



August 16, 2022

Senator Paul Utke  
Room 3403 Minnesota Senate Bldg.  
St. Paul, MN 55155

Senator Melissa Wiklund  
Room 2227 Minnesota Senate Bldg.  
St. Paul, MN 55155

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

Senator John Hoffman  
Room 2235 Minnesota Senate Bldg.  
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

Representative Jennifer Schultz  
473 State Office Building  
St. Paul, MN 55155

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 4th quarter of FY22. As required under Minnesota Statute 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 4th quarter of FY22.





Thank you for the opportunity to share this information. Please direct any questions you might have to Anna Burke, Government Affairs Manager, at 651.247.0247 or [Anna.T.Burke@state.mn.us](mailto:Anna.T.Burke@state.mn.us).

Sincerely,

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

Nathan Clark  
Chief Executive Officer



**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

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

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

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

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

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

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

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

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

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

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

in the mandated QHP certification process; and

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

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

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

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

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

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

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

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

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

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

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

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

## **1. Term of Agreement**

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

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

1.3 The following definitions apply to this Agreement:

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

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

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

## **2. Duties of the Parties**

### **2.1 MMB/MNsure/Minnesota Insurance Marketplace Shall:**

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

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

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

**2.2 MDH shall:**

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

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



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

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

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

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

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

### **2.3 Commerce shall:**

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

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

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

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

#### **2.4 All Parties shall:**

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

### **3. Consideration and Payment**

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

### **4. Authorized Representatives**

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

### **5. Amendments**

- 5.1 Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement,

or their successors in office.

## 6. Liability

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

### 1. STATE ENCUMBRANCE VERIFICATION

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

Signed: *Jennifer Herota*

Date: *4/22/13*

*Contract - 61408*

### 2. Department of Health

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

Title: *4-24-13*

Date: *ASSISTANT COMMISSIONER*

### 2. Department of Commerce

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

Title: *Deputy Commissioner*

Date: *4/23/13*

### 3. Minnesota Management and Budget

By: *Dimi*  
(With delegated authority)

Title: *CFO*

Date: *4/25/13*





or their successors in office.

**6. Liability**

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

**1. STATE ENCUMBRANCE VERIFICATION**

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

Signed: Jennifer Henstien

Date: 4/22/13  
#61408

**2. Department of Health**

By: [Signature]  
(With delegated authority)

Title: ASSISTANT COMMISSIONER

Date: 4/24/13

**2. Department of Commerce**

By: Tim Vander Hey  
(With delegated authority)

Title: Deputy Commissioner

Date: 4/23/13

**3. Minnesota Management and Budget**

By: \_\_\_\_\_  
(With delegated authority)

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

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



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

January 25, 2013

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



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

February 1, 2013

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



# Amendment No.1 to Interagency Agreement 201592

Contract Start Date:	October 14, 2021	Original Contract:	\$13,073,259
Original Contract Expiration Date:	<u>6/30/2023</u>	Previous Amendment(s) Total:	<u>\$0</u>
Current Contract Expiration Date:	<u>6/30/2023</u>	This Amendment:	<u>\$0</u>
Requested Contract Expiration Date:	<u>N/A</u>	Total Contract Amount:	<u>\$13,073,259</u>

**This amendment** (“Amendment”) is by and between Minnesota Department of Human Services, Commissioner’s Office Division, (hereinafter DHS) and the Chief Executive Officer of the Minnesota Health Insurance Marketplace (hereinafter “MNsure”).

## Recitals

1. DHS and MNsure have an agreement identified as IAK-201592 (“Original Agreement”) to allow DHS to provide standard, centralized administrative services to MNsure;
2. DHS and MNsure agree that the Original Agreement should be modified in order to add services for proof of vaccination and testing as described in Revised Exhibit B;
3. DHS and MNsure are correcting a typographical error in Section 3.1; and
4. DHS and MNsure are willing to amend the Original Agreement as stated below.

## Contract Amendment #1

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

The parties agree to the following revisions:

### REVISION 1. Clause 1.1 “Human Resources” is amended as follows:

- 1.1 **Human Resources.** DHS shall provide human resource services to MNsure in accordance with the duties, responsibilities, and obligations set forth in Revised 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 ensure that all payments due to the other party with respect to human resource services are made pursuant to the terms of this Agreement.

**REVISION 2. Clause 3.1 "Scope of Work" is amended as follows:**

**3.1 Scope of Work.** Payments made and invoices submitted between DHS and MNsure under Section 1 and Section ~~2~~ 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.

**EXCEPT AS AMENDED HEREIN, THE TERMS AND CONDITIONS OF THE ORIGINAL AGREEMENT AND ALL PREVIOUS AMENDMENTS REMAIN IN FULL FORCE AND EFFECT AND ARE INCORPORATED INTO THIS AMENDMENT BY REFERENCE.**

***REMAINDER OF PAGE INTENTIONALLY LEFT BLANK  
SIGNATURE PAGE FOLLOWS***



### **REVISED 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.

***Proof of Vaccination and Testing***

- DHS will coordinate vaccine attestation, testing consent, and other required medical documentation on behalf of MNSure for vaccine attestation or testing required by State policy, including but not limited to HR/LR Policy # 1446 (COVID-19 Proof of Vaccination and Testing).
- DHS will purchase and track test kits, including but not limited to COVID-19 test kits, on MNSure's behalf. DHS will provide MNSure with weekly updates on the status of the test results and attestation status.
- DHS will not seek reimbursement from MNSure for the test kits unless DHS is unable to obtain reimbursement for the full costs of the test kits from the Federal government. MNSure shall reimburse DHS for test kit costs that are not covered by Federal government reimbursement.
- DHS will distribute test kits to MNSure's employees as needed and consistent with State policy, and check the results of the tests with the designated vendor.

***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.

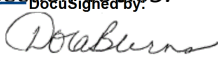
***Employee Performance Management***

- 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.

**APPROVED:**

**1. STATE ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minnesota Statutes, chapter 16A and section 16C.05.*

By:   
DocuSigned by:  
5457B11AE8BB49D...

Date: 12/30/2021

SWIFT Contract No: IAK 201592

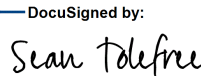
**2. MNSure**

By with delegated authority):   
DocuSigned by:  
EC8826518E5C4F5...

