace 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

**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. Issue payments to vendors, contractors, carriers, and agencies based on submission of approved invoices from MNSure. Payments 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's Chief Financial Officer or designee.
- b. Establish and maintain SEMA4 security clearance of MNSure employees as authorized by MNSure's 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. Collections.** DHS shall:
- a. Provide general assistance of collection questions.
  - b. Coordinate referral of past due receivables to Department of Revenue for collections.
- 8. Budget Planning & Cost Allocation.** DHS shall:
- a. Provide assistance with budget planning related to Minnesota Eligibility Technology System (METS) by DHS's 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.
- 9. On-going MNSure Financial Responsibilities.** Apart from DHS' duties and obligations under this Section, MNSure shall perform and remain responsible for the activities described in Exhibit C, On-going Financial Responsibilities, which is attached and incorporated into this Agreement.

10. Receipt Center. DHS shall provide standard Receipt Center receipting services for MNSure.

**B. Authorized Representatives.**

1. DHS's authorized representative in regards to financial operations is Terri Engel, Accounting Operations Manager, or her successor.
2. MNSure's authorized representative in regards to financial operations is Gerald Wood, Accounting 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 ensure 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.

**1.3 Procurement**

**A. Procurement Scope of Work.** DHS shall provide procurement support services to MNSure in accordance with the duties, responsibilities, and obligations set forth below. DHS shall provide training and procedural policies, protocols and updates for all of the services described in this section.

1. **Swift Procurement Transactions.** DHS shall encumber and dispatch various types of purchase orders as requested by MNSure via the Electronic Inter-Office Requisition (EIOR) system. This includes the on-going maintenance of such purchase orders and the year-end closing or certification that is required.
2. **Purchasing Card Administration.** Per the DHS Purchasing Card Policy, DHS shall provide training for current and new cardholders, transaction support and/or dispute resolution, monthly reconciliation of transactions in SWIFT, record management and retention via FileNet, account maintenance and support via contracted purchasing card supplier etc.
3. **EIOR Administrative Services.** DHS shall provide training and administrative support for EIOR as it pertains to MNSure's business protocols. This includes

granting user access, functional reporting features based on MNSure requests, proper approval routing, accurate FinDept funding 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 provide receiving, SWIFT receipting and internal building to building delivery of commodities shipped to the 444 Lafayette loading dock. Any items that have been pre-approved for direct shipment to MNSure will be receipted as needed per the DHS procedures on handling packing slips from remote locations. 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.

**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 Katie DeGrio Channing, Legal Director 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

#### 1.4 Contracts

- A. Contracts Scope of Work.** DHS' Contracts unit shall enter Contracts and 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 contract services is Sebastian Stewart, Director of Contracts, Procurement & Legal Compliance, or his successor.
  2. MNSure's authorized representative in regards to procurement services is Katie DeGrio Channing, Legal Director, or her successor.
  3. Each representative shall have final authority for acceptance of contract services of the other party and shall have responsibility to insure that all payments due to the other party with respect to contract services are made pursuant to the terms of this Agreement.

#### 1.5 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 MNsure regarding individualized reviews or appeal requested by a background study subject with potential disqualifying conduct or criminal offenses.
8. After transitioning to NETstudy 2.0, monitor MNsure's previous background study subjects through the "Registry Recheck" process and notify MNsure of matches with the Minnesota OIG Excluded Individuals, the Federal OIG List of Excluded Individuals and Entities, and the Minnesota Nurse Aide Registry.

**B. MNsure Responsibilities.** MNsure shall:

1. Request user access for NETstudy or NETstudy 2.0 for appropriate MNsure and Assister Resource Center staff.
2. Provide designated Assister Resource Center and DHS staff with access to MNsure data for these purposes including financial information, identity verification, and other relevant data.

3. Provide background study subjects with privacy notice from NETStudy or NETStudy 2.0.
4. Obtain a signed consent form the background study subject.

**C. Authorized Representatives.**

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

**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 John Freeman, Appeals Division Director, or his successor.
2. MNSure's authorized representative in regards to fair hearing appeal adjudication services is Lindsey Millard, Legal 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 on both MNsure eligibility issue(s) and Medicaid/MinnesotaCare (Basic Health Plan) issue(s) will be allocated 50/50 between MNsure and DHS. Monthly, DHS will provide activity reports that the authorized representatives will examine and reconcile on a quarterly basis. The examination and reconciliation will occur within 90 days of the end of the quarter.

**1.7 Issuance Operations Center.**

- A. Scope of Work.** DHS shall provide Standard Issuance Operations Center print and mail services for METS and MNsure's QHP program.
- B. Authorized Representatives.**

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

**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. MNsire's authorized representative in regards to 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

**2.2 METS System Development-QHP.**

A. **Scope of Work.** DHS through MN.IT@DHS shall provide METS System Development-QHP services associated with the implementation and enhancement of MNsire'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.
2. MNsire'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.

