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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.

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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.

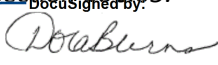
Employee Performance Management

- 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

Amendment No.2 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>\$113,000</u>
Requested Contract Expiration Date:	<u>N/A</u>	Total Contract Amount:	<u>\$13,186,259</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 (“Agreement”) to allow DHS to provide standard, centralized administrative services to MNsure;
2. DHS and MNsure agree that the Agreement should be modified to update the budget for the actual costs of FY 2022 for METS Services and to update DHS’ authorized representatives; and
3. DHS and MNsure are willing to amend the Agreement as stated below.

Contract Amendment #2

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

REVISION 1. Clause 1.1. B. “Authorized Representatives.” is amended as follows:

B. Authorized Representatives.

1. DHS' authorized representative in regards to human resource services is ~~Connie Jones~~ Kamaria Kassim-Grigsby, 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 1.2. B. “Authorized Representatives.” is amended as follows:

B. Authorized Representatives.

1. DHS's authorized representative in regards to financial operations is ~~Joe Jarosz, Accounting Operations Manager~~, Carmen Patton-Minder, Financial Operations Director, or ~~his~~ their

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.

REVISION 3. Clause 1.7. B. "Authorized Representatives." is amended as follows:

B. Authorized Representatives.

1. DHS' authorized representative in regards to issuance operation services is ~~Joe Jarosz, FOD- Accounting Operations Director,~~ Mike LaValle, Procurement Supervisor, or his successor.
2. MNSure's authorized representative in regards to issuance operation services is Gerald Wood, Accounting Operations Director, or his successor.
3. Each representative shall have final authority for acceptance of issuance operation services of the other party and shall have responsibility to ensure that all payments due to the other party with respect issuance operation services are made pursuant to the terms of this Agreement

REVISION 4. Clause 2.1 B. "Authorized Representatives." is amended as follows:

B. Authorized Representatives.

1. DHS' authorized representative in regards to METS System Operations services is ~~Anna-Minge~~ David Greeman, Chief Financial Officer, or ~~her~~ their successor.
2. MNSure's authorized representative in regards METS System Operations services is Kari Koob, Chief Financial Officer, or her successor.
3. Each representative shall have final authority for acceptance of METS System Operations services of the other party and shall have responsibility to 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

REVISION 5. Clause 2.2 B. "Authorized Representatives." is amended as follows:

B. Authorized Representatives.

1. DHS' authorized representative in regards to METS System Development-QHP services is ~~Anna-Minge~~ David Greeman, Chief Financial Officer, or ~~her~~ their successor.
2. MNSure's authorized representative in regards to METS System Development- QHP services is Kari Koob, Chief Financial Officer, or her successor.
3. Each representative shall have final authority for acceptance of METS System Development-QHP services of the other party and shall have responsibility to 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.

REVISION 6. Clause 3.2. "Authorized Representatives." is amended as follows:

3.2 Authorized Representatives.

1. DHS' authorized representative in regards to occupancy and IT support indirect costs is ~~Marty Cammack~~ Carmen Patton-Minder, Financial Operations Director, or ~~her~~ their 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

REVISION 7. Clause 4.A.3. "Scope." is amended as follows:

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 Revised Exhibit E, Consumer Assistance Program, which is attached and incorporated into this Agreement.

REVISION 8. Clause 5.B. "Consideration" is amended as follows:

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

REVISION 9. Clause 5.D. "Total Obligation" is amended as follows:

D. Total Obligation.

1. **MNSure Business Operations Services.** The total obligation of MNSure for all compensation and reimbursements to DHS for non-IT related services under this Agreement shall not exceed **two million two hundred and five thousand dollars (\$2,205,000)**, unless otherwise stated in Revised 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)~~, **ten million six hundred and thirty-one thousand, two hundred fifty-nine dollars (\$10,631,259)**, unless otherwise stated in Revised 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 Revised Exhibit A, Budget as amended.

REVISION 10. Clause 5.E. "Advance Payments" is amended as follows:

- E. Advance Payments.** MNsured's and DHS's Chief Financial Officers, or their successors, may, based on estimated, invoices, authorize advance payments between MNsured 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 Revised Exhibit A, Budget as amended.

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.

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SIGNATURE PAGE FOLLOWS

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:
Angela Lofgren
53AD6200B0B8428...

Date: 9/21/2022

SWIFT Contract No: 201592 _____

2. MNsure

By with delegated authority): DocuSigned by:
Kari Korb
F3466CF591CC40D...

Title: CFO

Date: 9/30/2022

3. MN Department of Human Services

By (with delegated authority): DocuSigned by:
Shireen Gandhi
47351621927240A...

Title: Deputy Commissioner, Agency Effectiveness

Date: 10/5/2022

Revised 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 David Greeman or successor	2 nd -4 th quarters FY2022	FY2023
1.1 Human Resources	Fixed	Dave Rowley	Connie Jones-Kamaria Kassim-Grigsby	150,000	200,000
1.2 Financial Operations	Fixed	Gerald Wood	Joe Jarosz-Carmen Patton-Minder	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 Mike LaValle	213,750	285,000
Total Business Operation Services				945,000	1,260,000
2.1 METS System Operations	Variable	Kari Koob	Ahna Minge David Greeman-or successor	4,620,087	5,898,172
2.2 METS System Development-QHP	Variable	Kari Koob	Ahna Minge David Greeman-or successor	0 \$113,000	0
Total METS Services				4,620,087 4,733,087	5,898,172
3. Occupancy and IT Support Indirect Costs	Fixed	Kari Koob	Marty Cammack Carmen Patton-Minder	150,000	200,000
Total Interagency Agreement				5,715,087 5,828,087	7,358,172
					13,073,259
					13,186,259

Revised 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~~ Carmen Patton-Minder, Financial Operations Division Director, 540 Cedar Avenue, St, Paul, MN, or ~~his~~ their 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.

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

Originator of agreement, complete this section:

Total amount of interagency agreement: \$ _____

Proposed Start Date: 12 / _10_ / _19_

Proposed End Date: _09_ /30_ / _21_

SFY__ - SWIFT FinDeptID: H55EB _____ \$ _____ amount

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

SFY__ - SWIFT FinDeptID: H55EB _____ \$ _____ amount

SFY__ - SWIFT FinDeptID: H55EB _____ \$ _____ amount

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

Contract Coordinator, complete this section:

SWIFT Vendor # for Other State Agency: H60000000

SWIFT Contract #: IAK % 169283

SWIFT Purchase Order #: N/A

Buyer Initials: _____ Date Encumbered: _____

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

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

Recitals:

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

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

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

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

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

NOW, THEREFORE, it is agreed:

1. Duties:

1.1 MNsure's Duties:

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

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

1.2. DHS's DUTIES:

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

2. CONSIDERATION AND TERMS OF PAYMENT

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

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

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

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

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

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

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

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

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

10. INFORMATION PRIVACY AND SECURITY.

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

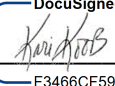
11. Other Provisions.

None.

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

APPROVED:

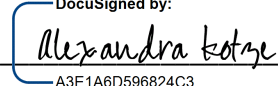
1. MNSure

DocuSigned by:
By:  _____
F3466CF591CC40D...

Title: CFO _____

Date: 12/10/2019 _____

2. DHS

DocuSigned by:
By:  _____
A3E1A6D596824C3...

With delegated authority

Title: Chief Financial Officer _____

Date: 12/10/2019 _____

Distribution:

DHS – Original (fully executed) contract

MNSure

Contracting & Legal Compliance, Contracts Unit- #0238

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

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:

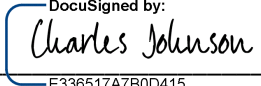
1. MNsure

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

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.”](#)¹

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.

¹ 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](#),"² 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

² <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.

- b. Cooperation of response.** Each party will cooperate with requests and instructions received from the other party regarding activities related to investigation, containment, mitigation, and eradication of conditions that led to, or resulted from, the Security Incident, Privacy Incident, and/or Breach, and all matters pertaining to reporting and notification of a Security Incident, Privacy Incident, and/or Breach.
- c. Information to respond to inquiries about an investigation.** Each party will, as soon as possible, but not later than forty-eight (48) hours after a request from the other party, provide the other party with any reports or information requested by the other party related to an investigation of a Security Incident, Privacy Incident, and/or Breach of protected information shared under this agreement.
- 6. Documentation.** The Responsible Party for the incident or breach will document actions taken under paragraphs 1 through 5 of this subsection, and retain this documentation for a minimum of six (6) years from the date it discovered the Privacy Incident, Security Incident, and/or Breach or the time period required by subsection 6.2.J, whichever is longer. The Responsible Party for the incident or breach shall provide such documentation to the other party upon request.
- G. Reporting Privacy Incidents, Security Incidents, and Breaches.** Each party will comply with the reporting obligations of this Section as they apply to the kind of Protected Information involved. Each party will also comply with subsection 6.2.F, "Responding to Privacy Incidents, Security Incidents, and Breaches," above in responding to any Privacy Incident, Security Incident, and/or Breach.
- 1. Federal Tax Information.** Each party will report all actual or suspected unauthorized Uses or Disclosures of federal tax information (FTI). FTI is information protected by Tax Information Security Guidelines for Federal, State and Local Agencies (26 U.S.C. § 6103 and Publication 1075).
- a. Initial report.** Each party will, in writing, immediately report all actual or suspected unauthorized Uses or Disclosures of FTI to the other party. 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 Authority will, upon completion of its investigation of and response to any actual or suspected unauthorized Uses or Disclosures of FTI, 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.
- 2. Social Security Administration Data.** Each party will report all actual or suspected unauthorized Uses or Disclosures of Social Security Administration (SSA) data. SSA data is information protected by section 1106 of the Social Security Act.
- a. Initial report.** Each party will, in writing, immediately report all actual or suspected unauthorized Uses or Disclosures of SSA data to the other party.

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.

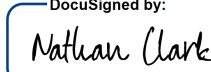
REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

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

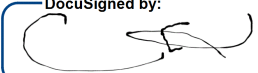
APPROVED:

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

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

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

RECITALS

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

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

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

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

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

THEREFORE, the Parties agree as follows:

AGREEMENT

1. PARTIES' DUTIES- MNSURE BUSINESS OPERATIONS.

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

A. Scope of Work. MNSure shall retain ownership and responsibility for its human resource decisions, while DHS shall serve in an advisory capacity and provide transaction and

other services. MNSure shall be responsible for paying-all costs associated with all independent investigations.

B. Authorized Representatives.

1. DHS' authorized representative in regards to human resource services is Connie Jones, Human Resources Director, or her successor.
2. MNSure's authorized representative in regards to human resource services is Dave Rowley, General Counsel, or his successor.
3. Each representative shall have final authority for acceptance of human resource services of the other party and shall have responsibility to insure that all payments due to the other party with respect to human resource services are made pursuant to the terms of this Agreement

1.2 Financial Operations.

A. Scope of Work.

1. **Payroll.** DHS shall:
 - a. Process bi-Weekly employee payroll for MNSure employees.
 - b. Process payroll funding and expense corrections to ensure that all salaries are paid from the correct funding source. Corrections will be processed when received or during the next available open pay period.
 - c. Process other needed payroll adjustments, including retroactive wage increases, or changes to claimed sick or vacation.
 - d. Print and review payroll reports as required by Minnesota Management and Budget (MMB) policy.
 - e. Maintain audit trail for payment documents.
 - f. Serve as contact for MNSure employees with questions regarding Direct Deposit.
2. **Accounts Payable.** DHS shall:

- a. Issue payments to vendors, contractors, carriers, and agencies based on submission of approved invoices from MNSure. Payments will be submitted by MNSure to DHS' Financial Operations Division (FOD) Accounts Payable email in-box and will be paid by FOD within 48 hours of receipt.
- b. Respond to vendors with questions about payments received.
- c. DHS in consultation with MNSure, will establish blanket encumbrances for certain administrative expenses. This includes but is not limited to Central Mail, Innovative Office Solutions, Issuance Operations Center, Receipt Center, Post Office Box Rentals, and Phone bills.
- d. Process EIORs for Accounts Payable purchase types for items such as training, registrations, and room rentals.
- e. Process refunds due to previously receipted MNSure payments.
- f. Process expenditure corrections related to cost coding of MNSure expenditures (EBFD, AC1 and ProjID codes) within one week of receiving from MNSure;
- g. Establish vendor numbers in SWIFT for payments when needed.
- h. Process Employee Business Expenses.
- i. Maintain audit trail for encumbrance and payment documents.

3. SWIFT and SEMA4 Security. DHS shall:

- a. Establish and maintain SWIFT security clearance of MNSure employees as authorized by MNSure's Chief Financial Officer or designee.
- b. Establish and maintain SEMA4 security clearance of MNSure employees as authorized by MNSure's Chief Financial Officer or designee.
- c. Coordinate and include MNSure in the annual MMB security certification process.

- d. Include MNSure in annual review and update of SWIFT security risk assessment.

4. SWIFT-ER functionality. DHS shall:

- a. Provide training and access to SWIFT-ER. SWIFT-ER is a web- based custom DHS/MN.IT application that serves as a front-end to the SWIFT Data Warehouse for standard report purposes.
- b. Maintain underlying SWIFT-ER data base tables, report programing, and web-based interface.
- c. Coordinate with MMB and their source "staging" tables to ensure the necessary data is accurate and available to refresh the SWIFT-ER data base nightly.
- d. Provide Annual SWIFT-ER and data base maintenance, the transition between fiscal years requires extensive annual attention by technical staff.

5. Navigator Program payments. DHS shall:

- a. Calculate quarterly Navigator Program payments based on program data provided by MNSure.
- b. Stage the quarterly payments in IWP interface file; validate file against SWIFT vendor file.
- c. Coordinate processing IWP interface file with MN.IT and MMB technical staff. (Note: the IWP file interface is maintained by MN.IT, but DHS pays for this service).
- d. Provide Navigator budget vs actual reporting to MNSure.

6. Accounts Receivable. DHS shall:

- a. To the extent permitted by Minnesota Statutes, section 16D.13 and MMB, include MNSure in DHS' waiver from not charging simple interest on debts owed to the state of Minnesota.

- b. Provide general assistance on SWIFT Accounts Receivable and Billing functionality.
- c. Provide back-up to MNsire staff on an as needed basis for SWIFT functions to ensure segregation of duties per SWIFT security risk assessment, including running single action process, approving credit bills, and updating customer demographic information.

7. Collections. DHS shall:

- a. Provide general assistance of collection questions.
- b. Coordinate referral of past due receivables to Department of Revenue for collections.

8. Budget Planning & Cost Allocation. DHS shall:

- a. Provide assistance with budget planning related to Minnesota Eligibility Technology System (METS) by DHS's Financial Operations Director or designee.
- b. Provide Public Assistance Cost Allocation Plan (PACAP) and Operational Advance Planning Document (OAPD) cost allocation services. Negotiate of cost allocation methodology and budget with federal agencies.
- c. Provide COCAS administration and technical support as related to Schedule 90 of the PACAP.
- d. Provide METS accounting and Executive Steering Committee (ESC) reporting by FOD staff to the extent it benefits MNsire.

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

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

B. Authorized Representatives.

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

1.3 Procurement

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

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

granting user access, functional reporting features based on MNSure requests, proper approval routing, accurate FinDept funding sources, etc.