Title: General Counsel

Date: 12/30/2021

**3. MN Department of Human Services**

By (with delegated authority):   
DocuSigned by:  
379F70C21CF04BB...

Title: HR Director

Date: 12/30/2021

## 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: 10 / \_1\_ / \_21\_

Proposed End Date: \_06\_ /30\_ / \_23\_

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 % 201563

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 October 1, 2021 **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 June 30, 2023, 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 Dave Greeman or successor. MNSure's authorized representative for the purposes of administration of this agreement is Kari Koob, CFO, or 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 %187696, 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:

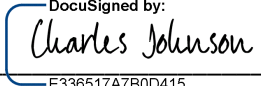
**1. MNsure**

DocuSigned by:  
By:  \_\_\_\_\_  
F3466CF591CC40D...

Title: CFO

Date: 9/29/2021

**2. DHS**

DocuSigned by:  
By:  \_\_\_\_\_  
E336517A7B0D415...

*With delegated authority*

Title: Deputy Commissioner

Date: 9/29/2021

Distribution:

DHS – Original (fully executed) contract

MNsure

Contracting & Legal Compliance, Contracts Unit- #0238



## **DATA SHARING AND BUSINESS ASSOCIATE AGREEMENT TERMS AND CONDITIONS**

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This Data Sharing and Business Associate Agreement, and amendments and supplements thereto (“Agreement”), is between the State of Minnesota Department of Human Services (“DHS”) and Minnesota Insurance Marketplace a/k/a MNsure (“MNsure”), collectively referred to as “parties”.

### **RECITALS**

This Agreement sets forth the terms and conditions in which parties will share data with and permit the other party to Use or Disclose Protected Information that the parties are legally required to safeguard pursuant to the Minnesota Government Data Practices Act (“MGDPA”) under Minnesota Statutes, Chapter 13, the Health Insurance Portability and Accountability Act rules and regulations codified at 45 C.F.R. Parts 160, 162, and 164 (“HIPAA”), and other Applicable Safeguards.

The parties agree to comply with all applicable provisions of the MGDPA, HIPAA, and any other Applicable Safeguard that applies to the Protected Information.

DHS is the primary state agency to help people meet their basic needs by providing or administering a variety of services for children, people with disabilities, and older Minnesotans.

DHS is the designated Medicaid Agency for the state of Minnesota and is responsible for the management and oversight of Medical Assistance (MA), MinnesotaCare, and other Minnesota Health Care Programs.

DHS is a “health care provider” and a “covered entity” under the Health Insurance Portability and Accountability Act (HIPAA) pursuant to 45 C.F.R. § 160.103.

MNsure is the state of Minnesota’s state health benefit exchanged as described in section 1311 of the Patient Protection and Affordable Care Act, Public Law 111-148.

MNsure and DHS share decision-making in conjunction with MNIT Services for the Minnesota Eligibility Technology System (METS).

To carry out their duties under the Interagency Agreements between the parties to implement and administer the Minnesota Insurance Marketplace and Minnesota Health Care Programs (“Interagency Agreements”), MNsure and DHS are required to share Protected Information and Protected Health Information with each other, as defined in this Agreement.

MNsure is permitted to share the protected information with DHS pursuant to Minnesota Statutes, section 62V.06, subdivisions 5(a)(4) and 5(b)(4) and 45 C.F.R. § 155.260.

MNsure agrees it is a “business associate” of DHS, as defined by HIPAA under 45 C.F.R. § 160.103, “Definitions,” for the limited purpose of carrying out health care eligibility operations and administration on behalf of DHS. The Protected Health Information disclosed to MNsure is subject to the Health Insurance Portability Accountability Act (HIPAA) is permitted by 45 C.F.R. § 164.502(e)(1)(i), “Standard: Disclosures to Business Associates.”

MNsure and DHS are directly liable and may be subject to civil penalties for failing to safeguard electronic Protected Health Information in accordance with the HIPAA Security Rule, Subpart C of 45 C.F.R. Part 164, “Security and Privacy.”

DHS is permitted to share protected health information with MNsure by 45 C.F.R. §§ 164.502(a)(1)(ii) and 164.506(c)(1) for DHS’ health care operations.

Minnesota Statutes, section 13.46, subdivision 1(c), allows DHS to enter into agreements to make the other entity part of the “Welfare System.” It is the intention that MNsure be made part of the welfare system for the limited purpose described in the Interagency Agreements and this Agreement.

Pursuant to Minnesota Statutes, section 13.46, subdivision 2(a)(5), DHS is permitted to release private data on individuals to personnel of the welfare system who require the data to verify an individual’s identity, the amount of assistance, and the need to provide services to an individual or family across programs; and evaluate the effectiveness of programs.

Pursuant to Minnesota Statutes, section 13.46, subdivision 2(a)(6), DHS is permitted to release private data on individuals to administer federal funds and programs.

Therefore, the parties agree as follows:

#### **DEFINITIONS**

- A. "Agent" means the parties’ employees, contractors, subcontractors, and other non-employees and representatives.
- B. “Applicable Safeguards” means the state and federal safeguards listed in subsection 6.1.A of this Agreement.
- C. “Breach” means the acquisition, access, use, or disclosure of unsecured Protected Health Information in a manner not permitted by HIPAA, which compromises the security or privacy of Protected Health Information.
- D. “Business Associate” shall generally have the same meaning as the term “business associate” found in 45 C.F.R. § 160.103, and in reference to the party in the Agreement, shall mean MNsure.
- E. “Disclose” or “Disclosure” means the release, transfer, provision of access to, or divulging in any manner of information by the entity in possession of the Protected Information.