**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

**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 activities to DHS for Minnesotans seeking benefits under DHS's 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. SFY2020: \$13,280,000
2. SFY2021: \$13,550,000

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, but it does obligate DHS to pay for actual costs as described in the interagency agreement specific to the PACAP.

## **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, Budget, 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 **three million four hundred ninety thousand dollars (\$3,490,000)**, unless otherwise stated in Exhibit A, 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 **fifteen million forty six thousand dollars (\$15,046,000)**, unless otherwise stated in Exhibit A 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 (\$400,000.00)**, unless otherwise stated in Exhibit A, Budget as amended.

- E. Advance Payments.** MNsure's and DHS's 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, 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 **October 1, 2019** without regard to the Execution Date of this Agreement, and shall remain in effect through **September 30, 2021**, or until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first. 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, 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's 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 Interagency Agreement to be duly executed intending to be bound thereby

APPROVED:

**1. REQUESTING AGENCY ENCUMBRANCE VERIFICATION**

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

DocuSigned by:  
By: Dora Burns  
545711AE8B849D  
Date: 9/30/2019

SWIFT Contract No: IAK 167373  
SWIFT PO #: 3000001647

**2. MN Department of Human Services**

DocuSigned by:  
By: [Signature]  
With delegated authority  
Title: Deputy Commissioner  
Date: 10/1/2019

**3. MNSure**

DocuSigned by:  
By: Nathan Clark  
60CA7E6941CA4DB...  
With delegated authority  
Title: CEO  
Date: 10/1/2019

Distribution:  
Requesting Agency – Original (fully executed) contract  
Providing Agency  
Contracting & Legal Compliance, Contracts Unit- #0238

Exhibit A

Please see the Excel File

### **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, determining 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 1-9 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
- 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 Clauses 1.2 "Financial Operations", 1.3 "Procurement" and 1.4 "Contracts" 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 including drafting and review and SWIFT processes (professional technical contracts and grant contracts)
10. Ensuring timely, policy compliant, SEMA4 Employee Self-Service 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.
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 ~~DH~~ DHS Budget Analysis Division.
21. Administration of interagency agreements with DHS.

## EXHIBIT D - Fair Hearing and Appeal Services

### 1. DHS Duties. DHS shall:

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

### 2. MNsure Duties. MNsure Shall:

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<sup>1</sup> 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.

- 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 1.6 of the Interagency Agreement and attached Budget.
- 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 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 Advance Premium 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)(l)(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. Any MNSure determination of start date or termination of Exchange enrollment or coverage pursuant to 45 C.F.R. § 155.430; and
7. 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.
8. Carrier eligibility determination review appeals, in accordance with section 2.3 of the MNSure Carrier Business Agreement, whereby a carrier offering plans through MNSure may request a formal review of an eligibility determination or redetermination made by MNSure with respect to an enrollee of the Carrier.

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

- a. A written recommended decision;
- b. A telephone hearing, a videoconference hearing, or an in-person hearing, when required;
- c. A prehearing conference, if deemed necessary by the presiding judge;
- d. A notice and order for hearing
- e. A MNSure Order issued on behalf of the MNSure Board;
- f. Digital recording of the hearing;



- g. Language Interpretation and translation services, where requested, provided, assistance from MNSure in exploring options for providing in-person interpretation when requested; and
- h. Compliance with all MNSure policies and procedures related to appeal adjudication.

**C. Intake and Finalization.**

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

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

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

**E. Sending and Maintaining Correspondence.**

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

3. Correspondence that must be mailed in a "timely" manner will be sent on or before 10 (ten) business days. Final Orders will be mailed within 1 (one) business day of finalization and within 90 (ninety) days of receipt of request, as administratively feasible. Dismissals of expedited appeals and final Orders of expedited appeals will be sent within the timeframes as determined by the Secretary of the United States Department of Health and Human Services.
4. A copy of all MNSure appeals correspondence will be retained in the case management system, as part of the appeal record. All correspondence related to MNSure appeals will be post-marked no later than one calendar day following the date listed on the MNSure appeals correspondence (i.e., all MNSure appeals correspondence post-marked on Monday will reflect Monday's date on the letter).
5. DHS will investigate all returned MNSure appeals correspondence, and notify MNSure's Authorized Representative of all returned MNSure appeals correspondence and their respective resolutions on a weekly basis.
- F. **Reporting.** DHS shall submit to MNSure's Authorized Representative reports to measure various metrics pertaining to MNSure appeals, including, but not limited to, number of appeals; number of hearings; timeliness of pending appeals; timeliness of finalized appeals; caseloads; requests for reconsideration, and any metrics measured by state and/or federal reporting needs or audits. The frequency of these reports will be as agreed upon by MNSure's Authorized Representative and DHS' Authorized Representative and will include both regularly recurring 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's Contracts division on the creation and modification of all consumer assistance partner contract templates.
  - B. **Training, resource pages and manual.** MNsure will:
    1. Develop, implement, and maintain certification and recertification training for all consumer assistance partners
    2. Request input and content from DHS' Health Care Administration on all consumer assistance partner training related to public programs.
    3. Update and maintain the navigator resource webpages.
  - C. **Certification.** MNsure will:
    1. Process all consumer assistance partner certification, recertification, and decertification.
    2. Resolve all complaints against consumer assistance partners.
  - D. **Customer Service and Support.** MNsure will:
    1. Provide customer services and support to consumer assistance partners through the ARC.