4. **Agency Buyer Support.** Based on commodity, DHS shall support MNSure in the protocol of the procurement process. This includes posting events, coordinating bid events, and training in DHS business processes (Innovative Office Supplies, Multi-Function Devices, and other miscellaneous procurement standards).
5. **Receipts and Delivery.** DHS shall provide receiving, SWIFT receipting and internal building to building delivery of commodities shipped to the 444 Lafayette loading dock. Any items that have been pre-approved for direct shipment to MNSure will be receipted as needed per the DHS procedures on handling packing slips from remote locations. This will include fulfilling the requirement of completing the SWIFT receipt process and subsequent 3-way match on required commodities. The appropriate profiles will be built in SWIFT for any asset related items per the DHS Fixed Asset Policy.
6. **Asset inventory and management.** DHS shall coordinate the inventory and management of MNSure fixed assets. This collaborated effort will be in accordance with the DHS Fixed Asset Policy and Procedures which will outline the process in accordance to State policy.
7. **MMB/CAFR asset reporting.** DHS shall assist in the CAFR reporting to be submitted and certified by a MNSure representative. DHS will update or adjust CAFR records based on data provided by MNSure and the financials created in SWIFT. This collaborated effort will be in accordance with the DHS Fixed Asset Policy and Procedures which will outline the process in accordance to State policy.

B. Authorized Representatives.

1. DHS' authorized representative in regards to procurement services is Mike LaValle, Procurement Supervisor, or his successor.
2. MNSure's authorized representative in regards to procurement services is Katie DeGrio Channing, Legal Director or her successor.

3. Each representative shall have final authority for acceptance of procurement services of the other party and shall have responsibility to insure that all payments due to the other party with respect to procurement services are made pursuant to the terms of this Agreement

1.4 Contracts

- A. Contracts Scope of Work.** DHS' Contracts unit shall enter Contracts and POs in SWIFT for MNSure and MNSure/DHS related contracts according to MNSure/DHS contract work flow procedures. This includes MNSure administered professional technical contracts authorized within the ESC-approved METS budget that are cost allocated 100% to MNSure.
- B. Authorized Representatives.**
 1. DHS' authorized representative in regards to contract services is Sebastian Stewart, Director of Contracts, Procurement & Legal Compliance, or his successor.
 2. MNSure's authorized representative in regards to procurement services is Katie DeGrio Channing, Legal Director, or her successor.
 3. Each representative shall have final authority for acceptance of contract services of the other party and shall have responsibility to insure that all payments due to the other party with respect to contract services are made pursuant to the terms of this Agreement.

1.5 Background Studies.

- A. Scope of Work.** DHS shall provide background study services to MNSure in accordance with the duties, responsibilities, and obligations set forth below. DHS shall:
 1. Provide designated MNSure and Assister Resource Center staff with sufficient user access to the DHS NETStudy or NETStudy 2.0 application to allow for the performance of their job duties.

2. Provide staff resources to input and process all Consumer Assistance Partner background study requests in a timely manner.
3. Conduct a review of criminal records maintained by the Minnesota Bureau of Criminal Apprehension, and compare any discovered convictions against the potentially disqualifying criminal offenses specified under Minnesota Statutes, section 245C.15.
4. Notify MNsure through NETStudy or NETStudy 2.0 of the results of each background study.
5. When the result of the background study is a potential disqualification, send the potentially disqualified background study subject a notice explaining the information reviewed, the conclusion reached, the process for challenging the correctness of the information, the process for requesting an individualized review of the individual's fitness and rehabilitation, and the date by which a request for review must be received.
6. Provide MNsure a copy of the notice described in item 5.
7. With respect to the Consumer Assistance Partner programs, work in partnership with MNsure regarding individualized reviews or appeal requested by a background study subject with potential disqualifying conduct or criminal offenses.
8. After transitioning to NETstudy 2.0, monitor MNsure's previous background study subjects through the "Registry Recheck" process and notify MNsure of matches with the Minnesota OIG Excluded Individuals, the Federal OIG List of Excluded Individuals and Entities, and the Minnesota Nurse Aide Registry.

B. MNsure Responsibilities. MNsure shall:

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

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

C. Authorized Representatives.

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

1.6 Fair Hearing and Appeals.

A. Scope of Work. DHS shall provide fair hearing appeal adjudication services to MNSure as described in Exhibit D, Fair Hearing and Appeal Services, which is attached and incorporated into this Agreement.

B. Authorized Representatives.

1. DHS' authorized representative in regards to fair hearing appeal adjudication services is John Freeman, Appeals Division Director, or his successor.
2. MNSure's authorized representative in regards to fair hearing appeal adjudication services is Lindsey Millard, Legal Director, or her successor.
3. Each representative shall have final authority for acceptance of fair hearing appeal adjudication services of the other party and shall have responsibility to insure that all payments due to the other party With respect to fair hearing appeal adjudication services are made pursuant to the terms of this Agreement.

- C. Consideration.** Consideration for all fair hearing appeal adjudication services performed by DHS pursuant to this Agreement shall be paid by MNsure based on actual case counts and DHS' standard quarterly cost allocation process for appeals adjudication. Appeal adjudications resulting in a decision only on MNsure eligibility issue(s) listed in Exhibit D will be allocated completely to MNsure. Appeal adjudications resulting in a decision on both MNsure eligibility issue(s) and Medicaid/MinnesotaCare (Basic Health Plan) issue(s) will be allocated 50/50 between MNsure and DHS. Monthly, DHS will provide activity reports that the authorized representatives will examine and reconcile on a quarterly basis. The examination and reconciliation will occur within 90 days of the end of the quarter.

1.7 Issuance Operations Center.

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

2. PARTIES' DUTIES -- MINNESOTA ELIGIBILITY TECHNOLOGY SYSTEM (METS).

2.1 METS System Operations.

- A. Scope of Work.** DHS through its MN.IT@DHS shall be the technical lead for METS operations as defined and authorized by the METS Executive Steering Committee, and

cost allocated in accordance with federally approved DHS Public Assistance Cost Allocation Plan ("PACAP").

B. Authorized Representatives.

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

2.2 METS System Development-QHP.

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

B. Authorized Representatives.

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

3. Occupancy and IT Support Indirect Costs.

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

3.2 Authorized Representatives.

1. DHS' authorized representative in regards to occupancy and IT support indirect costs is Marty Cammack, Financial Operations Director, or his successor.
2. MNSure's authorized representative in regards to occupancy and IT support indirect costs is Kari Koob, Chief Financial Officer, or her successor.
3. Each representative shall have final authority for acceptance of IT support services of the other party and shall have responsibility to insure that all payments due to the other party with respect to IT support services are made pursuant to the terms of this Agreement

4. DHS PUBLIC HEALTH CARE PROGRAMS.

A. Scope. DHS and MNSure acknowledge that under an Interagency Agreement titled "Interagency Services Agreement for MNSure Participation In the Administration of the Minnesota State Plan or Services Under Title XIX" and dated November 3rd, 2014, which is incorporated into this Agreement by reference, each party has separate and independent obligations related to MNSure's role in DHS' public health care programs.

1. Under the above referenced Interagency Agreement, MNSure has a separate obligation to provide enrollment activities, including eligibility determination, case management, policy renewal, outreach, and post-eligibility activities to DHS for Minnesotans seeking benefits under DHS's public health care programs, including Medical Assistance and MinnesotaCare.
2. The Parties acknowledge that services provided by MNSure under the above referenced Interagency Agreement benefit DHS' public health care programs.

3. DHS' and MNSure's roles and responsibilities in the operation, support, and implementation of the Consumer Assistance Programs, including the Navigator Program and Certified Application Counselor Program, and the Assistor Resource Center shall be governed by Exhibit E, Consumer Assistance Program, which is attached and incorporated into this Agreement.

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

1. SFY2020: \$13,280,000
2. SFY2021: \$13,550,000

The amounts specified in this Section are estimates only. This Agreement does not obligate DHS to pay MNSure the amounts estimated in this Section for any service performed in this Agreement or the Interagency Agreement referenced in Paragraph 1 of this Section, but it does obligate DHS to pay for actual costs as described in the interagency agreement specific to the PACAP.

5. CONSIDERATION AND TERMS OF PAYMENT.

A. Payment Structure.

1. **Section 1 Parties' Duties - MNSure Business Operations.** Consideration for all services performed by DHS under Section 1 of this Agreement represents MNSure's payment to DHS for DHS administrative and business operations costs attributable to MNSure's private health care programs.
2. **Section 2 Parties' Duties - METS Services.** Consideration for all services performed by DHS under Section 2 of this Agreement represents MNSure's payment to DHS for METS system operation and development costs attributable to MNSure's private health care programs,
3. **Section 3 Occupancy and IT Support Indirect Costs.** Payments made and invoices submitted between DHS and MNSure under Section 1 and Section 2 of

this Agreement are based on direct costs, including the associated FTE allocation. Compensation under Section 3 represents the occupancy and IT support indirect costs attributable to these FTE positions.

4. **Payment Methodology.** Payments made and invoices submitted between DHS and MNsure shall be in accordance with the DHS Public Assistance Cost Allocation Plan ("PACAP") methodology and associated Central Office Cost Allocation System ("COCAS") policies and procedures, and in accordance with Centers for Medicare & Medicaid Services' ("CMS") advance planning documents ("APDs") associated with Minnesota's Medicaid Eligibility Determination System ("MEDs"), which are hereby incorporated into this Agreement by reference.

- B. **Consideration.** Consideration for all services performed by DHS pursuant to this Agreement shall be paid by MNsure in accordance with the allocations set forth in Exhibit A, Budget, as amended, which is attached and incorporated into this Agreement.
- C. **Terms of Payment.** Payment shall be made by MNsure on a quarterly basis within thirty (30) days after DHS has presented Invoices for services performed to MNsure. DHS shall present invoices to MNsure within forty five (45) days after each calendar quarter end.
- D. **Total Obligation.**
 1. **MNsure Business Operations Services.** The total obligation of MNsure for all compensation and reimbursements to DHS for non-IT related services under this Agreement shall not exceed **three million four hundred ninety thousand dollars (\$3,490,000)**, unless otherwise stated in Exhibit A, Budget as amended.
 2. **METS Services.** The total obligation of MNsure for all compensation and reimbursements to DHS for IT related services under this Agreement shall not exceed **fifteen million forty six thousand dollars (\$15,046,000)**, unless otherwise stated in Exhibit A Budget, as amended.
 3. **Occupancy and IT Support Indirect Costs.** The total obligation of MNsure for all compensation and reimbursements to DHS for occupancy and IT support

indirect costs under this Agreement shall not exceed **four hundred thousand dollars (\$400,000.00)**, unless otherwise stated in Exhibit A, Budget as amended.

- E. Advance Payments.** MNsure's and DHS's Chief Financial Officers, or their successors, may, based on estimated invoices, authorize advance payments between MNsure and DHS for the limited purpose of addressing cash flow issues resulting from quarterly PACAP and COCAS procedures. Advance payments made under this Section must be settled against the next invoice and shall not exceed line item amounts set forth in Exhibit A, Budget.
- F. Section 4 DHS Public Health Care Programs.** Section 4 of this Agreement represents DHS' separate and independent obligation to pay MNsure for MNsure administrative costs attributable to the DHS' public health care programs. This Agreement does not obligate DHS to pay MNsure the amounts estimated in Section 4 for any service performed in this Agreement or the Interagency Agreement referenced in Section 4.
- 6. CONDITIONS OF PAYMENT.** All services provided by DHS pursuant to this Agreement shall be performed to the satisfaction of MNsure, as determined at the sole discretion of its Authorized Representative.
- 7. TERMS OF AGREEMENT.** This Agreement shall be effective on **October 1, 2019** without regard to the Execution Date of this Agreement, and shall remain in effect through **September 30, 2021**, or until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first. Upon the Execution Date of this Agreement, all previous agreements between DHS and MNsure for goods and services, covered by this Agreement shall terminate and be replaced by this Agreement. All previous agreements between DHS and MNsure for goods and services not covered by this Agreement shall remain in full force and effect.
- 8. CANCELLATION.** This Agreement may be canceled by MNsure or DHS at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, DHS shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.
- 9. ASSIGNMENT.** Neither DHS nor MNsure shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.

- 10. AMENDMENTS.** Any amendments to this Agreement shall be in writing, and shall not be effective until executed by the same parties who executed the original agreement; or their successors in office.
- A. In the event of an emergency, MNsure's and DHS's Chief Financial Officers, or their successors, may agree, in writing, to the provision and payment of services not otherwise addressed in this Agreement. For purposes of this Section, an emergency shall have the same meaning as Minnesota Statutes, section 16C.02, subdivision 6(b) and due to time constraints, cannot be addressed with an immediate amendment to this Agreement. All services and payments authorized under this Section must be incorporated into a formal amendment in accordance with Section 8 above within a reasonable time after the emergency.
- 11. LIABILITY.** DHS and MNsure agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other and the results thereof. The DHS and the MNsure liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.736, and other applicable law.
- 12. INFORMATION PRIVACY AND SECURITY.** Information privacy and security shall be governed by the "Data Sharing Agreement and Business Associate Agreement Terms and Conditions", identified as DSK%107571, as amended, or the applicable successive Data Sharing Agreement executed by the Parties, which is incorporated into this Agreement by reference. DHS and MNsure respectively agree that each party shall fully comply with the terms of the Data Sharing Agreement when carrying out any duties or obligation identified in this Agreement.

**Remainder of Page Intentionally Left Blank
(Signature Page Follows)**

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

APPROVED:

1. REQUESTING AGENCY ENCUMBRANCE VERIFICATION

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

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

SWIFT Contract No: IAK 167373
SWIFT PO #: 3000001647

2. MN Department of Human Services

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

3. MNSure

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

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

Exhibit A

Please see the Excel File

EXHIBIT B - Human Resource Services

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

Transactions

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

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

Performance Management

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

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

- Advise managers and supervisors on human resources best practices in employee motivation, reviews, and supervisory practices.

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

Human Resources Policy Management

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

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

Contract Administration

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

Training

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

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

Classification and Compensation

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

- Review position descriptions; determine appropriate classification, document audit decisions, and explain the rationale for classification decisions.

- Coordinate Hay sessions when applicable.
- Conduct studies of groups of positions as necessary.
- Approve or deny compensation requests for new hires or promotions.
- Supervisors will receive notification of positions that are ending each quarter.

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

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

Vacancy-Filling

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

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

- Notify all applicants of position hiring decisions.
- Close out Resumix

Labor Relations and Employment Law

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

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

Safety & Workers' Compensation

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

Reporting

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

File Maintenance & Storage

- Maintain and store audit (Job classification decision) files and requisitions (vacancy filling) files.

- Inform MNSure on the types of personnel information that should be securely maintained onsite.
- Maintain Personnel files/records.

DHS Human Resources Responsibilities:

DHS will provide the following level of service:

- Vacancies will be posted within two business days of receipt of a request to fill (if the position does not need to be allocated or the allocation changed)
- Examine 1-9 documentation, after hire, for legal hiring.
- Positions requiring initial allocation will be allocated within two weeks of the receipt of a complete position description, organizational chart, and request memo.
- Positions requiring reallocation will be audited within four to six weeks of the receipt of a complete position description, organizational chart, and request memo.
- Investigations will be conducted promptly. Timing depends on the exact circumstances and availability of union representatives.
- Transactions turned In by Thursday of the non-payroll week will take effect that payroll period.
- Employees hired during the last two days of the pay period may not be paid for those days until the next pay period.