- F. "HIPAA" means the rules and regulations codified at 45 C.F.R. Parts 160, 162, and 164.
- G. "Individual" means the person who is the subject of protected information.
- H. "Privacy Incident" means a violation of an information privacy provision of any applicable state and federal law, statute, regulation, rule, or standard, including those listed in the Agreement.
- I. "Protected Information" means any information, regardless of form or format, which is or will be Used by DHS or MNsure under the Agreement that is protected by federal or state privacy laws, statutes, regulations, policies, or standards, including those listed in this Agreement. This includes, but is not limited to, individually identifiable information about a State, county or tribal human services agency client or a client's family member. Protected Information also includes, but is not limited to, Protected Health Information, as defined below, and Protected Information maintained within or accessed via a State information management system, including a State "legacy system" and other State application.
- J. "Protected Health Information" is a subset of Protected Information (defined above) and has the same meaning as the term "protected health information" found in 45 C.F.R. § 160.103. For the purposes of this Agreement, it refers only to that information that is received, created, maintained, or transmitted between DHS and MNsure as a Business Associate for the limited purpose of carrying out health care eligibility operations and administration on behalf of DHS.
- K. "Responsible Party" is the agency whose employee, volunteer, agent, vendor, contractor or subcontractor actions causes the Breach, Privacy Incident, and/or Security Incident. For purposes of this Agreement, if the parties to this Agreement disagree or cannot determine the cause of an incident, or if a third party caused a security incident, both parties to this Agreement will be deemed the Responsible Party for the Breach, Privacy Incident, and/or Security Incident, and the parties will work cooperatively to agree on one party to take the lead with coordination and assistance from the other party.
- L. "Security Incident" means the attempted or successful unauthorized accessing, Use, or interference with system operations in an information management system or application. "Security Incident" does not include pings and other broadcast attacks on a system's firewall, port scans, unsuccessful log-on attempts, denials of service, and any combination of the above, provided that such activities do not result in the unauthorized exposure, viewing, obtaining, accessing, or Use of Protected Information.
- M. "Use" or "Used" means any activity involving Protected Information including its creation, collection, access, acquisition, modification, employment, application, utilization, examination, analysis, manipulation, maintenance, dissemination, sharing, Disclosure, transmission, or destruction. "Use" includes any of these activities whether conducted manually or by electronic or computerized means.
- N. "User" means an agent of either party, who has been authorized to use Protected Information.

**1. TERM OF AGREEMENT.**

**1.1 Effective date.** The effective date of this Agreement is **January 1, 2021**.

**1.2 Expiration date.** The expiration date of this Agreement is **December 31, 2023**, or until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

**2. INFORMATION EXCHANGED.**

**2.1** This Agreement shall govern the data that will be exchanged between MNSure and DHS, which may include:

- A. patient data relating to DHS' Minnesota Health Care Programs (MHCP);
- B. the provision of health care to MHCP beneficiaries and MNSure clients;
- C. past, present, or future payment for the provision of health care to MHCP beneficiaries and MNSure clients;
- D. data on individuals participating in MNSure as defined in Minnesota Statutes, section 62V.06;
- E. data on employers participating in MNSure; and
- F. "not public data" as defined in Minnesota Statutes, section 13.02.

**3. TIME.**

The parties will perform their duties within the time limits established in this Agreement unless prior written approval is obtained from the other party.

**4. CONSIDERATION AND PAYMENT.**

There will be no funds obligated by either party under this Agreement. Each party will be responsible for its own costs in performing its stated duties.

**5. AUTHORIZED REPRESENTATIVES.**

**5.1 DHS.** DHS's authorized representative is **Donna Watz, Deputy General Counsel Chief Privacy Official**, donna.m.watz@state.mn.us, or her successor. MNSure shall make any notice or contact to DHS required by this Agreement to DHS's authorized representative.

**5.2 MNSure.** MNSure's Authorized Representative is **Emily Cleveland, Legal Director and Privacy Officer**, emily.j.cleveland@state.mn.us, or her successor. DHS shall make any notice or contact to MNSure required by this Agreement to MNSure's authorized representative.

**6. INFORMATION PRIVACY AND SECURITY**

MNSure and DHS must comply with the MGDPA, HIPAA, and all other Applicable Safeguards as they apply to all data provided by MNSure or DHS under this Agreement, and as they apply to all data created, collected, received, stored, used, maintained, or disseminated by MNSure or DHS under this Agreement. The civil remedies of Minn. Stat. § 13.08, "Civil Remedies," apply to MNSure and DHS. Additionally, the remedies of HIPAA apply to the release of data governed by HIPAA.

**6.1 Compliance with Applicable Safeguards.**

- A. State and Federal Safeguards.** The parties acknowledge that the Protected Information to be shared under the terms of the Agreement may be subject to one or more of the laws, statutes, regulations, rules, policies, and standards, as applicable and as amended



or revised (“Applicable Safeguards”), listed below, and agree to abide by the same.

1. Health Insurance Portability and Accountability Act rules and regulations codified at 45 C.F.R. Parts 160, 162, and 164 (“HIPAA”);
2. Medicaid Information Safeguards (42 C.F.R. § 431 Subpart F);
3. Minnesota Government Data Practices Act (Minn. Stat. Chapter 13);
4. Minnesota Health Records Act (Minn. Stat. § 144.291–144.34);
5. Data Practices section of the MNsure Act (Minn. Stat § 62V.06)
6. Confidentiality of Alcohol and Drug Abuse Patient Records (42 U.S.C. § 290dd-2, “Confidentiality of Records,” and 42 C.F.R. Part 2, “Confidentiality of Substance Use Disorder Patient Records”);
7. Tax Information Security Guidelines for Federal, State and Local Agencies (26 U.S.C. § 6103, “Confidentiality and Disclosure of Returns and Return Information,” and Internal Revenue Service Publication 1075;
8. U.S. Privacy Act of 1974;
9. Computer Matching Requirements (5 U.S.C. § 552a, “Records Maintained on Individuals”);
10. Social Security Data Disclosure (section 1106 of the Social Security Act: 42 USC § 1306, “Disclosure of information in Possession of Social Security Administration or Department of Health and Human Services”);
11. Disclosure of Information to Federal, State and Local Agencies (DIFSLA Handbook, Internal Revenue Service Publication 3373);
12. Final Exchange Privacy Rule of the Affordable Care Act (45 C.F.R. § 155.260, “Privacy and Security of Personally Identifiable Information,”);
13. NIST Special Publication 800-53, “Security and Privacy Controls for Federal Information Systems and Organizations,” Revision 4 (NIST.SP.800-53r4); and,
14. All state of Minnesota [“Enterprise Information Security Policies and Standards.”](#)<sup>1</sup>

The parties further agree to comply with all other laws, statutes, regulations, rules, and standards, as amended or revised, applicable to the exchange, Use and Disclosure of data under the Agreement.

- B. Statutory Amendments and Other Changes to Applicable Safeguards.** The Parties agree to take such action as is necessary to amend the Agreement from time to time as is necessary to ensure, current, ongoing compliance with the requirements of the laws listed in this Section or in any other applicable law.