2. Oversee supervision, hiring, work direction and priority setting as it relates to staffing and work activities of the ARC.
3. Develop, implement, and maintain operational support for all consumer assistance partners.
4. Obtain input and approval from DHS Health Care Administration on all consumer assistance partner communications related to public programs.

E. **Compensation.** MNSure will:

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

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

**A. Contracting.** DHS will:

1. Participate as third-party beneficiary to all consumer assistance partner contracts with MNsure, including Certified Application Counselor Services Agreements, and Joint Powers and Grant Navigator/In-Person Assister Agreements.
2. Provide input from DHS Contracts division on all consumer assistance partner contract templates.
3. Provide review on all requested changes to templates.
4. DHS Contact: Sebastian Stewart, Director, Contracts, Procurement, and Legal Compliance, 444 Lafayette Road, 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: Christina Cox; 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 the 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: Isaac Akpojotor, 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.



## EXHIBIT A Interagency Agreement Budget

Section (i.e. services to be provided)	Basis for Amount Charged	Authorized Representative		Totals	
		MNsure / Kari Koob	DHS / Alex Kotze	FY2020	FY2021
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	85,000	85,000
1.4 Contracts	Fixed	Katie DeGrioChanning	Sebastian Stewart	15,000	15,000
1.5 Background Studies	Variable	Christina Wessel	Dawn Davis	25,000	25,000
1.6 Fair Hearing and Appeals	Variable	Lindsey Millard	John Freeman	1,000,000	1,000,000
1.7 Issuance Operations Center	Variable	Gerald Wood	Terri Engel	270,000	270,000
<b>Total Business Operation Services</b>				<b>1,745,000</b>	<b>1,745,000</b>
2.1 METS System Operations	Variable	Kari Koob	Alex Kotze	5,706,000	6,693,000
2.2 METS System Development-QHP	Variable	Kari Koob	Alex Kotzke	2,647,000	0
<b>Total METS Services</b>				<b>8,353,000</b>	<b>6,693,000</b>
<b>3. Occupancy and IT Support Indirect Costs</b>	Fixed	Kari Koob	Marty Cammack	<b>200,000</b>	<b>200,000</b>
<b>Total Interagency Agreement</b>				<b>10,298,000</b>	<b>8,438,000</b>
					18,736,000

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

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

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

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

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

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

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

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

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

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

**Contract Coordinator, complete this section:**

SWIFT Vendor # for Other State Agency: H60000000

SWIFT Contract #: IAK % 169283

SWIFT Purchase Order #: N/A

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

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

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

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## **Recitals:**

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

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

WHEREAS, DHS is designated as the Medicaid Agency for the State of Minnesota and, as such, is responsible for management and oversight of Medical Assistance (MA), which is Minnesota's Medicaid program; and

WHEREAS, The day-to-day operations of MNSure play an important role in the Department of Human Services' outreach and enrollment strategies for Minnesotans seeking the services of public health coverage programs and services, including MinnesotaCare and Medicaid; and

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

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

## **1. Duties:**

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

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

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

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

DHS shall: obtain annual appropriations for the ongoing operation of MNSure, and shall claim the federal share of any eligible expenditures via operation of its amended public assistance cost allocation plan and operational advance planning document.

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

**2.1 Consideration.** Consideration for all services performed by MNSure pursuant to this agreement shall be paid by DHS as follows: There is no encumbrance under this agreement. The basis for billing will be the operational advance planning document and the quarterly operation of the public assistance cost allocation plan. It is further understood that any billing will be based on the actual cost incurred.

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

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

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

**5. Cancellation.** This agreement may be canceled by the DHS or MNSure at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, the MNSure shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

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

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

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

**9. Liability.** MNSure and DHS agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other and the results thereof. MNSure and DHS liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.736, and other applicable law.

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

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

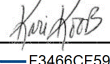
## **11. Other Provisions.**

None.

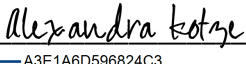
IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby

APPROVED:

**1. MNSure**

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

**2. DHS**

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

Distribution:

DHS – Original (fully executed) contract

MNSure

Contracting & Legal Compliance, Contracts Unit- #0238