MNSure's Responsibilities:

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

MNSure is responsible for completing the following human resource actions:

Benefits Administration

- Convey benefits information from Minnesota Management and Budget (DHS) to employees of MNSure.

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

Training

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

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

Policies and Procedures

- MNSure has appointed an Ethics Officer and communicated that designation to employees.
- Employees are trained on the Code of Ethics (M.S. 43A.18) and as required the Code of Conduct.
- Position descriptions clearly indicate the employee's level of decision-making authority.
- Employees receive copies of general statewide policies and policies and procedures governing their particular jobs.
- Formal delegations of duties are on file.
- Operating practices are consistent with state policies.
- Appropriate action is taken for violations of policy.

Position Descriptions

- All positions have position descriptions that are updated at least every three years.

- Position descriptions are consistent with employees' actual job duties and include a listing of essential functions under the ADA.

Employee Performance Management

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

EXHIBIT C - On-going MNSure Financial Responsibilities

Apart from DHS' duties and obligations under Clauses 1.2 "Financial Operations", 1.3 "Procurement" and 1.4 "Contracts" of this Agreement, MNSure shall perform and remain responsible for the following activities:

1. Management of overall MNSure finances and operating budget with the federal government, Minnesota Management and Budget (MMB) and the MNSure Board of Directors.
2. Reconciliation of MNSure-related legislative actions to MMB Fund Balance Statements; reconciliation of MNSure Enterprise Fund activity to MMB Financial Statements (CAFR).
3. Administration of federal grant applications and awards, including coordination with DHS federal APD projects and associated MNSure/DHS cost sharing.
4. Administration of federal fiscal reporting requirements; responses to data requests from federal agencies and /or auditors.
5. Management of SWIFT Agency H60 (MNSure) chart of accounts, budget structure, and budget/commitment control.
6. Coordination with MMB Executive Budget Officer (s) assigned to MNSure; authorization of SWIFT Agency H60 (MNSure) appropriation transfers and cash flow assistance.
7. Forecasting MNSure premium withhold revenue; budgeting and accounting for premium withhold revenue, including invoicing process.
8. Accounting for and reconciliation of MNSure premium pass-through activity within SWIFT and with the MNSure System (as applicable).
9. Contract management, including legal/attorney function including drafting and review and SWIFT processes (professional technical contracts and grant contracts)
10. Ensuring timely, policy compliant, SEMA4 Employee Self-Service Timesheet completion and supervisory approvals; and associated employee Business Expense approvals.
11. Ensuring MNSure's SEMA4 Department ID structure and SEMA4 position funding records are maintained consistent with the current organization structure and available funding.

12. Initiation and approval of E-1768 personnel transaction, including completion of the Funding Tab when required.
13. Initiation and approval of EIOR commodity purchases, including the Fund Approver role.
14. Approval of special expenses requests and employee business expenses (e.g. travel).
15. Approval of vendor/interagency invoices for payment; timely delivery of approved invoices to DHS Accounts Payable.
16. Maintaining SWIFT customer file so invoicing processes are timely.
17. Troubleshooting and direct follow-up with vendors and customers on payment/invoice inquiries and issues.
18. Annual certifications to MMB, for example: annual spending plan, accounts receivable, financial statement accruals, encumbrances at fiscal year close, CAFR, federal Single Audit Schedules, etc.
19. Updating of Biennial Budget System (a.k.a BPAS), including budget maintenance; narratives and fiscal pages.
20. Coordination of MNsure technology system related fiscal notes/assumptions with ~~DH~~ DHS Budget Analysis Division.
21. Administration of interagency agreements with DHS.

EXHIBIT D - Fair Hearing and Appeal Services

1. DHS Duties. DHS shall:

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

2. MNsure Duties. MNsure Shall:

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

- A. Provide the consultation, coordination, and directive services of a full time MNSure Appeals Manager.
- B. Provide the design for public interfacing for MNSure eligibility appeals.
- C. Pay DHS in accordance with Clause 1.6 of the Interagency Agreement and attached Budget.
- D. Provide appeal summaries to DHS In accordance with the timelines and other requirements of Minnesota Rules, part 7700.0105, subpart 10, and other applicable law.

3. DHS Tasks.

- A. **Staffing and Training.** DHS will provide sufficient staffing levels necessary for adjudicating eligibility appeals and all other functions incorporated through this Agreement, in accordance with state and federal law and MNSure policies and procedures: DHS will monitor staffing levels on an ongoing basis and will preemptively identify options for filling staffing vacancies on short notice. DHS will monitor on an ongoing basis all staffing and training weakness and report the same upon identification to MNSure, which will actively identify potential solutions for DHS to explore.
- B. **Adjudication.** DHS will adjudicate all MNSure eligibility appeals on:
 - 1. Any MNSure determination of eligibility to enroll in a Qualified Health Plan (QHP) through MNSure, including redeterminations in accordance with 45 C.F.R. § 155.305 (a)- (b); 45 C.F.R. § 155,330; and 45 C.F.R. § 155.335;
 - 2. Any MNSure determination of eligibility for and level of Advance Premium Tax Credit (APTC), and eligibility for and level of Cost Sharing Reductions (CSR), including redeterminations in accordance with 45 C.F.R. § 155.305 (f)-(g); 45 C.F.R. § 155.330; and 45 C.F.R. § 155.335;
 - 3. Any MNSure determination or redetermination of eligibility for employee and/or employer In a Small Business Health Option Program (SHOP) in accordance with 45 C.F.R. § 155.710 (a) and 45 C.F.R. § 155.710 (e);
 - 4. Any MNSure determination or redetermination of a grant of certification attesting that, for the purposes of the individual responsibility penalty under section 5000A of the Internal Revenue

Service Code of 1986, an individual is exempt from the individual requirement imposed, in accordance with 45 C.F.R. § 155.605;

5. Any failure by MNSure to provide timely notice of an eligibility determination in accordance with 45 C.F.R. § 155.310 (g), 45 C.F.R. § 155.330 (e)(l)(ii), 45 C.F.R. § 155.335 (h)(ii), 45 C.F.R. § 155.610 (i) or 45 C.F.R. § 155.715 (e)-(f); and
6. Any MNSure determination of start date or termination of Exchange enrollment or coverage pursuant to 45 C.F.R. § 155.430; and
7. In response to a notice sent by MNSure under 45 C.F.R. § 155.310 (h), a determination that an employer does not provide minimum essential coverage through an employer- sponsored plan or that the employer does provide coverage but is not affordable coverage with respect to an employee.
8. Carrier eligibility determination review appeals, in accordance with section 2.3 of the MNSure Carrier Business Agreement, whereby a carrier offering plans through MNSure may request a formal review of an eligibility determination or redetermination made by MNSure with respect to an enrollee of the Carrier.

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

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

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

C. Intake and Finalization.

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

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

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

E. Sending and Maintaining Correspondence.

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

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

MNsure Appeals Manager will coordinate the efforts of the parties under this Agreement; organize as needed meetings; serve as a subject matter expert for MNsure appeals; and generally be available to consult and provide direction on a need-be basis for DHS. In the absence of the MNsure Appeals Manager (e.g., vacation), an interim replacement will be identified.

- B. Public Interfacing for MNsure appeals. MNsure will provide the sole public interfacing for MNsure appeals by making appeal information and materials available on its website and through outreach plans developed by MNsure.
- C. Payment. MNsure will pay DHS upon acceptance by MNsure that the tasks and deliverables have been completed, and in accordance with the invoices of each respective agency and the costs as detailed above,
- D. Appeals Summaries. MNsure will provide DHS appeal summaries in accordance with the timelines and other requirements of Minnesota Rules, part 7700.0105, subpart 10, and other applicable law.

Exhibit E - Consumer Assistance Program

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

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

E. **Compensation.** MNSure will:

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

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

A. Contracting. DHS will:

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

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

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

C. Customer Service and Support. DHS will:

1. Respond to public program policy questions from the ARC within ten working days through the DHS' HCEO County Relations Resource Center.
2. Provide timely input and approval from DHS HCEO on all consumer assistance partner communications related to public programs,
3. Provide Assister Resource Center (ARC) staff and the ARC supervisor with access to SIR, MMIS; MAXIS and DHS FileNet upon request to provide consumer assistance partner support for public programs per appropriate law and policy.

4. Designate a point person and backup for ARC questions that are more time sensitive for the County Relations Resource Center. These staff will be available during regular DHS business hours (8am-4:30pm),
5. DHS Contact: Isaac Akpojotor, Supervisor, Resource Center Systems Support, HCEO, 540 Cedar Avenue, St. Paul, MN or her successor.

D. Consumer Assistance Partner Payments. DHS will:

1. At MNSure's request, provide timely input on all consumer assistance partner compensation model decisions.
2. Provide approval for any modifications to Consumer Assistance Partner compensation rates proposed by MNSure.
3. Using payment reports provided by MNSure, review and approve within two weeks, as appropriate, all consumer assistance partner payments as recommended by MNSure.
4. Submit all approved consumer assistance partner payments to DHS Financial Operations Division.
5. DHS Financial Operations Division to make payments with 72 hours of submission of the approved payment report.
6. Work with MNSure to ensure Consumer Assistance Partner compensation payments are appropriate.
7. Consistent with Section 1.5 (Internal Audits) of this Agreement, cooperate with MNSure in audits of Consumer Assistance Partner payments. In the event of an audit initiated by DHS that requires cooperation and assistance from MNSure, DHS shall provide reasonable notice of any such audit, and work with MNSure to avoid the disruption of business operations during the audit.
8. DHS Contact: Marty Cammack, Director, Financial Operations, 540 Cedar Avenue, St, Paul, MN, or his successor.

3. Mutual Responsibilities. DHS and MNsure will coordinate operations of the consumer assistance programs according to above sections. Coordination responsibilities include:

A. Resources.

1. DHS Health Care Administration will designate a liaison to the consumer assistance programs.
2. MNsure will designate a supervisor to ARC staff.

B. Communication. DHS and MNsure will have regular check-in meetings on the status of the navigator program, including discussion of program metrics.

EXHIBIT A Interagency Agreement Budget

Section (i.e. services to be provided)	Basis for Amount Charged	Authorized Representative		Totals	
		MNsure / Kari Koob	DHS / Alex Kotze	FY2020	FY2021
1.1 Human Resources	Fixed	Dave Rowley	Connie Jones	200,000	200,000
1.2 Financial Operations	Fixed	Gerald Wood	Terri Engel	150,000	150,000
1.3 Procurement	Fixed	Katie DeGrioChanning	Mike LaValle	85,000	85,000
1.4 Contracts	Fixed	Katie DeGrioChanning	Sebastian Stewart	15,000	15,000
1.5 Background Studies	Variable	Christina Wessel	Dawn Davis	25,000	25,000
1.6 Fair Hearing and Appeals	Variable	Lindsey Millard	John Freeman	1,000,000	1,000,000
1.7 Issuance Operations Center	Variable	Gerald Wood	Terri Engel	270,000	270,000
Total Business Operation Services				1,745,000	1,745,000
2.1 METS System Operations	Variable	Kari Koob	Alex Kotze	5,706,000	6,693,000
2.2 METS System Development-QHP	Variable	Kari Koob	Alex Kotzke	2,647,000	0
Total METS Services				8,353,000	6,693,000
3. Occupancy and IT Support Indirect Costs	Fixed	Kari Koob	Marty Cammack	200,000	200,000
Total Interagency Agreement				10,298,000	8,438,000
					18,736,000



Comprehensive IT Service Level Agreement

in direct support of

MNsure Business Operations

10/26/2018

Table of Contents

Service Agreement – General Terms	2
Introduction.....	2
Objectives of Service Level Agreements	3
Review Process.....	3
Common Partnership	3
MNIT Services Roles and Responsibilities	4
The Agency Roles and Responsibilities	5
The Chief Business Technology Officer Roles and Responsibilities.....	7
Data Handling Roles and Responsibilities	8
Budget Scope.....	9
Acceptance	9
Dispute Management.....	9
Liability	10
Additional Provisions.....	10
Law to Govern	10
Assignment.....	10

Service Agreement – General Terms

Introduction

Revision 9/17/2018 v2.

The purpose of this Service Level Agreement (SLA) is to provide a basis for close cooperation between Minnesota IT Services (MNIT) and agencies, boards, and councils (Agency) and for support services to be provided by MNIT to the Agency, thereby ensuring that IT services are timely, cost effective, and efficient for the Agency.

The complete agreement consists of three parts:

1. Service Agreement: General Terms
2. Service Agreement: Projects and Services
3. Service Agreement: Performance Metrics

The primary objective of this SLA is to define the service delivery items that will govern the relationship between MNIT and the Agency. This SLA documents the required business-facing information technology (IT) services that support the existing Agency business processes at the existing service levels.

This SLA, and all supporting documents which are incorporated herein by reference, supersedes in its entirety any previous service level agreements between MNIT and the Agency, or any other similar agreements relating to Laws of Minnesota 2011, First Special Session chapter 10, article 4 (the IT Consolidation Act). This SLA is authorized by and implements the requirements set forth in the IT Consolidation Act.

For purposes of this SLA, “information technology” (IT) is defined as the acquisition, storage, communication, and processing of information by computers, telecommunications, applications and other software. This includes, but is not limited to: business data, voice, images, and video. IT provides an agency with business process automation, productivity tools and information delivery services to help execute the business strategy. Specific components of IT include, but are not limited to, enterprise-wide and agency-specific applications (business application software and related technical support services), system software, networks, databases, telecommunications, data centers, mainframes, servers, desktops, laptops/mobile computing devices, output devices such as printers, electronic mail, office systems, reporting, and other standard software tools, help desk, upgrades, security and IT service continuity, and maintenance and support of these systems.

The success of this SLA and the cooperative relationship created is dependent on each party understanding and fulfilling their responsibilities and generating an environment conducive to the achievement and maintenance of targeted service levels.

Objectives

- To create an environment that is conducive to a cooperative relationship between MNIT and the Agency to ensure the effective support of the Agency as it conducts its business.
- To document the roles and responsibilities of all parties taking part in the SLA.
- To ensure that the Agency receives the provision of agreed upon service levels with the support of MNIT.
- To define the services to be delivered by MNIT and the level of expected service and anticipated costs that can be expected by the Agency, thereby reducing the possibility for misunderstandings.
- To provide a common understanding of service requirements or capabilities and service levels and objectives.
- To provide a single, easily referenced document that addresses the objectives as listed above.

Review Process

This SLA will be reviewed by MNIT and the Agency no less frequently than every two years. MNIT and the Agency will maintain regular dialog and use the SLA as a basis for cooperation between the two entities in order to ensure that the Agency is receiving the services it needs.

Common Partnership

MNIT and the Agency will work collaboratively to meet the State's strategic direction and business needs and will establish a cooperative relationship to achieve efficiencies and improve the delivery of technology services.

MNIT and the Agency agree to all terms in this Agreement, including as follows:

- In conjunction with state agencies and other stakeholders, MNIT will establish and maintain a formal governance process that includes agency business participation and incorporates agency business requirements into overall IT strategy and direction.