## 6.2 The Parties’ Data Responsibilities

- A. Use of Protected Information.** Each party shall:
1. disclose Protected Information only as authorized by law to the other party for its use or disclosure;
  2. obtain any consent or authorization that may be necessary for it to disclose Protected Information with the other party; and
  3. refrain from asking the other party to use or disclose Protected Information in a manner that would violate applicable standards or would be impermissible if the use or disclosure were performed by the party.

<sup>1</sup> See <https://mn.gov/mnit/government/policies/security/>

**B. Use Limitation.**

- 1. Restrictions on Use and Disclosure of Protected Information.** Except as otherwise authorized in the Agreement, the parties may only use or disclose Protected Information as minimally necessary to provide the services to the other party as described in the Agreement, or as otherwise required by law, provided that such use or disclosure of Protected Information, if performed by the party, would not violate the Agreement, HIPAA, or state and federal statutes or regulations that apply to the Protected Information.
- 2. Federal tax information.** To the extent that Protected Information used under the Agreement constitutes “federal tax information” (FTI), both parties shall ensure that this data only be used as authorized under the Patient Protection and Affordable Care Act, the Internal Revenue Code, 26 U.S.C. § 6103, and IRS Publication 1075.

**C. Individual Privacy Rights.** The parties shall ensure Individuals are able to exercise their privacy rights regarding Protected Information, including but not limited to the following:

- 1. Complaints.** The parties shall work cooperatively and proactively with each other to resolve complaints received from an Individual; from an authorized representative; or from a state, federal, or other health oversight agency.
- 2. Amendments to Protected Information Requested by Data Subject Generally.** Within ten (10) business days, one party must forward to the other party any request to make any amendment(s) to Protected Information in order for the parties to satisfy their obligations under Minnesota Statutes, section 13.04, “Rights of Subjects of Data,” subd. 4. If the request to amend Protected Information pertains to Protected Health Information, then the parties must also make any amendment(s) to Protected Health Information as directed or agreed to by the parties pursuant to 45 C.F.R. § 164.526, “Amendment of Protected Health Information,” or otherwise act as necessary to satisfy DHS or MNsure’s obligations under 45 CF.R. § 164.526 (including, as applicable, Protected Health Information in a designated record set).

**D. Background Review and Reasonable Assurances of Agents.**

- 1. Reasonable Assurances.** Each party represents that, before any Agent is allowed to Use or Disclose Protected Information, each party has conducted and documented a background review of the Agent sufficient to provide the other party with reasonable assurances that the Agent will fully comply with the terms of the Agreement and Applicable Safeguards.
- 2. Documentation.** Each party shall make available documentation required by this Section upon request.

**E. Ongoing Responsibilities to Safeguard Protected Information.**

- 1. Privacy and Security Safeguards.** Each party shall develop, maintain, and enforce policies, procedures, and administrative, technical, and physical safeguards that

comply with the Applicable Safeguards to ensure the privacy and security of the Protected Information, and to prevent the Use or Disclosure of Protected Information, except as expressly permitted by the Agreement.

2. **Electronic Protected Information.** Each party shall implement and maintain appropriate safeguards with respect to electronic Protected Information, and comply with Subpart C of 45 C.F.R. Part 164 (HIPAA Security Rule) with respect to prevent the Use or Disclosure other than as provided for by the Agreement.
  3. **Monitoring Agents.** Each party shall ensure that any Agent to whom the party Discloses Protected Information on behalf of the other party, or whom the party employs or retains to create, receive, Use, store, Disclose, or transmit Protected Information on behalf of the other party, agrees in writing to the same restrictions and conditions that apply to the party under the Agreement with respect to such Protected Information; and, for protected health information, in accordance with 45 C.F.R. §§ 164.502, "Use and Disclosure of Protected Health Information: General Rules," subpart (e)(1)(ii) and 164.308, "Administrative Safeguards," subpart (b)(2).
  4. **Encryption.** According to the state of Minnesota's "[Enterprise Information Security Policies and Standards](#),"<sup>2</sup> both parties must use encryption to store, transport, or transmit Protected Information and must not use unencrypted email to transmit Protected Information.
  5. **Minimum Necessary Access to Protected Information.** Each party shall ensure that its Agents acquire, access, Use, and Disclose only the minimum necessary Protected Information needed to complete an authorized and legally permitted activity.
  6. **Training and Oversight.** Each party shall ensure that Agents are properly trained and comply with all Applicable Safeguards and the terms of the Agreement.
- F. Responding to Privacy Incidents, Security Incidents, and Breaches.** Each party will comply with this Section for all Protected Information shared under the Agreement. Each party will coordinate and cooperate with one another in responding to and handling any privacy incident, security incident, and/or breach. Additional obligations for specific kinds of Protected Information shared under the Agreement are addressed in subsection 6.2.G, "Reporting Privacy Incidents, Security Incidents, and Breaches."
1. **Mitigation of harmful effects.** Upon discovery of any actual or suspected Privacy Incident, Security Incident, and/or Breach, the Responsible Party will mitigate, to the extent practicable, any harmful effect of the Privacy Incident, Security Incident, and/or Breach. Mitigation may include, but is not limited to, notifying and providing credit monitoring to affected Individuals.
  2. **Investigation.** Upon discovery of any actual or suspected Privacy Incident, Security Incident, and/or Breach, the Responsible Party will investigate to (1) determine the root cause of the incident, (2) identify Individuals affected, (3) determine the specific Protected Information impacted, and (4) comply with notification and reporting provisions of the Agreement, this Agreement, and

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<sup>2</sup> <https://mn.gov/mnit/government/policies/security/>

applicable law.

- 3. Corrective action.** Upon identifying the root cause of any Privacy Incident, Security Incident, and/or Breach, the Responsible Party will take corrective action to prevent, or reduce to the extent practicable, any possibility of recurrence. Corrective action may include, but is not limited to, patching information system security vulnerabilities, sanctioning Agents, and/or revising policies and procedures.
- 4. Notification to Individuals and others; costs incurred.**
  - a. Protected Information.** The Responsible Party will determine whether notice to data subjects and/or any other external parties regarding any Privacy Incident or Security Incident is required by law. If such notice is required, the Responsible Party will fulfill its obligations under any applicable law requiring notification, including, but not limited to, Minnesota Statutes, sections 13.05, "Duties of Responsible Authority," and 13.055, "Disclosure of Breach in Security." If the incident is a "breach of the security of the data," as defined by Minnesota Statutes, section 13.055, the responsible party shall also be responsible for completing the requisite investigation report.
  - b. Protected Health Information.** If a Privacy Incident or Security Incident results in a Breach of Protected Health Information, as these terms are defined in this Agreement and under HIPAA, then the Responsible Party will provide notice to Individual data subjects under any applicable law requiring notification, including but not limited to providing notice as outlined in 45 C.F.R. § 164.404, "Notification to Individuals."
  - c. Notification to CMS.** MNsure will serve as the point of contact and notify Centers for Medicare & Medicaid Services (CMS) of incidents related to METS pursuant to the Computer Matching Agreement between CMS and State-Based Administering Entities for the Disclosure of Insurance Affordability Programs Information under the Patient Protection and Affordable Care Act.
  - d. Notification to OLA.** The Responsible Party shall report any Privacy Incident, Security Incident, and or Breach to the Minnesota Office of Legislative Auditor as required by Minnesota Statutes, section 3.971, subdivision 9.
  - e. Failure to notify.** If either party incurs costs or is subject to fines or penalties due to the other party's failure to timely and appropriately provide notification under subparagraph (a), then the Responsible Party will reimburse the other party for the costs, fines, or penalties incurred as a result of its failure provide appropriate notification.
- 5. Obligation to report to the other party.** Upon discovery of a Privacy Incident, Security Incident, and/or Breach, the Responsible Party will report to the other party in writing as further specified in subsection 6.2.G.
  - a. Communication with authorized representative.** Each party will send any written reports to, and communicate and coordinate as necessary with, the other party's authorized representative or designee.



Each party will include in its initial report to the other party all information under subsections 6.2.F(1)–(4), of this Agreement that is available to the party at the time of the initial report, and provide updated reports as additional information becomes available.

- b. **Final report.** The Responsible Party will, upon completion of its investigation of and response to any actual or suspected unauthorized Uses or Disclosures of SSA data, or upon the other party’s request in accordance with subsection 6.2.F(5), promptly submit a written report to the other party documenting all actions taken under subsections 6.2.F(1)–(4), of this Agreement.

**3. Protected Health Information.** Each party will report Privacy Incidents, Security Incidents, and/or Breaches involving Protected Health Information as follows:

- a. **Reporting Breaches to DHS.** MNsure will report, in writing, any Breach involving Protected Health Information to DHS within five (5) calendar days of discovery, as defined in 45 C.F.R. § 164.410, “Notification by a Business Associate,” subpart (a)(2), for all Breaches involving fewer than 500 Individuals, and immediately for all Breaches involving 500 or more Individuals. These reports shall include, at a minimum, the following information:
  1. Identity of the individuals whose unsecured Protected Health Information has been, or is reasonably believed by MNsure, to have been accessed, acquired, Used, or Disclosed during the incident or Breach.
  2. Description of the compromised Protected Health Information.
  3. Date of the Breach.
  4. Date of the Breach’s discovery.
  5. Description of the steps taken to investigate the Breach, mitigate its impact, and prevent future Breaches.
  6. Sanctions imposed on MNsure’s Agents involved in the Breach.
  7. All other information that must be included in notification to the Individual under 45 C.F.R. § 164.404(c).
  8. Statement that MNsure has notified, or will notify, impacted Individuals in accordance with 45 C.F.R. § 164.404 and, upon the completion of said notifications, provide through documentation of the recipients, date, content, and manner of the notifications.
- b. **Reporting Breaches to external parties.** The Responsible Party will report all Breaches involving Protected Health Information to the U.S. Department of Health and Human Services (as specified in 45 C.F.R § 164.408, “Notification to the Secretary”), and, for Breaches involving 500 or more Individuals, to the media (as specified in 45 C.F.R. § 164.406, “Notification to the Media”). As soon as possible and no later than 10 (ten) business days prior to any report to the media required by 45 C.F.R. § 164.406, the Responsible Party will provide to the other for its review and approval all Breach-related reports or statements intended for the media.
- c. **Reporting Security Incidents that do not result in a Breach.** Each party will

report, in writing, to the other party all Security Incidents that do not result in a Breach, but involve systems maintaining Protected Health Information shared pursuant to this Agreement within (5) business days of discovery. As a business associate, MNsure and its agents will comply with the applicable requirements of 45 C.F.R. § 164.314, “Organizational Requirements.”

- d. **Reporting other violations.** Each party will report, in writing, to the other party any other Privacy Incident and/or violation of an Individual’s privacy rights as it pertains to Protected Health Information shared pursuant to this Agreement within five (5) calendar days of discovery as defined in 45 C.F.R. § 164.410(a)(2). This includes, but is not limited to, any violation of Subpart E of 45 C.F.R. Part 164.
4. **Other Protected Information.** Each Responsible Party will report all other Privacy Incidents and/or Security Incidents, to the other party.
- a. **Initial report.** The Responsible Party will report all other Privacy Incidents and/or Security Incidents to the other party, in writing, within five (5) calendar days of discovery. If the Responsible Party is unable to complete its investigation of, and response to, a Privacy Incident, Security Incident, and/or Breach within five (5) calendar days of discovery, then the Responsible Party will provide the other party with all information under subsections 6.2.F(1)–(4), of this Agreement that are available to the Responsible Party at the time of the initial report, and provide updated reports as additional information becomes available.
  - b. **Final report.** The Responsible Party will, upon completion of its investigation of and response to a Privacy Incident, Security Incident, and/or Breach, or upon the other party’s request in accordance with subsection 6.2.E(5) submit in writing a report to the other party documenting all actions taken under subsections 6.2.F(1)–(4), of this Agreement.
- H. **Designated Record Set—Protected Health Information.** If, on behalf of DHS, MNsure maintains a complete or partial designated record set, as defined in 45 C.F.R. § 164.501, “Definitions,” upon request by DHS, MNsure shall, in a time and manner that complies with HIPAA or as otherwise directed by DHS:
- 1. Provide the means for an Individual to access, inspect, or receive copies of the Individual’s Protected Health Information.
  - 2. Provide the means for an Individual to make an amendment to the Individual’s Protected Health Information.
- I. **Access to Books and Records, Security Audits, and Remediation.** Each party shall conduct and submit to audits and necessary remediation as required by this Section to ensure compliance with all Applicable Safeguards and the terms of the Agreement.
- 1. Each party represents that it has audited and will continue to regularly audit the security of the systems and processes used to provide services under the Agreement, including, as applicable, all data centers and cloud computing or hosting services under contract with a party. Each party will conduct such audits in a manner sufficient to ensure compliance with the security standards referenced in this Agreement.