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- MNIT's oversight authority includes, but is not limited to, IT planning activities, IT budget management, IT purchasing, IT policy development and implementation, and direction of MNIT employees. MNIT's oversight authority does not extend to the non-IT portions of the Agency's business operations, plans or needs.
 - MNIT provides enterprise IT services to all state agencies, boards, and councils as defined in Minnesota Statutes, section 16E. MNIT assigns a Chief Business Technology Officer (CBTO) to work with agencies, boards, and councils to deliver and sustain agency-specific solutions to meet their unique mission system and application requirements.

MNIT Roles and Responsibilities

MNIT will work with the Agency to ensure the best interest of the state and the Agency it supports.

MNIT has the responsibility to:

- Coordinate, develop, communicate, and manage all IT strategic planning and establish the state's IT direction in the form of policies, standards, guidelines and directives.
- Collaborate with agencies to develop and determine delivery strategies for all executive branch state agency IT activity and services consistent with the IT Governance Framework.
- Manage IT resource deployment at the executive branch level based on strategic planning, service delivery strategies, Agency and executive branch business needs, and legal requirements pertaining to IT resources and IT resource funding.
- Manage all IT employees. All IT employees are MNIT employees and report up through the MNIT Commissioner.
- Perform human resources services for MNIT employees. MNIT Human Resources (HR) has authority with regard to IT-related employment including, but not limited to, transactions, classification, compensation, staffing (including hiring and termination), labor relations, unemployment, workforce planning, recruitment, training, safety and investigations.
- Work with agencies to support development of legislative initiatives related to IT.
- Determine responsibility, role and compensation for the Agency-based CBTO. Create a position description, complete performance appraisals of the Agency-based CBTO, and implement performance-related measures, including performance management.

-
- Implement and maintain appropriate IT internal controls for all IT-related business needs. Additionally, set information security policies and standards, and oversee the security of the state's executive branch information and telecommunications technology systems and services. MNIT will proactively identify and communicate to the Agency any system risks, vulnerabilities, weaknesses, threats or gaps that put the Agency at risk and identify options for change to address the risk, within the parameters and limits of the resources available to MNIT. MNIT is not responsible for maintaining internal controls for Agency non-IT related business.
 - Develop and maintain plans and procedures for the recovery of the state's executive branch critical information and telecommunications technology systems and services in case of system or service interruption or failure. MNIT will collaborate with executive branch state agencies to develop recovery strategies consistent with business priorities and timelines. MNIT will coordinate and communicate response and recovery activities and timelines with executive branch state agencies during a continuity incident, emergency or disaster. MNIT will also collaborate with executive branch state agencies on training, testing and exercise activities to determine and improve the effectiveness of IT continuity plans and procedures.
 - MNIT will collaborate with the Agency to comply with all applicable state and federal laws, rules and regulations that affect all consolidated agencies, boards, and councils. MNIT will work with the Agency to comply with the additional agency-specific legal and/or regulatory, safety and security requirements, and state standards. If the Agency is not currently in compliance, additional resources may be required to bring the Agency into compliance.
 - Provide timely, accurate invoices to the Agency at a level of detail necessary for the Agency to identify the appropriate funding source from which to make payment, and respond to agency billing questions.
 - Provide regular rate and cost information to the Agency sufficient for the Agency to plan, manage, and commit funding for Agency IT services, fiscal operations, and functions related to the CBTO and MNIT employees.

The Agency Roles and Responsibilities

The Agency has the responsibility to:

- Ensure the CBTO is in a role within the Agency that directly communicates with the Commissioner, Deputy Commissioner, or equivalent.

-
- Include the CBTO as a regular attendee of Agency leadership team meetings to provide IT-related reports and work in partnership to ensure that the MNIT IT strategy supports the business needs of the Agency.
 - Provide feedback to MNIT's Commissioner regarding the performance of the Agency's CBTO as the Agency deems appropriate.
 - Work with MNIT to perform a portion of the other administrative services and partner with MNIT on legislative functions, as needed and agreed upon by the parties to this SLA. (Specific services will be added to the local services section of this document.)
 - Collaborate with MNIT to identify and ensure Agency compliance with all applicable state and federal laws, rules, standards and regulations. If the Agency is not currently in compliance, additional resources may be required to bring the Agency into compliance.
 - Process and pay all invoices to MNIT in a timely manner. The Agency may request a credit or an amendment to a bill if there is an error.
 - Work collaboratively with MNIT and the CBTO to adhere to the policies, processes and procedures for requesting and maintaining IT services and tools, and participate in IT project management methodologies.
 - Collaborate with MNIT on MNIT's Asset Management and Inventory to ensure proper accounting for IT assets at the Agency, in compliance with federal and state statutory and regulatory requirements and policies.
 - Determine and communicate new service requirements to the CBTO based on program needs including, but not limited to, changes in service volumes and IT projects, identifying funds for new services and investments, and initiating a change to this SLA and/or the IT Budget, as prescribed by the SLA and this Section.
 - Unless otherwise approved by MNIT's Commissioner, provide at least 30 days' notice to MNIT of cancellation of projects and termination of services. This is required because MNIT is obligated under labor agreements to provide staff with a 21-day notice of layoffs.
 - Work with its CBTO to provide necessary financial accounting services and purchasing of IT goods and services for the Agency. Provide regular financial reporting sufficient to plan, manage and commit funding for Agency IT services, fiscal operations and functions related to the CBTO and MNIT employees.
 - Develop and maintain a continuity of operations plan and procedures that include the Agency's business priorities, timelines and critical information needs. Collaborate with

MNIT to develop recovery strategies for the critical telecommunications and technology systems and services needed to support business services. Coordinate and communicate response and recovery activities with MNIT during a continuity incident, emergency or disaster. Work jointly with MNIT on training, testing and exercise activities to determine and improve the effectiveness of continuity plans and procedures.

- Provide oversight, leadership, and direction for Agency IT investments and services.

The Chief Business Technology Officer Roles and Responsibilities

The CBTO represents MNIT at the Agency, oversees all Agency-based MNIT resources and employees, and reports to MNIT. The CBTO is responsible for maintaining a strong and collaborative partnership with the Agency. The CBTO has the authority and responsibility to:

- Hire and manage MNIT employees in coordination with MNIT Human Resources.
- Represent MNIT in communications with Agency leadership regarding the Agency's needs for IT services to support the Agency's unique business operations and priorities.
- Ensure that the Agency is made aware of and implements all MNIT IT policies, standards, guidelines, direction, strategies, procedures and decisions. Where the Agency does not implement the aforementioned, the CBTO will inform the Agency where and how the Agency is assuming risk. The CBTO will work with the Agency to identify and avoid risks that the Agency cannot assume because they would impair other agencies, boards, or councils.
- Report directly to, and be held accountable by MNIT for IT operational direction including, but not limited to, IT-related planning activities, purchasing, security, policy implementation and management of MNIT employees.
- Maintain regular dialog with the Agency's senior leadership to ensure that the SLA performance expectations reflect the current Agency needs and that the Agency is receiving the services it needs.
- Manage within the Agency-approved IT Budget, including determining service delivery strategies in consultation with the Agency. Work with Agency to ensure shared understanding of MNIT financial accounting and IT management and purchasing for the Agency. Provide regular financial reporting sufficient for the Agency to plan, manage, and commit funding for IT services and other IT operations.

Data Handling Roles and Responsibilities

- The Agency's electronic data that is housed on MNIT-managed technology belongs to the Agency and is subject to the Agency's direction and control. MNIT is the custodian of the Agency's electronic data. The State Chief Information Officer is not the responsible authority under Minnesota Statutes, Chapter 13 (the Data Practices Act) for the Agency's data that resides on MNIT managed technology equipment. Agencies will work collaboratively with MNIT to ensure that MNIT has the appropriate resources to adhere to all policies and requirements provided by the Agency in order to protect the Agency's data.
- Should MNIT receive a data request for the Agency's data, MNIT will not produce the requested data. However, MNIT will assist in retrieving the data housed on MNIT-managed technology if requested by the Agency to do so.
- Should an Agency receive a request for MNIT data, the Agency will not produce the requested data.
- Should a request include Agency data and MNIT data, MNIT and the Agency will work together to appropriately respond to the request.
- Minnesota Statutes, Chapter 16E, requires the Agency to share data, including not public Agency data, with MNIT as necessary for MNIT to provide IT services and equipment to the Agency. Sharing data as required by Chapter 16E, and in the manner prescribed in the Data Practices Act, does not affect the classification of any not public data shared with MNIT and is not intended to waive any privileges afforded to not public data under applicable law.
- In accordance with the Data Practices Act, MNIT will only access and use not public agency data that it is the custodian of in relation to a work assignment or project on behalf of the Agency.
- Should MNIT or the Agency become aware of a known or suspected security incident or potential breach of an Agency's electronic data, each will promptly notify the other. MNIT will work to identify the deficiency that led to the breach and to correct, mitigate and remediate the deficiency, which may require additional Agency resources. The Agency will be responsible for complying with the notice and regulatory requirements under the Data Practices Act and other applicable state and federal laws, rules, and regulations for any breaches of Agency data.

- This SLA is not meant to supersede, waive, or violate data handling roles and responsibilities set forth in state law, federal law, or any applicable data sharing and/or business associate agreement between MNIT and Agency.

Budget Scope

Enterprise rate-based services and services provided by the CBTO will be billed directly to the Agency. The CBTO will work with the Agency's Chief Financial Officer (CFO) and other appropriate finance staff as designated by the CFO to develop budget for local services, and to ensure that all IT expenditures are accounted for, such as staffing, hardware, software, supplies, training, and administrative costs. Staffing costs include legal and settlement costs for MNIT employees assigned to the Agency. All IT budget expenditures must be approved by the CBTO or delegate.

MNIT and the Agency will collaborate to determine appropriate accounting processes to support the Agency's payment of all MNIT bills. MNIT and the Agency will cooperatively plan and communicate regarding IT expenditures and billing.

Acceptance

In the IT Consolidation Act, the Minnesota Legislature required the Chief Information Officer to enter into a Service Level Agreement governing the provision of IT systems and services, assets, and personnel with each state agency. STATE GOVERNMENT, INNOVATIONS AND VETERANS OMNIBUS BILL, 2011 Minn. Session Law Serv. 1st Special Session, Ch. 10, Art. 4 (S.F. 12).

For the departments, agencies, offices, councils, boards, commissions and other entities in the executive branch of Minnesota State government that are subject to IT Consolidation, the use of MNIT is required by the State Legislature. MNIT recognizes that providing IT services is most successfully done in close partnership with the Agency. MNIT and the Agency representative will memorialize their formal partnership by adding their signatures to this document.

Dispute Management

The parties agree to cooperate with each other in the performance of the duties and responsibilities under this SLA. Each party to this SLA will make every effort to avoid disputes by clearly documenting communication and engaging the applicable chain of command as necessary. If the parties are unable to reach an agreement with respect to any dispute related to the services, terms, and provisions of this SLA, the Agency's Commissioner/CEO/Executive Director and MNIT's Commissioner will meet to determine further action. If no agreement can be reached, the Agency and MNIT will participate in conflict resolution proceedings managed by the Bureau of Mediation Services.

Liability

Each party shall be responsible for claims, losses, damages and expenses which are proximately caused by the acts or omissions, including lack of funding, of that party or its agents, employees or representatives acting within the scope of their duties. Nothing herein shall be construed to limit either party from asserting against third parties any defenses or immunities (including common law, statutory and constitutional) it may have, nor shall anything herein be construed to create a basis for any claim or suit when none would otherwise exist. This provision shall survive the termination of this SLA.

Additional Provisions

The terms of this SLA are not intended to supersede or violate any applicable bargaining unit contracts, state laws, or federal laws. If any provision of this SLA is determined to be unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this SLA shall remain in full force and effect.

Law to Govern

This SLA shall be interpreted and enforced in accordance with the laws of the State of Minnesota. Any legal proceedings arising out of this SLA, or breach thereof, shall be adjudicated in the state courts of Minnesota, and venued in Ramsey County, Minnesota.

Assignment

Neither MNIT nor the Agency shall assign or transfer any rights or obligations under this SLA without the prior written consent of the other party. This provision must not be construed to limit MNIT's ability to use third party contractors or products to meet its obligations under this SLA.

Table of Contents

Service Agreement – Projects and Services	2
Projects.....	2
Services.....	3
Enterprise Services	3
Shared Services.....	3
Center of Excellence Services	3
Local Services.....	3
Enterprise Security Services	3
Delivered Services	4
Enterprise Services Summary	4
Shared Services Summary	9
Center of Excellence Services Summary	10
Local Services Summary	11
Enterprise Security Services Summary	13
Agency Optimization Schedule	18
Information Technology Consolidation Act.....	18
Optimization Schedule	18

Service Agreement – Projects and Services

Template version 8/31/2018 v2.

This section provides information related to the various projects and services provided to agencies. Further information on each project or service is available through the agency-based CBTO or their designee.

Projects

Definitions:

- **Project:** a temporary endeavor undertaken to create a unique product, service or result. It has a start date, specific goals and conditions, defined responsibilities, a budget, a plan, and end date. Examples include, but are not limited to, developing a new product or service, developing or acquiring a new or modified information system, upgrades, and releases.
- **IT Project:** an effort to acquire or produce information and telecommunications technology systems and services.
- **Total expected project cost:** direct staff costs, all supplemental contract staff and vendor costs, and costs of hardware and software development or purchase.

Projects can have multiple funding sources including:

- A specific legislative appropriation called a Biennial IT (BIT) project.
- A 2001 fund allocation known as an Odyssey Fund project.
- An internal agency budget allocation known as an Agency Funded project.

Each of these project types is documented in the MNIT Enterprise Project Management Office (ePMO) project and program management system. Projects documented in this fashion are incorporated by reference in this SLA. Documentation on each project is available through the agency-based CBTO or their designee.

Services

There are five types of services available:

1. Enterprise Services
2. Shared Services
3. Center of Excellence Services
4. Local Services
5. Enterprise Security Services

Enterprise Services are standard services that all executive branch agencies are required to utilize to ensure consistency and business interoperability within government. Examples include: email and calendaring, phones, networks, servers, desktop/laptop computers and related support services. These services have biennial enterprise rates approved by Minnesota Management and Budget (MMB) and are uniform across all agencies.

Shared Services are standard services that executive branch agencies may utilize to support their business operations. Alternatively, this type of service may also be provided on a single agency basis by Minnesota IT Services (MNIT) staff partnering with agencies. An example is Geospatial services. This service has biennial enterprise rates approved by MMB and are uniform across all agencies that utilize the shared service.

Center of Excellence Services are services that executive branch agencies may utilize to support their business operations. Typically these services are provided to multiple agencies by MNIT staff located at a single agency office. Examples include: FileNet Document Management, and Identity and Access Management (IAM) services are provided by MNIT staff located at the MNIT/DHS office, and are used by a number of other agencies. These services have rates set by the service provider and approved by MMB and are uniform across all agencies that utilize the service.

Local Services are services that are provided by MNIT staff located at an agency office, and are provided to serve business operations only at that agency. Examples include: Application Support and Development, Application Management, Application Operations, Project Management Office functions including Project Management, Business Analyst and Quality Assurance functions. These services are provided on a 'pass-through' basis for staff salaries and benefits, and any IT purchases not covered by an Enterprise, Shared, or Center of Excellence Service.

Enterprise Security Services are provided to all Minnesota IT Services executive branch customers at a core level. These services include: Security Operations, Threat and Vulnerability Management, Access and Identity Management, and Governance, Risk, and Compliance. Within these services, additional protective services are provided.

A detailed description of each service, pricing and delivery terms associated with that service may be found on the [MNIT public website](#).

Services documented in this fashion are incorporated by reference in this SLA.

Delivered Services

Enterprise Services Summary

MNIT delivers the following Enterprise Services to MNsure:

Service Details	Summary Description
Service Name	Desktop Bundle
Included	<ul style="list-style-type: none"> • Standard desktop, keyboard and mouse – replaced every 5 years. • Workstation management and protection package: firewalls, security patching and encryption • Workstation support, including remote desktop and deskside support • Inventory management
NOT included	<ul style="list-style-type: none"> • Performance-upgraded desktop • Monitor(s) • Memory upgrade • Headset • Cameras (required to use all of the functionality of Skype for Business) • Local printer, if applicable for your agency • Ergonomic or wireless bundle of keyboard & mouse Programmable keyboard • Shorter refresh cycle (see details below)
Delivery Method	<ul style="list-style-type: none"> • Fulltime support staff for both online and deskside support
Hours of Operation	<ul style="list-style-type: none"> • 24x7x365 with following hours of support: • M-F: 7 a.m.-5 p.m.

Service Details	Summary Description
Service Name	Enterprise Software Bundle
Included	<p><u>Enterprise License:</u></p> <ul style="list-style-type: none"> • Microsoft Office 365: Word, Excel, PowerPoint, Outlook, OneNote, Access • Skype for Business • Web filtering <p><u>Kiosk License:</u></p> <ul style="list-style-type: none"> • Microsoft Office 365, Kiosk User Office Online <p><u>Enterprise and Kiosk License also include:</u></p> <ul style="list-style-type: none"> • SharePoint access license • Security awareness training • Access oversight and audit • Physical access to data centers and data • Data access security monitoring
NOT included	<ul style="list-style-type: none"> • Agency-specific software packages
Delivery Method	<ul style="list-style-type: none"> • Fulltime support staff for both online and deskside support.
Hours of Operation	<ul style="list-style-type: none"> • Access to Foundational Services (Email, SharePoint and Skype) 24x7x365 from Microsoft • Tier 2 Support – 24x7x365

Service Details	Summary Description
Service Name	Local Area Network (LAN)
Included	<ul style="list-style-type: none"> • Wired and wireless IP network connections within a location or campus
NOT included	<ul style="list-style-type: none"> • Wide area network (WAN) connections
Delivery Method	<ul style="list-style-type: none"> • Minnesota IT Services owned and managed LAN devices
Hours of Operation	<ul style="list-style-type: none"> • 24x7x365

Service Details	Summary Description
Service Name	Laptop Bundle
Included	<ul style="list-style-type: none"> • Standard laptop, replaced every 4 years • Docking station, keyboard and mouse (replaced with laptop if necessary, monitor not included) • Workstation management and protection package: firewalls, security patching and encryption • Workstation support, including remote desktop and deskside support • Inventory management
NOT included	<ul style="list-style-type: none"> • Performance-upgraded laptop • Monitor(s) • Memory upgrade • Headset • Cameras (required to use all of the functionality of Skype for Business) • Local printer, if applicable for your agency • Ergonomic or wireless bundle for keyboard and mouse • Programmable keyboard • Shorter refresh cycle (see details below)
Delivery Method	<ul style="list-style-type: none"> • Fulltime staff for both remote and deskside support
Hours of Operation	<ul style="list-style-type: none"> • 24x7x365 with following hours of support: • M-F; 7 a.m.-5 p.m.

Service Details	Summary Description
Service Name	Telephone
Included	<ul style="list-style-type: none"> • Telephone service using state IP services or contracted traditional services
NOT included	<ul style="list-style-type: none"> • Cellular Phones
Delivery Method	<ul style="list-style-type: none"> • Dial tone to telephone handset
Hours of Operation	<ul style="list-style-type: none"> • 24x7x365

Service Details	Summary Description
Service Name	Mobile Device Management
Included	<ul style="list-style-type: none"> • Help with device enrollment • Working with agency partners to establish security standards, feature restrictions and application testing • Monitoring devices for compliance with agency partner rules and operating system requirements • Management of lost devices (wipe) • Establishing retirement parameters • Troubleshooting instructions and remote diagnostics
NOT included	<ul style="list-style-type: none"> • Device procurement • Initial setup is provided by agency partner or local MNIT Services Staff • End user training • Forced operating system updates • Cell carrier management • Support for accessories
Delivery Method	<ul style="list-style-type: none"> • Level 1 – Service Desk • Back office – Supported by MDM team • Additional service provided by @agency MNIT personnel if needed
Hours of Operation	<ul style="list-style-type: none"> • M-F; 7 a.m.-5 p.m.

Service Details	Summary Description
Service Name	WAN
Included	<ul style="list-style-type: none"> • IP Network Connection
NOT included	<ul style="list-style-type: none"> • Applications running on the network
Delivery Method	<ul style="list-style-type: none"> • Managed circuits and WAN devices
Hours of Operation	<ul style="list-style-type: none"> • 24 x 7

Service Details	Summary Description
Service Name	Web Management
Included	<ul style="list-style-type: none"> • SDL Web (Tridion), Drupal Shared Hosting, and Search • Website development, design, hosting, search, and support
NOT included	<ul style="list-style-type: none"> • Customer application support • Optional: Quality Assurance website tool and Web Analytics
Delivery Method	<ul style="list-style-type: none"> • Fulltime support staff with access to MNIT on-premise and external cloud environments
Hours of Operation	<ul style="list-style-type: none"> • Production availability 7x24x365

Shared Services Summary

Services in this category have been deleted from this template because any Shared Services delivered and billed to MNsure would be contained in the Interagency Agreement between DHS and MNsure.

Center of Excellence Services Summary

MNIT delivers the following Center of Excellence Services to MNsure:

Service Details	Summary Description
Service Name	FileNet Electronic Document Management System (EDMS)
Included	<ul style="list-style-type: none"> • Monthly user license
NOT included	<ul style="list-style-type: none"> • Data storage
Delivery Method	<ul style="list-style-type: none"> • Agency-specific web portal
Hours of Operation	<ul style="list-style-type: none"> • High availability 24x7x365, excluding scheduled maintenance

Service Details	Summary Description
Service Name	MN Enterprise Identity and Access Management (MNEIAM) – Center of Excellence
Included	<ul style="list-style-type: none"> • Oracle IAM suite, IAM Database in Exadata appliance, and Middleware technology
NOT included	<ul style="list-style-type: none"> • Load balancer, firewall, and any website development/integration outside IAM authentication
Delivery Method	<ul style="list-style-type: none"> • Service delivery should occur through a centralized issue tracking tool – BMC service management method
Hours of Operation	<ul style="list-style-type: none"> • 24x7x365 with multi-datacenter architecture to provide high availability / up-time service of IAM system

Local Services Summary

Functional Support

The appendix entitled *Roles, Responsibilities and Governance Program Management Structures* describes the functional roles and responsibilities of MNIT staff for project-based IT work. MNIT acts as a partner for the business and facilitates execution of projects. Some MNIT areas include:

- Program and Project Management
- Business Analysis (BA)
- Technical Development
- Quality Assurance (QA)
- Release Management
- Communication and Reporting
- Financial and Budget Management
- Contract Management

Some DHS/MNsurre functions are supported by combinations of Enterprise and Local Services.

Governance, Prioritization and Decision-making

Oversight and Governance of IT Programs is provided by:

- Executive Steering Committee (ESC)
- Program Management Team (PMT)
- IT Program Manager

Please refer to the *Governance Diagram* appendix.

Application Inventory System

Applications supported by MNIT and serving both DHS and MNsurre are listed in the DHS/MNsurre Application Inventory System (AIS), which is maintained by MNIT. The AIS serves as the system of record for Local Services for both agencies. Information contained in the AIS includes the following:

- Application name and description
- Services and systems supported

- Available support
- Recovery Time Objective (RTO)

The AIS is a living system which is regularly updated and includes additional information about each application. Reports can be retrieved from the AIS by MNIT@DHS/MNsure staff. A list of MNsure applications is included in the Appendices of this SLA. Each listing in the AIS includes a Business Contact/Owner, Technical Contact, and a DHS and/or MNsure Recovery Director. The Technical Contact supports the application and ensures it is operational. The Recovery Director is responsible for Continuity Of Operations Planning (COOP) activities for the application.

The AIS is audited quarterly by MNIT@DHS/MNsure. The AIS Administrator at MNIT@DHS/MNsure works with the Business Contact, Technical Contact, and Recovery Director to ensure all AIS data is correct and up to date. Changes to AIS data are coordinated through the AIS Administrator and subject to approval by the Business Contact, DHS and/or MNsure leadership and the MNIT Chief Administration Officer (CAO).

Enterprise Security Services Summary

Service Details	Summary Description
Service Name	Enterprise Vulnerability Management
Included	<ul style="list-style-type: none"> • Internal Vulnerability Scanning of desktops, servers, network devices and other supported devices • External scanning of internal facing devices • Communication of prioritized vulnerabilities • Oversight of remediation efforts on vulnerabilities • Configuration compliance scanning (emerging capability) • Web application security scanning • Veracode administration for teams using Veracode • Penetration and Red Team Services (emerging capability)
NOT included	<ul style="list-style-type: none"> • Devices not connected to MNIT managed networks • Devices not supported by TVMU tools
Delivery Method	<ul style="list-style-type: none"> • Fulltime support Staff • Automated scanning • MNIT Mall: Threat and Vulnerability Management
Hours of Operation	<ul style="list-style-type: none"> • M-F; 7 a.m.-5 p.m. • Emergency after hours support: MNIT Service Desk

Service Details	Summary Description
Service Name	Security Operations Center
Included	<ul style="list-style-type: none"> • Security Incident Response • Threat Research and SOC Daily Brief • Spam/Phishing Investigation • Security Operations Coordination • Security Monitoring • Enterprise Intrusion Detection and Prevention • Enterprise Web Content Filtering • Enterprise Endpoint Protection
NOT included	<ul style="list-style-type: none"> • Full service provided to MN executive branch and partner entities with core detection/alerting to other MNET customers • Monitoring is limited to network activity only for external MNET entities that do not participate in the Intrusion Detection and Prevention Service
Delivery Method	<ul style="list-style-type: none"> • Fulltime support staff • Email: soc@state.mn.us • Phone: 651.201.1281 • MNIT Mall: Report a Security Event
Hours of Operation	<ul style="list-style-type: none"> • Daily 6 a.m. – 6 p.m. • Emergency after hours support: MNIT Service Desk 24x7x365

Service Details	Summary Description
Service Name	Digital Forensics
Included	<ul style="list-style-type: none"> • Data Preservation • Data Recovery • Security Incident Investigations • eDiscovery
NOT included	<ul style="list-style-type: none"> • Devices not owned by executive branch agencies
Delivery Method	<ul style="list-style-type: none"> • Fulltime support staff • MNIT Mail: Use the Agency Data & Legal Hold Request Form • SOC Phone: 651-201-1281
Hours of Operation	<ul style="list-style-type: none"> • M-F: 6 a.m. – 2:30 p.m. • Emergency service daily 6 a.m. – 6 p.m. through the Security Operations Center • Emergency after hours support: MNIT Service Desk 24x7x365

Service Details	Summary Description
Service Name	Enterprise Privileged Account Management Service
Included	<ul style="list-style-type: none"> • User license • Centralized, secure storage • Automatic password rotation • Automated Workflows • Security Awareness Training • Access oversight and audit
NOT included	<ul style="list-style-type: none"> • A self-service portal for password reset • Storage of personal passwords
Delivery Method	<ul style="list-style-type: none"> • Fulltime Support staff • MNIT Mall: Privileged Account Access
Hours of Operation	<ul style="list-style-type: none"> • M-F; 7 a.m.-5 p.m. • Emergency after hours support: MNIT Service Desk

Service Details	Summary Description
Service Name	Enterprise Digital Certificate and Encryption Key Management (PKI)
Included	<ul style="list-style-type: none"> • Management of external digital certificates • Management of internal digital certificates
NOT included	<ul style="list-style-type: none"> • Management of encryption keys
Delivery Method	<ul style="list-style-type: none"> • Fulltime Support staff • MNIT Mall: Security Certificates
Hours of Operation	<ul style="list-style-type: none"> • M-F; 7 a.m.-5 p.m. • Emergency after hours support: MNIT Service Desk

Service Details	Summary Description
Service Name	Enterprise Governance, Risk, and Compliance
Included	<ul style="list-style-type: none"> • IT Audit Coordination across agencies (i.e., IRS, FBI, SSA, PCI, etc.) • Securing the Human (Annual Security Awareness Training) • CJIS training coordination • Security ScoreCard Metrics process ownership • Anti-phishing training coordination • Statewide Security Policy and Standards (creation, publishing, curation) • Security finding management (audit findings, exceptions) • Archer management and administration • Risk assessment process ownership
NOT included	
Delivery Method	<ul style="list-style-type: none"> • Fulltime support staff
Hours of Operation	<ul style="list-style-type: none"> • M-F, 8 a.m.-5 p.m. via GRC@state.mn.us

Agency Optimization Schedule

Information Technology Consolidation Act

In the **Information Technology Consolidation Act**, the Minnesota Legislature required the Chief Information Officer to enter into a service level agreement governing the provision of Information Technology systems and services, assets, and personnel, with each state agency. STATE GOVERNMENT, INNOVATIONS AND VETERANS OMNIBUS BILL, 2011 Minn. Session Law Serv. 1st Special Session, Ch. 10, Art. 4 (S.F. 12).

For the departments, agencies, offices, councils, boards, commissions and other entities in the executive branch of Minnesota state government that are subject to IT Consolidation, the use of Minnesota IT Services (MNIT) is required by the State Legislature.

Optimization Schedule

Many agencies have completed the full enterprise service adoption and optimization during FY18.

Agencies that continue to have locally provided, overlapping or duplicate services to those offered by MNIT Enterprise will transition to and adopt the following Enterprise Services (as described in Section 2) starting in October 2018:

- Hosting Services
- Enterprise Software Bundle
- Desktop Bundle
- Laptop Bundle
- LAN
- Mainframe Service
- Middleware
- Mobile Device Management
- Telephone
- Enterprise Security
- Other Enterprise Services as necessary

This transition will consist of a service optimization strategy beginning with a shift in local overlapping MNIT staff reporting organizationally to MNIT Enterprise Service Management. Full service integration will follow over the next 12-18 months.

Table of Contents

Service Agreement – Performance Metrics	2
Performance Metrics.....	2
Project Portfolio and Status Reports	2
Security Risk Scorecard.....	2
Application Portfolio Health	2

Service Agreement – Performance Metrics

This section provides information related to the various performance metrics provided to agencies. Further information on each metric is available through the agency based CBTO or their designee.