2. This security audit required above will be documented in a written audit report which will, to the extent permitted by applicable law, be deemed confidential security information and not public data under the Minnesota Government Data Practices Act, Minnesota Statutes, section 13.37, "General Nonpublic Data," subd. 1(a) and 2(a).
3. Each party agrees to make its internal practices, books, audits, and records related to its obligations under the Agreement available to the other party or a designee upon the other party's request for purposes of conducting a financial or security audit, investigation, or assessment, or to determine MNSure's or DHS' compliance with Applicable Safeguards, the terms of this Agreement and accounting standards. For purposes of this provision, other authorized government officials includes, but is not limited to, the Secretary of the United States Department of Health and Human Services.
4. Each party will make and document best efforts to remediate any control deficiencies identified during the course of its own audit(s), or upon request by the other party or other authorized government official(s), in a commercially reasonable timeframe.

**J. Documentation Required.** Any documentation required by this Agreement, or by applicable laws, standards, or policies, of activities including the fulfillment of requirements by a party, or of other matters pertinent to the execution of the Agreement, must be securely maintained and retained by a party for a period of six years from the date of expiration or termination of the Agreement, or longer if required by applicable law, after which the documentation must be disposed of consistent with subsection 6.6 of this Agreement.

Each party shall document Disclosures of Protected Health Information that are subject to the accounting of disclosure requirement described in 45 C.F.R. 164.528, "Accounting of Disclosures of Protected Health Information."

**K. Requests for Disclosure of Protected Information.** If a party or one of its Agents receives a request to Disclose Protected Information, the party shall inform the other party of the request and coordinate the appropriate response with the other party. If a party Discloses Protected Information after coordination of a response with the other party, it shall document the authority used to authorize the Disclosure, the information Disclosed, the name of the receiving party, and the date of Disclosure. All such documentation shall be maintained for the term of the Agreement or six years after the date of the Disclosure, whichever is later, and shall be produced upon demand by the other party.

**L. Conflicting Provisions.** Both parties shall comply with all Applicable Safeguards listed in Section 6.1, including applicable provisions of HIPAA, and with this Agreement. To extent that the parties determine, following consultation, that the terms of this Agreement are less stringent than the Applicable Safeguards, both parties must comply with the Applicable Safeguards. In the event of any conflict in the requirements of the Applicable Safeguards, each party must comply with the most stringent Applicable Safeguard.

**M. Data Availability.** Either party, or any entity with legal control of any Protected



Information provided by the other party, shall make any and all Protected Information under the Agreement available to the other party upon request within a reasonable time as is necessary for the other party to comply with applicable law.

### 6.3 Data Security.

- A. State Information Management System Access.** If a party grants the other party access to Protected Information maintained in a party's information management system (including a "legacy" system) or in any other application, computer, or storage device of any kind, then the party agrees to comply with any additional system- or application-specific requirements as directed by the other party.
- B. Electronic Transmission.** The parties agree to encrypt electronically transmitted Protected Information in a manner that complies with NIST Special Publications 800-52, "Guidelines for the Selection and Use of Transport Layer Security (TLS) Implementations"; 800-77, "Guide to IPsec VPNs"; 800-113, "Guide to SSL VPNs," or other methods validated under Federal Information Processing Standards (FIPS) 140-2, "Security Requirements for Cryptographic Modules." As part of its compliance with the NIST publications, and the State of Minnesota's "Enterprise Information Security Policies and Standards,"
- C. Portable Media and Devices.** The parties agree to encrypt Protected Information written to or stored on portable electronic media or computing devices in a manner that complies with NIST SP 800-111, "Guide to Storage Encryption Technologies for End User Devices."

### 6.4 MNsure Permitted Uses and Responsibilities regarding Protected Health Information.

- A. Management and Administration.** Except as otherwise limited in the Agreement, MNsure may:
  1. Use Protected Health Information for the proper management and administration of MNsure or to carry out the legal responsibilities of MNsure.
  2. Disclose Protected Health Information for the proper management and administration of MNsure, provided that:
    - a. The Disclosure is required by law; or
    - b. The Disclosure is required to perform the services provided to or on behalf of DHS or the Disclosure is otherwise authorized by DHS, and MNsure:
      - i. Obtains reasonable assurances from the entity to whom the Protected Health Information will be Disclosed that the Protected Health Information will remain confidential and Used or further Disclosed only as required by law or for the purposes for which it was Disclosed to the entity; and
      - ii. Requires the entity to whom Protected Health Information is Disclosed to notify MNsure of any instances of which it is aware in which the confidentiality of Protected Health Information has been Breached or otherwise compromised.
- B. Notice of Privacy Practices.** If MNsure's duties and responsibilities require it, on behalf of DHS, to obtain individually identifiable health information from Individual(s), then

MNsure shall, before obtaining the information, confer with DHS to ensure that any required Notice of Privacy Practices includes the appropriate terms and provisions.

- C. De-identify Protected Health Information.** MNsure may use Protected Health Information to create de-identified Protected Health Information provided that MNsure complies with the de-identification methods specified in 45 C.F.R. § 164.514, "Other Requirements Relating to Uses and Disclosures of Protected Health Information." De-identified Protected Health Information remains the sole property of DHS and can only be Used or Disclosed by MNsure on behalf of DHS and pursuant to the Agreement or by prior written approval of DHS.
- D. Aggregate Protected Health Information.** MNsure may use Protected Health Information to perform data aggregation services for DHS, and any such aggregated data remains the sole property of DHS. MNsure must have the written approval of DHS prior to using Protected Health Information to perform data analysis or aggregation for parties other than DHS.