Performance Metrics

There are multiple types of metrics available:

- Project Portfolio and Status Reports
- Security Risk Score (contains NOT PUBLIC security information)
- Application Portfolio Health

CBTOs may provide other metrics as needed.

Project Portfolio and Status Reports are updated weekly/monthly and reflect the current state and performance metrics (time, budget, scope, quality) of each project. Each project is documented in the MNIT Enterprise Project Management Office (ePMO) project and program management system.

Security Risk Scorecard measures a number of key metrics and security controls for an agency yielding a numeric score on 8 separate subject areas:

1. Risk Management
2. Vulnerability and Threat Management
3. Secure System Development
4. Security Configuration Management
5. Access Control
6. Monitoring and Incident Response
7. Disaster Recovery Readiness
8. Security Training and Awareness

Application Portfolio Health is an overall view of an agencies group of business applications and their relative scores that measure technical health and business value.

Each of these metrics is documented within its system of record and are incorporated by reference in this SLA.

Additional metrics may be added over time.

Table of Contents

Service Agreement – MNsure Appendices.....	2
MNsure Exhibits	2
Appendix A: IT Program Structure, Roles and Responsibilities	2
Appendix B: METS Governance Diagram.....	2
Appendix C: Application Inventory for MNsure.....	2
Appendix D: MNsure Support Agreement 2019.....	2

Service Agreement – MNsure Appendices

This section provides information specific to MNsure which is not included elsewhere in the Service Level Agreement.

MNsure Exhibits

Appendix A: IT Program Structure, Roles and Responsibilities

Governance document detailing IT program structure, roles and responsibilities. Maintained by the MNIT@DHS CBTO or his/her designee. Updated semiannually.

Appendix B: METS Governance Diagram

Chart showing governance process for MNsure IT projects and the Minnesota Eligibility Technology System.

Appendix C: Application Inventory for MNsure

List of IT applications for MNsure. Maintained by the MNIT@ MNsure AIS coordinator, updated regularly.

Appendix D: MNsure Support Agreement 2019

Indicates support hours (MNIT), points of contact (MNsure and MNIT), issue logging procedures, issue status reporting, and issue response and resolution for METS. Maintained by the MNIT Application Services Division (ASD) in conjunction with MNsure.

Appendix A: Roles, Responsibilities and Governance Program Management Structures

Information Technology (IT) projects are supported by a team, with each team member serving a defined role or roles. Team members representing various business and technology roles partner to implement mission critical solutions. Not all roles are filled for every project and some roles may be filled by more than one person. Project Team members are drawn from agencies and stakeholders (e.g., DHS, MNsure, MNIT, counties, tribes, health plans, navigators, external contractors and other stakeholder groups).

Business is the owner and key stakeholder of programs or projects. Some typical business roles include:

- Executive Sponsor
- Subject Matter Experts (SME) such as:
 - Business Policy and Operations experts from DHS
 - Policy, Legal or Compliance
 - Representatives from Counties, Tribes, Health Plans, Navigators, and others.

MNIT acts as a partner for the business and facilitates execution of projects. Some MNIT areas include:

- Program and Project Management
- Business Analysis (BA)
- Technical Development
- Quality Assurance (QA)
- Release Management
- Communication and Reporting
- Financial and Budget Management
- Contract Management

Oversight and Governance of IT Programs is provided by:

- Executive Steering Committee (ESC)
- Program Management Team (PMT)
- IT Program Manager

Due to the unique nature of Direct Care and Treatment IT work, there are circumstances under which MNIT leads the implementation of a DCT project and there are circumstances where DCT serves as the lead for a project. For MNIT led projects, the MNIT Program Manager and MNIT Project Manager assume the same roles and responsibilities outlined in this document. For DCT led projects, the roles and responsibilities for what is referred to as the DCT Program Manager and DCT Project Manager are included under separate descriptions.

Contents

Project Team Roles and Responsibilities	3
Executive Sponsor.....	3
Project Team Members	3
Subject Matter Expert (SME).....	4
Resource Manager	5
Project Manager	5
DCT Project Manager.....	6
Business Analysis Lead.....	6
Technical Lead	7
Quality Assurance Lead	7
Business Analyst.....	8
System Analyst.....	9
Technical Developer.....	9
Quality Assurance Analyst.....	10
Program Management and Governance:	11
Executive Steering Committee	11
Program Management Team (PMT)	11
Enterprise Program Roles:	13
Program Manager	13
DCT Program Manager	13
Business Architect.....	13
Quality Assurance Accessibility Team Lead	14
Accessibility Quality Assurance Analyst.....	14
Release Manager	15
Technical Architect	15
Quality Assurance Automation Engineer	16
Quality Assurance Performance Engineer	16
<i>Addendum A: Cross Program Roles</i>	<i>18</i>
<i>Addendum B: Reference Links.....</i>	<i>20</i>

Project Team Roles and Responsibilities

Executive Sponsor

An Executive Sponsor(s) role advocates for and supports the project, providing clear direction on how the project links with overall DHS/MNsure and MNIT goals and strategies (or the goals and strategies of project stakeholders).

An Executive Sponsor(s) or designee works with the IT Program Manager and the Program Management Team or Project Manager, assisting with project matters such as scope clarification, monitoring project progress, and influencing others to support the project. The Executive Sponsor(s) or designee takes responsibility for pushing a process through, garnering resources and buy-in from people and other departments. A project can have multiple sponsors that may come from different areas and may include County or MNIT staff.

The Executive Sponsor(s) or designee has the following roles and responsibilities:

- Responsible as business owner of project deliverables and has authority as a decision maker.
- Responsible to the business for the success of projects and functions.
- Governs risk.
- Ensures projects align with Project Scope Statement and reviews project plans.
- Supports the project manager and assist with removing obstacles for them
- Works with the Project Manager to resolve operational questions and concerns that can be addressed without escalation to the Program Management Team Examples include:
 - ✓ Identifies issues that put project deliverables at risk.
 - ✓ Determines project resource needs and helps to address concerns.
- Provides clarification and input for the work.
- Responsible for providing input and approving the Charter, Project Plan, Close Report.
- Reviews, approves, and signs off on all Project Change Requests.

Project Team Members

A Project Team member is responsible for executing tasks and producing deliverables as outlined in the *Project Plan* and directed by the Project Manager. They may include staff who are working on the project on a full-time or part-time basis and include resources from state agencies, counties, tribes or external consultants.

All Project Team Members have the following key responsibilities:

- Represents your agency's business functions.
- Authority to facilitate decision-making based on the area they represent.
- Assists in the development of the *Project Plan*.
- Participates in the review and prioritization of project work and scope determination for iterative project releases as is appropriate.
- Provides initial and ongoing estimates of level of effort and the duration of assigned activities and tasks.

- Commits to, and accomplishes the tasks assigned.
- Seeks advice of the business unit they represent for expertise.
- Reports performance against task assignments.
- Alerts the Project Manager, as well as their supervisor and/or team lead, if the assigned task may not meet the schedule.
- Informs unit they represent of the project status and all important project updates.
- Identifies and resolves task-related problems, as appropriate.
- Informs the Project Manager of any problems, concerns, risks or issues as they arise.
- Attends and participate in team meetings.
- Advises supervisor of the unit they represent of the commitments made as a Project Team member.
- Provides estimates of time and effort to evaluate project change requests, as assigned.
- Evaluates the impact of project changes on cost, schedule, scope, and/or performance, as assigned.
- Participates in project reviews, as appropriate.
- Responsible to report time worked on project(s).

Subject Matter Expert (SME)

A Subject Matter Expert (SME) provides knowledge and expertise in specific areas. Staff from the business area who provide the requirements of the project and answer functional questions.

The Subject Matter Expert has the following key responsibilities:

- Provides knowledge and expertise in a specific area for a project.
- Responsible that policy and business requirements are correct **and** verifies with others when needed.
- Helps answer questions associated with the design of the existing application, its features, and its capabilities.
- Understands how changes will affect the business.
- Introduces the changes to the business area.
- Participates in requirement walkthroughs and signoffs.
- Answers functional and business process questions.
- Answers policy and compliance questions.
- Helps validate user requirements.
- Reviews requirements traceability matrix and ensures that requirements have been covered.
- Helps refine and determine feasibility, correctness, and completeness of end-user's requirement.
- Provides input for the design and construction of test cases and business scenarios and ensures test cases meet the business requirements.
- Reviews test cases for testing.
- Validates test results.
- Informs other member of their business area and supervisor of progress.
- Responsible to report time worked on project(s).

Resource Manager

A Resource Manager works with the Project Manager and is responsible for assigning the right people to the right projects at the right time. The Resource Manager arranges for coaching, training or resource adjustments.

The Resource Manager has the following roles and responsibilities:

- Understands both the strategic and tactical priorities for their organization and communicates these clearly and consistently to their teams.
- Assigns resources to projects when requested by Project Manager.
- Coordinates employee's capabilities and workload.
- Assigns Lead Roles for their area of responsibility.
- Provides the information needed to make adjustments due to emerging priorities, schedule changes, scope changes, or changes in the available resource pool due to illness, resignations or reassignments.
- Understands the changing needs and priorities of the enterprise to ensure that the resources available to do the work have the requisite time and skills to do the work.
- Evaluates individual performance against project and program goals and provides meaningful and constructive feedback to the people that they manage.
- Participates in project change request impact assessments.
- Supports and follows up with team members on time tracking process.
- Supports team members with contentions.

Project Manager

A Project Manager is responsible for project communication, managing teams, removing obstacles, facilitating prioritization within a project, escalating issues, and motivating team members. A Project Manager engages Resource Managers to fill Project Team roles and to resolve identified issues. A Project Manager makes sure that project resource needs are met or, if not, the issue is escalated to the Sponsor and/or PMT. A Project Manager meets with the sponsor on a regular basis and communicates the status to the Sponsor, Program Managers and Stakeholders.

The Project Manager has the following roles and responsibilities:

- Works with the Sponsor to determine the scope of the project based on the business need.
- Documents high level scope and project objectives.
- Obtains acceptance of the baseline project scope from the Executive Sponsor.
- Schedules and conducts the project kick-off meeting and ongoing project meetings.
- Coordinates and communicates with area leads on all aspects of the project.
- Communicates to Resource Managers if Project Team member performance impacts project outcome.
- Generates timely and accurate status reports.
- Rapidly assess the work that has to be done or issues to be resolved and make assignments to team members.

- Directs the Project Team in developing project requirements, identifying project risks, and the complexity of the potential solution; considers appropriate structured activity management and incremental delivery approaches, meeting Sponsor expectations.
- Directs the Project Team to perform project change request analysis, including the impact on overall project release plan and schedule.
- Ensures Project Team is reviewing, assessing and prioritizing Change Requests, defects and other work as part of the project scope.
- Develops project management artifacts.
- Facilitates and ensures appropriate approvals of project documents including requirements documentation, test plans, technical design documents and others as applicable.
- Obtains acceptance of the project charter, project plan, change requests and project close documents from the Executive Sponsor, PMO, and PMT.
- Orients new Project Team members when necessary.
- Responsible to report time worked on project(s).
- Supports and follows up with team members on time tracking process.

DCT Project Manager

This individual serves in the role of coordinating and managing an individual DCT project in a capacity that is similar to a MNIT project manager. The type of project they are coordinating typically requires more effort on the business side, but has an IT dependency many times requiring support from MNIT Enterprise. For IT dependencies requiring resources from MNIT@DHS, they will work with the DCT Program Manager who will coordinate with the MNIT DCT Program Manager to obtain resources. For IT dependencies requiring MNIT Enterprise resources, they will submit work orders through the MNIT Enterprise Service Desk and work with the MNIT DCT Enterprise Escalation Manager to obtain resources and services.

Business Analysis Lead

A Business Analysis Lead works with Project Team members by guiding, consulting, and collaborating on the analysis, development, testing, deployment and adoption of solutions.

A Business Analysis Lead has the following key responsibilities:

- Determines the approach for gathering project requirements from business.
- Provides guidance to the BAs assigned to the project in the requirements, elicitation and documentation, design or review of test cases.
- Provides input to project change requests, managing a project's scope, acceptance, installation and deployment.
- Ensures that identified business analyst deliverables are defined and implemented.
- Coordinates with other project members such as QA, Release Management, and Technical staff.
- Assists the Project Manager when preparing the *Project Plan* by defining the tasks, level of effort estimates, dependencies, and required skills for each business analysis task.
- Assists Project Manager when defining the basic business requirement for the project.
- Authorized sign-off of Business and Functional Requirements, Functional Design, Technical Design, Business Validation Plan/UAT, and the QA Test Plan.

- Responsible to report time worked on project(s).
- Supports and follows up with team members on time tracking process.

Technical Lead

A Technical Team Lead works with the Project Team, building and working on enterprise systems and will provide technical and team leadership by guiding, consulting, and collaborating on the development, testing, deployment and adoption of solutions.

A Technical Lead has the following key responsibilities:

- Delivers the technical solution and design documentation within the boundaries of the project technical architecture.
- Ensures technical deliverables are implemented in accordance with business requirements.
- Provides implementation oversight to ensure that technical work is completed on schedule.
- Assists the Project Manager and the Technical Architect by defining the tasks, estimates, dependencies, and required skills for each technical task.
- Provides day to day support to the technical team.
- Authorized sign-off of Business and Functional Requirements, Functional Design, Technical Design and the QA Test Plan.
- Responsible to report time worked on project(s).

Quality Assurance Lead

A Quality Assurance (QA) Lead works with Project Team members by guiding, consulting, and collaborating on the development, testing, deployment and adoption of solutions.

A Quality Assurance Lead has the following key responsibilities:

- Determines QA testing and reporting needs for all projects.
- Works with the Project Manager, Business Analysts and Business Partners in determining UAT testing and reporting needs for all projects.
- Creates test plan and obtains appropriate sign-off.
- Creates the Final Test Documents, which are used as a tool to help Business Partners in making educated Go/No Go decisions.
- Coordinates the Defect Triage meetings.
- Creates test scenarios and test cases based on requirements and Use Cases.
- Authorized sign-off of Functional and Non Functional Requirements, Functional and Non Functional Technical Design, and the QA Test Plan.
- Manages all QA Environments.
- Responsible to report time worked on project(s).

Business Analyst

A Business Analyst (BA) has the task of understanding business change needs, assessing the business impact of those changes, capturing, analyzing and documenting requirements and supporting the communication and delivery of requirements with relevant stakeholders.

A Business Analyst has the following key responsibilities:

- Participates in scoping discussions and reviews/provides input to scope.
- Participates in “As Is” sessions to model the current processes.
- Documents the BA activities needed for the work effort (provide LOE).
- Documents and communicates business and functional requirements.
- Develops and documents business and functional requirements, communicates requirements including planning the approach, working with stakeholders to analyze the approach, elicitation, estimates for level of effort, and managing requirements for traceability and changes.
- Schedules meetings to elicit and walk through BA artifacts/deliverables.
- Participates in design sessions, providing input and reviewing/approving design documentation.
- Collaborates with Application Services staff working on the change.
- Participates in or leads functional reviews or walkthroughs of the design or new function
- Reviews the QA test cases and test plan strategy.
- Performs any cursory functional review when the code is delivered and before QA testing begins.
- Supports QA testing, including being the primary contact for defects and changes, analyzing defects and meeting with or working with business on priority and any follow up documentation.
- Coordinates and supports business validation testing (UAT), including developing and documenting test plans, primary contact for defects, and working with business on business validation testing.
- Participates in release or deployment discussions.
- Manages defects following deployment to stabilize the system and plan for the next release.
- Reviews and participates in the development of procedures, instructions or communications to users and other stakeholders.
- Provides level of effort for work assignments.
- Provides level of effort for potential change requests and provides input on impact of change.
- Provides updates on completion of work assignments.
- Attains appropriate approval on deliverables.
- Attends and participates in project team meetings.
- Responsible to report time worked on project(s).

System Analyst

A System Analyst provides technical expertise to ensure that system integration initiatives implemented are in compliance with federal and state laws. This includes the analysis of technical systems and providing system requirements. The System Analyst coordinates efforts of staff to locate, assess, install, test and maintain computer applications.

A System Analyst has the following key responsibilities:

- Executes problem analysis to resolve system or application issues.
- Assists developers with database queries and design.
- Creates technical schemas representing the interrelationship between system attributes using Extensible Markup Language (XML).
- Defines and authors technical system requirements and provides viable alternatives.
- Completes complex diagnosis of problems, working with MNIT staff to provide solutions.
- Coordinates implementation of fixes and enhancements.
- Ensures application changes are thoroughly documented, meeting deployment requirements established by the operations team.
- Provides level of effort for work assignments.
- Provides level of effort for potential change requests and provides input on impact of change.
- Provides updates on completion of work assignments.
- Attains appropriate approval on deliverables.
- Attends and participates in project team meetings.
- Responsible to report time worked on project(s).

Technical Developer

A Technical Developer is responsible for detailed analysis regarding design options and solutions, coding, conversion, and testing of individual modules or job streams as they are modified or developed. Technical staff work with the business analyst to ensure that specifications are correct and complete.

A Technical Developer has the following key responsibilities:

- Creates Design Documents.
- Develops code based on the requirements, architectures, and designs.
- Executes unit test cases.
- Reviews defects, fix defects, and retest.
- Provides support during System Testing and Acceptance Testing.
- Prepares deployment documentation for test and production environments.
- Performs Code reviews of peer's work.
- Provides level of effort for work assignments.
- Provides level of effort for potential change requests and provides input on impact of change.
- Provides updates on completion of work assignments.
- Attains appropriate approval on deliverables.
- Attends and participates in project team meetings.

- Responsible to report time worked on project(s).

Quality Assurance Analyst

A Quality Assurance (QA) Analyst provides professional knowledge and skills in information systems software testing, quality assurance and quality control of application software, systems, and infrastructure.

Quality Assurance Analyst has the following key responsibilities:

- Manages the QA test environment Informing Test Lead when they are ready to receive a new change to QA's test environment.
- Works with Test Lead in deploying changes to QA's test environment.
- Ensures all Entrance Criteria are met before allowing any changes to be deployed to QA's test environment.
- Ensures that all Exit Criteria are met before allowing any changes to be deployed into UAT.
- Creates test cases.
- Executes test cases.
- Reports defects and retest.
- Assists with Test Closure document.
- Provides level of effort for work assignments.
- Provides level of effort for potential change requests and provides input on impact of change.
- Provides updates on completion of work assignments.
- Attains appropriate approval on deliverables.
- Attends and participates in project team meetings.
- Responsible to report time worked on project(s).

Program Management and Governance:

The roles and functions in this section ensure alignment with IT Program Strategic Goals; provide oversight and decision making as part of the Governance structure. These roles include:

Executive Steering Committee

This committee is responsible for the overall management and coordination of project efforts to ensure business, program and system goals are achieved. This committee is composed of executive level management representatives from DHS, MNSure, MNIT@DHS and our county and Tribe partners.

The Executive Steering Committee (ESC) has the following key responsibilities:

- Executive level coordination of DHS, County, MNSure and MNIT efforts, including reconciling competing business needs.
- Escalation point for the Program Management Team for issue resolution.
- Oversight of the policy and technology components.
- Directs the Program Management Team with regard to setting priority standards and strategic direction.
- Serves as the overall IT system Program and Project Owner.
- Makes major go/no-go decisions.

Program Management Team (PMT)

Point of Contact for the Executive Steering Committee for day-to-day program management including overall communication and strategic recommendations regarding policy, program and system issues and is considered the product owner.

Program Management Team has the following key responsibilities:

- Responsible to represent their entire line of business.
- Serves as the escalation point for the Program Manager for issue resolution or determinations or the need for further escalation.
- Provides guidance on high priority or critical issues and risks and/or determines what needs to be escalated to the Executive Steering Committee.
- Provides direction for the Program Manager regarding project priorities (both for transformation/modernization efforts, in addition to ongoing project work), resources, risks and issues.
- Reviews and approves significant modifications to the program work plan and authorizes projects move from initiation to planning, and from planning to execution, and for project close.
- Provides high-level operational direction and day-to-day operational decisions.
- Works with Release Management team to determine content and timing of all major releases.
- Reviews, approves or rejects project change requests that meet the threshold for PMT approval.

- Provides input to projects through Program Manager to Executive Sponsor, and Project Manager(s).
- Oversees status reporting to the Centers for Medicare and Medicaid Services (CMS) and Independent Verification and Validation (IV&V) services, when appropriate.
- Works with the Program Manager and Business Solutions Office (BSO) Enterprise Alignment Team to align the Advanced Planning Document (APD) priorities with the various, if appropriate modernizations/transformation roadmaps.
- Makes recommendations to ESC on major go/no-go decisions.
- Responsible to report time worked on project(s).

Enterprise Program Roles:

Program Manager

The Program Manager (and the Associate Project Managers) oversees the program management plan and ongoing activities.

The Program Manager has the following key responsibilities:

- Informed by project managers of project activities.
- Serves as the point of contact for Project Managers to the Program Management Team including overall communication and status regarding the program portfolio.
- Serves as escalation point for project change requests to the Program Management Team.
- Serves as conduit for communication between various governance bodies.
- Understands organizational strategy and helps MNIT and DHS organizations achieve strategic results within the MNIT program and supporting projects.
- Adjusts program and projects as organizational strategy shifts.
- Manages cross-project dependencies; leverages control and return on investment not available from managing projects separately.
- Actively seeks out information from Project Managers in order to assess and communicate that overall program goals are achieved and supported.
- Monitors all weekly project status reports for the program.
- Responsible for developing weekly Program status reports and communicates weekly program level status reports to governance boards.
- Responsible to report time worked on project(s).

DCT Program Manager

This individual oversees and is responsible for reporting on the portfolio of DCT led projects. They work closely with the MNIT DCT Program Manager to align reporting and efforts with MNIT led DCT projects as well as identify MNIT@DHS resources necessary to support a DCT led project (if applicable). They serve as an escalation point to assist DCT project managers resolve issues with the individual projects they are overseeing.

Business Architect

A Business Architect provides strategic and long-range planning, business and system expertise, consultation, and direction to business and technical staff working on cross-agency teams to analyze, design, develop, and implement - solutions that meet business needs.

A Business Architect has the following key responsibilities:

- Engage with business to assess the business strategy and evaluate perspective on business. May help to plan a restructuring of the business itself.
- Participates in overall project planning including analysis of a project's relationship to and overlap with other projects, addressing conflicting requirements and leveraging reuse of existing capabilities to ensure that the concerns and interests of all business areas work in concert to achieve the overall goals for the benefit of all.

- Aligns strategic goals and objectives with decisions regarding products and services, partners, organization, capabilities, and key business and IT initiatives to ensure a level of consistency in the delivery of functionality. The primary foci are the business motivations, business operations and business analysis frameworks and related networks that link these aspects of the enterprise together.
- Provide assistance and direction to Business Analysts working on conditions or capabilities of particularly complex functions.
- Collaborates with Systems Architects on technology environment and review proposed technical solutions.
- Ensures that the system design is consistent and furthers the broad aims and directions of the business.
- Authorized Approver of Business Requirements, Functional Specifications, Functional Design, Technical Design, and the QA Test Plan.
- Responsible to report time worked on project(s).

Quality Assurance Accessibility Team Lead

A Quality Assurance (QA) Lead works with project team members by guiding, consulting, and collaborating on the development and testing solutions to ensure they are compliant per ADA needs.

A Quality Assurance Accessibility Team Lead has the following key responsibilities:

- Works with the Project Manager, Business Analysts and Business Partners in determining Accessibility testing and reporting needs for all assigned projects.
- Works with Business Analysts to determine Accessibility requirements if none exist.
- Creates Accessibility QA Test Plan and obtains appropriate sign-off.
- Authorized sign-off of Accessibility Business and Functional Requirements, Accessibility Functional Design, Accessibility Technical Design, and the Accessibility QA Test Plan.
- Creates the Accessibility QA Test Closure document and distributes to project stakeholders.
- Creates Accessibility test scenarios and test cases based on Accessibility requirements and use cases.
- Coordinates / participates in the Defect Triage meetings by representing Accessibility Test Team.
- Provides guidance to Accessibility Test Team on best practices and use of accessibility testing tools (i.e., JAWS).
- Reports time worked on project(s).

Accessibility Quality Assurance Analyst

An Accessibility Quality Assurance (QA) Analyst provides professional knowledge and skills in information systems ADA compliance software testing, quality assurance and quality control of application software, systems, and infrastructure. Additionally, the Accessibility QA Analyst will have had training in and ability to execute tests using Accessibility testing tools, such as JAWS, Windows Magnifier, Windows Narrator, and/or Compliance Sheriff.

Accessibility Quality Assurance Analyst has the following key responsibilities:

- Assists with / creates Accessibility QA Test Plan.
- Collaborates with the functional Test Lead when ready to receive a change to QA's test environment.
- Works with functional Test Lead when deploying changes to QA's test environment.
- Ensures the scope for Accessibility Testing is communicated to the project stakeholders (i.e., checklist).
- Follows the Entrance and Exit Criteria for Accessibility testing.
- Creates / modifies Accessibility test scenarios and test cases based on Accessibility requirements and use cases.
- Executes Accessibility QA Test Cases by following the schedule assigned by the project.
- Reports Accessibility defects and retests when code has been fixed and deployed to test environment.
- Coordinates / participates in the Defect Triage meetings by representing Accessibility Test Team.
- Assists with / creates Accessibility QA Test Closure document.
- Reports time worked on project(s).

Release Manager

A Release Manager is responsible for oversight and coordination of system software code releases.

A Release Manager has the following key responsibilities:

- Manages all release contents and schedules.
- Coordinates input and communicates on release timing and components from the Program Management Team, Program Manager, Project Managers and Development Teams.
- Responsible to report time worked on project(s).

Technical Architect

A Technical Architect, in collaboration with other system architects and technical managers, develops standards and guidelines; selects specific technologies to meet business needs; and guides strategic and long-range planning for client-server information systems and networks.

A Technical Architect has the following key responsibilities:

- Responsible for technical strategies to deliver on the business strategy.
- Defines the technical architecture, produces documentation, and provides input as to technical feasibility of project scope and objectives.
- Provides technical input and counsel to the Project Manager and the Project Team.
- Collaborates with business during all phases of the project.
- Provides oversight to ensure technical deliverables are being implemented as defined.
- Consults and coordinates with resources such as QA, Release Management and contract staff regarding technical needs.

- Assists the Project Manager in preparing the *Project Plan* by defining tasks, estimates, dependencies, and required skills for each technical task.
- Responsible to the enterprise for providing sustainable solutions.
- Defines and enforces project level governance and standards.
- Authorized sign off of Business and Functional Requirements, Functional Design, Technical Design, and the QA Test Plan.
- Facilitates development of standard reporting needs during development
- Responsible to report time worked on project(s).

Quality Assurance Automation Engineer

A Quality Assurance (QA) Automation Engineer is responsible for creating, executing and managing a set of automated test scripts to be utilized as part of the formal QA process.

A Quality Assurance Automation Engineer has the following key responsibilities:

- Works with the Project Manager, Business Analysts and Business Partners in determining automation testing needs for all projects.
- Assist the QA Leads in determining which manual test cases are candidates for automation.
- Create automated test scripts.
- Execute automated test scripts.
- Manage automated test scripts.
- Manage automated test suite.
- Assist the QA Test Lead in managing all projects and maintenance changes according to the processes described in the Quality Assurance Test Methodology.
- Assist in maintaining the Quality Assurance Test Methodology.
- Assist the QA Team Lead in creating the Test Plan.
- Assist the QA Team Lead in creating the Test Closure document.

Quality Assurance Performance Engineer

A Quality Assurance (QA) Performance Engineer is responsible for creating, executing and managing a set of performance/load test scripts to be utilized as part of the formal QA process.

A Quality Assurance Performance Engineer has the following key responsibilities:

- Works with the Project Manager, Business Analysts and Business Partners in determining performance and load testing needs for all projects.
- Create performance/load test scripts.
- Manage performance/load test scripts and suites.
- Manage and maintain performance environment.
- Execute performance/load test scripts.
- Work with Developers, DBA, Infrastructure team in monitoring all components of the infrastructure during test execution.
- Document and collate results.
- Report results to Project Team.
- Assist in maintaining the Quality Assurance Test Methodology.

- Assist the QA Team Lead in creating the Test Plan.
- Assist the QA Team Lead in creating the Test Closure document.
- Assist the Project Team in determining business flows to script.

Addendum A: Cross Program Roles

Information Technology (IT) projects are supported by staff who work across projects and programs, ensuring common activities are aligned and that program needs are met.

Communications Manager:

A Communication Manager supports project and programs in delivering the program/project key messages and provides purposeful communication to stakeholders.

A Communication and Reporting Lead has the following key responsibilities:

- Develops and implements communications strategies for IT program.
- Creates and distributes internal IT program communications on an ongoing basis and in alignment with IT modernization milestone events.
- Establishes a process and plan to provide information, context and content on IT issues to DHS and MNsure public affairs professionals to use with counties, tribes, providers, health plans and other external stakeholders for the IT program.
- Supports leadership communication needs, including presentations and other communication tactics.
- Responsible for communicating pertinent information within the IT Program.
- Manages and produces summary-level, cross-agency communications regarding the IT program; execute weekly updates to leaders and to line-level employees working on IT.
- Monitors weekly PM status reports.
- Assists with internal and external program status reporting.
- Coordinates with other IT program communication and reporting leads on high-level communication plans.

Contract Management Lead

A Contract Management Lead serves as a conduit for contract related issues and information between staff across multiple agencies and for DHS and MNsure.

A Contract Management Lead has the following key responsibilities:

- Oversees program contracts for all augmented resources.
- Responsible for ensuring onboarding/off boarding is complete for contract workers.
- Manages contract costs in coordination with Finance and Budgeting and Risk Management.
- Tracks and documents all expenses and deliverables associated with Contracts.

Finance and Budget Lead

A Finance and Budget Lead provides oversight, monitoring and coordination for fiscal accounts and project budgets.

A Finance and Budget Lead has the following key responsibilities:

- Manages overall budget for the IT program in coordination with Program Manager and IT Leadership; provides regular updates to the Executive Steering Committee and the Program Management Team.
- Responsible for tracking and documenting expenses.
- Oversees finance reporting in relation to all federal and state funding of the IT program.