#### **6.5 DHS Permitted Uses and Responsibilities regarding Protected Information**

- A. Management and Administration.** Except as otherwise limited in this Agreement, DHS may:
  - 1. Use Protected Information for the proper management and administration of DHS or on behalf of MNsure or to carry out the legal responsibilities of MNsure or DHS, provided that any access to data classified as not public data under Minnesota Statutes, section 62V.06, subd. 3, by individual agents of DHS is approved by the MNsure Board pursuant to Minnesota Statutes, section 62V.06, subd. 8.
  - 2. Disclose Protected Information for the proper management and administration of DHS or on behalf of MNsure, provided that:
    - a. The disclosure is required by law; or
    - b. The disclosure is required to perform the services provided to or on behalf of MNsure or the disclosure is otherwise authorized by MNsure, and DHS:
      - i. Obtains reasonable assurances, in the form of a data sharing agreement, from the entity to whom the Protected Information will be disclosed that the Protected Information will be safeguarded in accordance with law and will not be used or disclosed other than for the contracted services or the authorized purposes; and
      - ii. DHS requires the entity to whom Protected Information is disclosed to notify DHS of any compromise to the confidentiality, availability, and integrity of Protected Information of which it becomes aware.
- B. Sale of Data Prohibited.** The parties are prohibited from selling any data that is classified by Minnesota Statutes, section 62V.06.

#### **6.6 Obligations Upon Expiration or Cancellation of the Agreement.** Upon expiration or termination

of the Agreement for any reason:

- A. In compliance with the procedures found in the Applicable Safeguards listed in subsection 6.1.A, or as otherwise required by applicable industry standards, or directed by the other party, each party shall immediately destroy or sanitize (permanently de-identify without the possibility of re-identification), or return in a secure manner to the other party all Protected Information that it still maintains.
- B. Each party shall ensure and document that the same action is taken for all Protected Information shared by the other party that may be in the possession of its Agents. Each party and its Agents shall not retain copies of any Protected Information of the other party.
- C. In the event that a party determines that returning or destroying the Protected Information is not feasible or would interfere with its ability to carry out its legal responsibilities, maintain appropriate safeguards, and/or comply with Subpart C of 45 C.F.R. Part 164, it shall notify the other party of the specific laws, rules, policies, or other circumstances that make return or destruction not feasible or otherwise inadvisable. Upon mutual agreement of the Parties that return or destruction of Protected Information is not feasible or otherwise inadvisable, the party will continue to extend the protections of the Agreement to the Protected Information and take all measures possible to limit further Uses and Disclosures of the Protected Information for so long as it is maintained by the party or its Agents.
- D. Each party shall document and verify in a written report to the other party the disposition of Protected Information. The report shall include at a minimum the following information:
  - 1. A description of all Protected Information that has been sanitized or destroyed, whether performed internally or by a service provider;
  - 2. The method by which, and the date when, the Protected Data were destroyed, sanitized, or securely returned to the other party; and
  - 3. The identity of organization name (if different than the party), and name, address, and phone number, and signature of Individual, that performed the activities required by this Section.
- E. Documentation required by this Section shall be made available upon demand by the other party.
- F. Any costs incurred by a party in fulfilling its obligations under this Section will be the sole responsibility of the party.

**7. LIABILITY.**

The parties agree that each is independently responsible for complying with statutes, rules, and regulations governing or affecting the collection, storage, use, sharing, disclosure, and dissemination of Protected Information in accordance with Clause 6 Information Privacy and Security. Neither party will be liable for any violation of any provision of applicable laws or the terms of this Agreement indirectly or directly arising out of, resulting from, or in any manner attributable to actions of the other party or its employees or agents. The liability of each party is governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.736, and other applicable law.

The parties acknowledge that if a party is in violation of this Agreement, or violation of a federal or state statute applicable to Protected Information, the other party may limit, suspend, or terminate the violating party's access to or use of Protected Information.

**8. SEVERABILITY.**

If any provision of this Agreement is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

**9. INTERPRETATION**

Any ambiguity in this Agreement shall be interpreted to permit compliance with all Applicable Safeguards.

**10. SURVIVAL OF TERMS.**

The rights and obligations of the parties under this Agreement shall survive the termination of this Agreement for as long as each party or its subcontractors and agents are in possession of Protected Information received from or collected, created, used, maintained, or disclosed on behalf of the other party. The duties and obligations of both parties in section 6.6 shall survive termination of this Agreement.

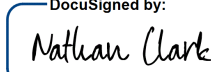
**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.**

By signing below, the parties agree to the terms and conditions contained in this AGREEMENT.

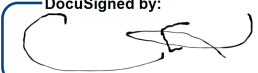
**APPROVED:**

**1. MNSURE**

*MNSURE certifies that the appropriate person(s) have executed the Agreement on behalf of MNSURE as required by applicable articles, by-laws resolutions or ordinances.*

By: Click here to enter text   
Printed Name: Nathan Clark 60CA7E6941CA4DB...  
Title: Chief Executive Officer  
Date: Click here to enter text 12/31/2020

**2. Department of Human Services (DHS)**

By (with delegated authority): Click here to enter text   
Printed Name: Click here to enter text Charles E. Johnson E336517A7B0D415...  
Title: Click here to enter text Deputy Commissioner  
Date: Click here to enter text 12/31/2020

**Distribution: (copy of fully executed contract to each)**

Contracting and Legal Compliance Division  
MNSure  
DHS Authorized Representative



# Comprehensive IT Service Level Agreement

in direct support of

MNsured Business Operations

10/26/2018

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## Signature Page

Under Minnesota Statutes section 16E, the Office of MN.IT Services (dba Minnesota IT Services/MNIT) provides Information Technology services to MNSure. MNSure'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**

Nathan Clark

Johanna Clyborne

Chief Executive Officer  
MNSure

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

Date of Signature

Date of Signature

**MNsure - 62V.05 subd. 12**FY 2022 Quarter 4 MNsure Interagency Agreements and Service Level Agreement  
Q4 Ending June 30, 2022

<b>Agency</b>	<b>Amount</b>	<b>Legal Authority</b>
MNIT	\$ 1,198,191	M.S. 16E.016, 62V.05
DHS	\$ 13,073,259	M.S. 62V.05, 471.59
MNsure	\$ 4,639,734	Public Law 89-97 Title XIX
MNsure	\$ 3,844,000	General Fund
<b>Total</b>	<b>\$ 22,755,184</b>	



Purpose	Effective Date	Duration
MNIT provides enterprise IT services to MNsure *reflects actual costs paid to date excluding the close period for FY22	7/1/2019	ongoing
MNsure contracts with DHS to provide services as described in the IAA	10/1/2021	6/30/2023
DHS contracts with MNsure for MNsure participation in the administration of the MN State Plan. *reflects actual costs paid to date excluding the close period for FY22	10/1/2021	6/30/2023
MNsure received a transfer from the General Fund (Source Fund 1000, G9R0019)	State Fiscal Year 2022	N/A

**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 ensure 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, office supplies as determined by the parties, 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 received 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 database 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 database nightly.
- d. Provide Annual SWIFT-ER and database 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 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 receiving services for MNSure.

**B. Authorized Representatives.**

1. DHS's authorized representative in regards to financial operations is Joe Jarosz, Accounting Operations Manager, or his successor.

2. MNSure's authorized representative in regards to financial operations is Gerald Wood, Accounting Operations Director, or his successor.
3. Each representative shall have final authority for acceptance of payroll and accounts payable services of the other party and shall have responsibility to 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 (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/ACFR asset reporting.** DHS shall assist in the ACFR reporting to be submitted and certified by a MNSure representative. DHS will update or adjust ACFR 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 ensure 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 Song Lyfoung, Director of Contracts, Procurement & Legal Compliance, or her 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 ensure 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 ensure 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 Steven Collins, Appeals Division Director, or his successor.
  2. MNSure's authorized representative in regards to fair hearing appeal adjudication services is Katie DeGrio Channing, 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 ensure 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 Joe Jarosz, FOD Accounting Operations Director, or his successor.
2. MNsire'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 ensure 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 Ahna Minge, Chief Financial Officer, or her successor.
  2. MNsire'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 ensure 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 Ahna Minge, 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

ensure 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 ensure 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. SFY2022: \$13,280,000
2. SFY2023: \$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 **two million two hundred and five thousand dollars (\$2,205,000)**, 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 **ten million five hundred and eighteen thousand and two hundred fifty-nine dollars (\$10,518,259)**, 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 **three hundred and fifty thousand dollars (\$350,000.00)**, 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, 2021** without regard to the Execution Date of this Agreement, and shall remain in effect through **June 30, 2023**, 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 187696, 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:  
*Doaburns*  
By: \_\_\_\_\_  
5457B11AE8BB49D...

Date: 9/30/2021

SWIFT Contract No: IAK 201592

SWIFT PO #: 3-1823

**2. MN Department of Human Services**

DocuSigned by:  
*Charles Johnson*  
By: \_\_\_\_\_  
F336517A7B0D41E...

*With delegated authority*

Title: Deputy Commissioner

Date: 10/13/2021

**3. MNSure**

DocuSigned by:  
*Kirill K*  
By: \_\_\_\_\_  
F3466CF591CC40D...

*With delegated authority*

Title: CFO

Date: 10/14/2021

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

**EXHIBIT A – Interagency Agreement Budget**

Section (i.e. services to be provided)	Basis for Amount Charged	Authorized Representative		Totals	
		MNsure / Kari Koob	DHS / Ahna Minge or successor	2 <sup>nd</sup> -4 <sup>th</sup> quarters FY2022	FY2023
1.1 Human Resources	Fixed	Dave Rowley	Connie Jones	150,000	200,000
1.2 Financial Operations	Fixed	Gerald Wood	Joe Jarosz	112,500	150,000
1.3 Procurement	Fixed	Katie DeGrio Channing	Mike LaValle	63,750	85,000
1.4 Contracts	Fixed	Katie DeGrio Channing	Song Lyfoung	11,250	15,000
1.5 Background Studies	Variable	Christina Wessel	Dawn Davis	18,750	25,000
1.6 Fair Hearing and Appeals	Variable	Katie DeGrio Channing	Steven Collins	375,000	500,000
1.7 Issuance Operations Center	Variable	Gerald Wood	Joe Jarosz	213,750	285,000
<b>Total Business Operation Services</b>				<b>945,000</b>	<b>1,260,000</b>
2.1 METS System Operations	Variable	Kari Koob	Ahna Minge or successor	4,620,087	5,898,172
2.2 METS System Development-QHP	Variable	Kari Koob	Ahna Minge or successor	0	0
<b>Total METS Services</b>				<b>4,620,087</b>	<b>5,898,172</b>
<b>3. Occupancy and IT Support Indirect Costs</b>	Fixed	Kari Koob	Marty Cammack	<b>150,000</b>	<b>200,000</b>
<b>Total Interagency Agreement</b>				<b>5,715,087</b>	<b>7,358,172</b>
					13,073,259



**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<sup>1</sup> determining recruitment options, posting, reviewing candidates re<sup>1</sup>umes 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 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 (ACFR).
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, ACFR, 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, certain specified MNsure eligibility appeals, as agreed upon by DHS and MNsure, including carrier eligibility determination review appeals.<sup>1</sup>
- C. Manage the intake of certain specified MNsure eligibility appeals, as agreed upon by DHS and MNsure.
- D. Provide a representative sample of redacted final decisions to be publicly 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 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

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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.



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 certain specified MNsure eligibility appeals as agreed upon by DHS and MNsure 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 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)(i)(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
  5. Any MNsure determination of start date or termination of Exchange enrollment or coverage pursuant to 45 C.F.R. § 155.430; and
  6. In response to a notice sent by MNsure under 45 C.F.R. § 155.310 (h), a determination that an employer does not provide minimum essential coverage through an employer- sponsored plan or that the employer does provide coverage but is not affordable coverage with respect to an employee.
  7. Carrier eligibility determination review appeals, in accordance with section 2.3 of the MNsure Carrier Business Agreement, whereby a carrier offering plans through MNsure may request a formal review of an eligibility determination or redetermination made by MNsure with respect to an enrollee of the Carrier.

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

- a. A written recommended decision;
- b. A telephone hearing, a videoconference hearing, or an in-person hearing, when required;
- c. A prehearing conference, if deemed necessary by the presiding judge;
- d. A notice and order for hearing

- e. A MNSure Order issued on behalf of the MNSure Board;
- f. Digital recording of the hearing;
- g. Language Interpretation and translation services, where requested, provided, assistance from MNSure in exploring options for providing in-person interpretation when requested; and
- h. Compliance with all MNSure policies and procedures related to appeal adjudication.

**C. Intake and Finalization.**

1. DHS will provide, at minimum, daily monitoring of the designated EDMS folder to check 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: Song Lyfoung, Director, Contracts, Procurement, and Legal Compliance, 444 Lafayette Road, St. Paul, MN, or her 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.