Technical Writer

A Technical Writer will create and maintain technical documentation and is involved with writing documentation through the life cycle of building and maintaining a computer system (application) including help information for users describing system functionality and how to use it.

A Technical Writer has the following key responsibilities:

- Creates and maintains documentation standards for system architectural, standards, and development documents.
- Creates and maintains architectural, standards, and system technical documentation for applications.
- Reviews and tests electronic (on-line) documentation tools and methods in support of documentation improvement efforts.
- Assists Architects, Developers, Business Analysts and other technical staff with ad hoc documentation requests.

Addendum B: Reference Links

This document is about the key roles and responsibilities, at a high level, for managing projects and programs. Links with more detailed information on roles and responsibilities across MNIT are included here.

Business Architecture:

[Business Architecture Roles and Responsibilities](#)

Project Management:

[Project Management Process Map](#)

[Project Toolkit & Requirements \(Templates\)](#)

[Project Management Policies](#)

Release Management:

Quality Assurance:

[QA Processes](#)

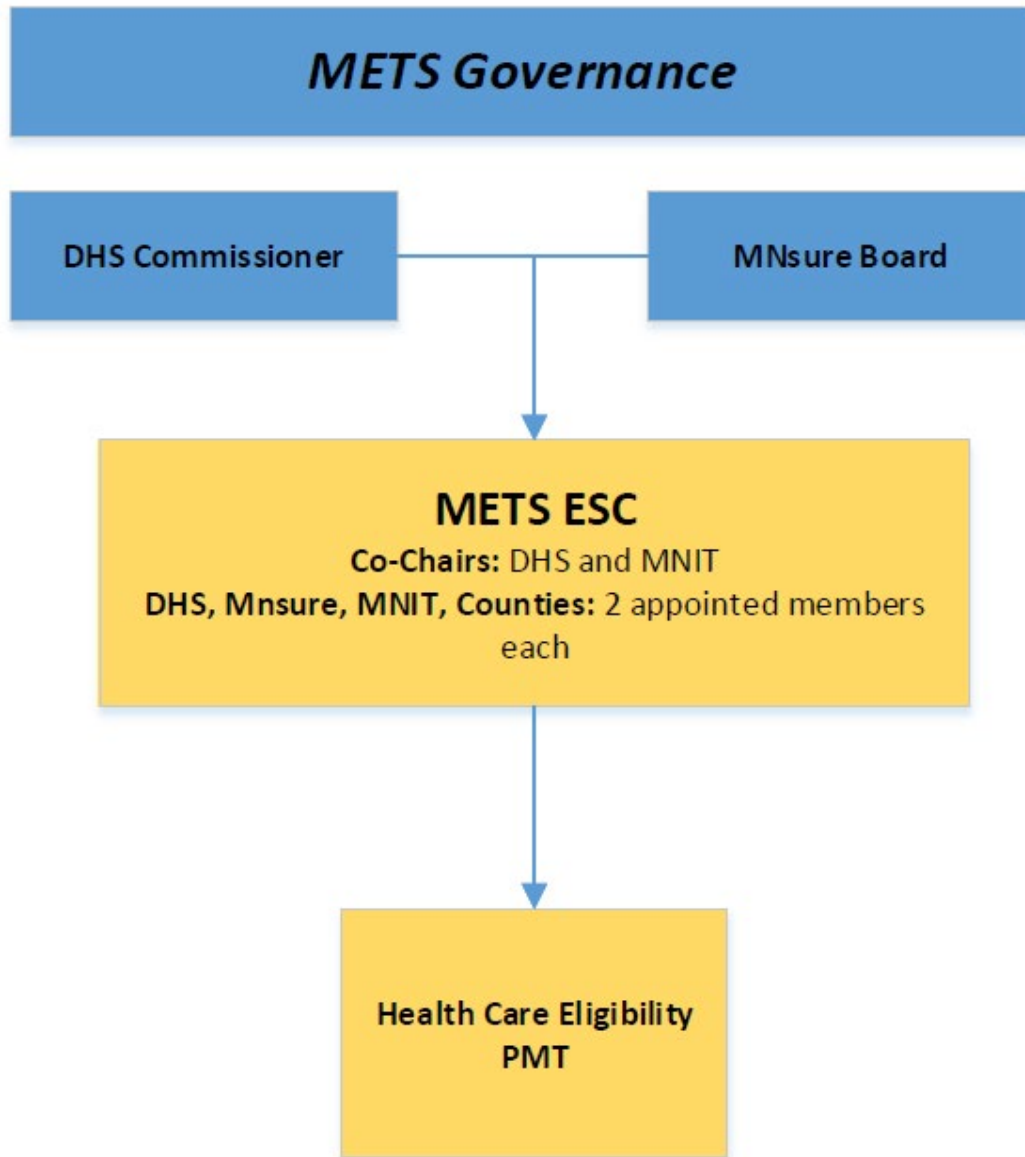
[QA Training](#)

[QA Templates](#)

Revision History

Date	Version	Description	Author
1/18/15	1.0	Initial Draft Version	Greg Poehling
01/08/16	2.0	Initial Production Version	Mark Broberg
06/28/16	3.0	Update for Semi Annual Review	Mary Swanson
12/22/2016	3.1	Semi Annual Review	M Swanson
02/28/2017	4.0	Semi Annual Review	M Swanson
06/12/2017	5.0	Semi Annual Review	M Swanson
01/5/2018	6.0	Semi Annual Review	Mark Broberg

DBApril doc



SLA Appendix C: Application Inventory System Summary – MNsure Local Applications

<u>Application</u>	<u>Description</u>	<u>Hours of Support - M-F</u>	<u>Hours of Support - Holiday</u>	<u>Recovery Time Objective</u>
Calabrio (MNsure)	Records inbound calls to MNsure's contact center	Standard (7am - 5pm)	MNIT Help Desk	Priority 2 - 48 hours
Caspio (MNsure)	Cloud based electronic forms builder and host.	Standard (7am - 5pm)	MNIT Help Desk	Priority 2 - 48 hours
Cloudera	Reporting for MNsure, including web metrics, database reporting and the replicated data store. To date, all reporting is created on an ad hoc basis via technical staff; nothing is automated and little direct access is available to business or policy staff.	Standard (7am - 5pm)	MNIT Help Desk	Priority 2 - 48 hours
Connecture	Connecture provides the QHP plans available on the Exchange. These plans are organized by metal level (bronze, silver, gold, and platinum) with the basic plans corresponding to the bronze level and the least expensive option. The platinum plans are the most expensive and feature rich plans. Individuals are encouraged to consider, out-of-pocket expenses, monthly premiums, historical costs, physician preference and offerings such as smoking cessation, vision coverage, etc.	Standard (7am - 5pm)	MNIT Help Desk	Priority 2 - 5 days

SLA Appendix C: Application Inventory System Summary – MNsure Local Applications

<u>Application</u>	<u>Description</u>	<u>Hours of Support - M-F</u>	<u>Hours of Support - Holiday</u>	<u>Recovery Time Objective</u>
Datapower	Integration and interfaces between MNsure components and other applications. This includes carrier enrollment, document management and archiving, notices and templates, and 2-way interfaces, e.g., MMIS, the federal hub, SWIFT, SMI, etc.).	Standard (7am - 5pm)	MNIT Help Desk	Priority 1 - Immediate
EngagePoint	The EngagePoint SOA Platform serves as the integration hub between the COTS products, as well as the interfaces with external systems that support MNsure.	Standard (7am - 5pm)	MNIT Help Desk	Priority 4 - 30+ days
EP Financials	MNsure application to calculate premiums, generate billings, record payments, and to process collections and risk adjustment	Standard (7am - 5pm)	MNIT Help Desk	Priority 4 - 30+ days
IBM Curam	The eligibility determination application from IBM-Curam begins with a series of questions on residence, income, family size, etc. These questions determine eligibility for government sponsored insurance.	Standard (7am - 5pm)	MNIT Help Desk	Priority 4 - 30+ days
Minnesota Eligibility Technology System (METS)	Worker, citizen, and anonymous shopping portals for MNsure. Functionality provided includes determination of eligibility, individual plan selection, and individual plan enrollment.	24 x 7 x 365	MNIT Help Desk	Priority 4 - 30+ days

SLA Appendix C: Application Inventory System Summary – MNsire Local Applications

<u>Application</u>	<u>Description</u>	<u>Hours of Support - M-F</u>	<u>Hours of Support - Holiday</u>	<u>Recovery Time Objective</u>
MNsire CRM	Track calls coming into the MNsire contact center	Standard (7am - 5pm)	MNIT Help Desk	Priority 3 - 2 weeks (14 days)
SWIFT MNsire	Electronic reporting of SWIFT data for MNsire.	Standard (7am - 5pm)	MNIT Help Desk	Priority 4 - 30+ days

Appendix D: MNSure and MNIT@DHS 2019 Support Procedures

MNIT Support Hours

- Outside of Open Enrollment
 - Core hours for MNIT Tier II (DHS.Tier2@state.mn.us), are 8am-6pm; MASBlue (MASBlue@state.mn.us), can be contacted if issues arise after core hours between 6PM-11PM.
- During Open Enrollment
 - MNIT @ DHS support (MNIT Tier 2) will be available during MNSure contact center open hours plus any carryover time required to log and forward issues that have been reported. On critical deadline days, MNIT Tier II will remain available until MNSure Operations has cleared the call queue. See the link below for the approved schedule for MNSure contact center hours from 11/1/2017 to 1/14/2018:
 - [MNSure Contact Center Hours](#)
- MNSure will notify MNIT of any changes to work schedules that would change the agreed support schedule, and MNIT will notify MNSure of any scheduled maintenance or outage plans that affect MNSure contact center hours.

MNSure and MNIT Points of Contact

- MNIT Tier 2 email. The contact address is DHS.Tier2@state.mn.us MNSure will use this address to:
 - Notify of access issues (unable to login to METS or consumers unable to login), or widespread problems or error messages
 - Provide additional information regarding Magic tickets that have been submitted
 - Follow-up with questions or requests for status updates on Magic tickets, or provide additional information as requested by MNIT Tier 2
- MNIT Tier 2 phone. The contacts are Donna McAulay (651) 431-3197, Melissa Montour (651) 431-3095, and Tenzin Yarphe (651) 431-3057. MNSure will contact Tier 2 directly to:
 - Follow-up on urgent issues that have already been reported on a Magic ticket; MNSure will not use phone contact as a replacement for Tier 2 email.
- MNIT Escalation. The contact is Debra Meier debra.meier@state.mn.us. (651) 431-4451 or (651) 335-8011. MNSure will contact to:
 - Escalate issues prioritized Critical or High that are not being updated or resolved and need immediate attention
- MNSure Ops and Issues contact. The contact is **#Mnsure_Mnsure Operations and Issues Group**. MNIT or Tier 2 will use this address to:
 - Request additional information regarding Magic tickets that have been submitted
 - Notify MNSure of outages or maintenance or other outage plans that will affect METS availability during contact center hours
- MNSure Escalation. The contact is Jo Wright (651) 539-1396 jolene.l.wright@state.mn.us. MNIT will contact to:
 - Resolve any questions about business prioritization of reported issues
 - Report or follow-up on urgent issues
- MNSure Leadership. The contact is **#Mnsure_Mnsure Business Operations Leadership**. MNIT will contact to:
 - Notify or acknowledge Critical issues that are identified, reported or resolved

Issue Logging

- MNSure will log issues in the [Business & Ops Issues Log](#) on SharePoint.
 - MNSure will provide access to the log to MNIT Tier 2 and other MNIT support staff
- MNSure will report production issues via Magic Tickets.
 - MNSure will create Magic Tickets to report METS, Connecture, ESOR, MNEIAM, CRM, FileNet, SharePoint, Caspio, Tridion and MNIT Telecom issues
 - Note: For all MNIT Telecom issues, Tier 2 will create the ticket with the Service Desk, will add the ticket details in the BOPS Log, and will assist MNSure with follow-up as needed
 - MNSure will train sufficient resources to ensure issues are logged as they are received
 - As necessary, MNIT Tier 2 will reach out to the issue reporter via email or to the Ops and Issues mailing list to request additional information regarding Magic tickets that have been submitted
 - As requested information is provided by MNSure to MNIT Tier 2 or the BAs; MNIT Tier 2 or MNIT BAs will add that information into the defect ticket
 - MNIT Tier 2 will escalate all Magic Tickets received by sending emails to the appropriate email groups, including:
 - DHS.Tier2@state.mn.us
 - DHS.Carrier.Team@state.mn.us
 - DHS.MINT@state.mn.us
 - MNEIAM_IAM_TEAM@state.mn.us
 - DHS_MN.ITDHS-OAM_Team@state.mn.us
 - MASBlue@state.mn.us
 - If a reported issue is determined to be a defect, MNIT Tier 2 or the MNIT OAM team will create defect tickets. MNIT Tier 2 will update the MNSure Issue Log with the defect ticket number and will reach out to MNSure to confirm business priority ranking for the defect.
 - MNSure will review defect and provide additional clarifying information if it is necessary
- MNSure will provide follow-up information and update the number of occurrences for a reported issue via email, referencing the Magic Ticket # in the subject line to avoid creating multiple magic tickets

Issue Status Reporting

- MNIT Tier 2 will update the MNSure Issue Log with the status of issues that have been referred via Magic Ticket: ticket number of RTCs and/or JIRAs that have been created, follow-up requests that have been sent to the MNSure OE Ops and Issues contact, escalation to vendors, information regarding issue investigation or resolution, etc.
- MNIT Tier 2 will actively participate in the daily MNSure Issue huddle
 - Review and provide status of issues that have been referred to MNIT including actions taken, MNIT activity, requests for additional information, etc.
 - Assist with providing direction and oversight regarding real-time urgent challenges or barriers
 - Inform of system issues or scheduled events that may impact METS performance or availability
 - Convey urgency and priority of items discussed at the daily huddle to MNIT resources who are working on the reported issue

Issue Response and Resolution

- The Priority MNsure indicates on Magic Tickets and the MNsure Ops Issues Log will be assessed and assigned based on urgency and impact. If a defect is logged in defect tracking tool, this BOPS Log priority will align with defect priority. MNsure will use the following Priority definitions:

Priority Level	Definition	Service Level Goals
<p>Critical</p> <p><i>(MNsure will record the urgency as "High" on the Tier 2 Reporting Form since "Critical" is not available in the drop list)</i></p>	<p>An outage of MNsure enterprise-wide services that affects all users at a main campus, is likely to cause significant financial loss or critical data loss, or seriously impairs regular ongoing work of MNsure as it relates to customers and partners.</p>	<ul style="list-style-type: none"> • Notification or acknowledgment to MNsure Ops Leadership contact within 20 minutes of a Critical issue being identified or reported • Issue resolution within 2 hours and confirmation to MNsure Ops Leadership contact • Conference call with MNsure Ops Leadership contact if issue is not resolved or will not be resolved within 2 hours
<p>High</p>	<p>Substantial impact on MNsure business users or customers and may cause financial or data loss, impairs non-routine work of MNsure as it relates to its customers and businesses, and has no feasible workaround.</p>	<ul style="list-style-type: none"> • Notification or acknowledgment to MNsure Ops and Issues contact within 2 hours of a High issue being identified or reported • Issue analysis and assessment, and update to MNsure within 8 hours
<p>Medium</p>	<p>Limited or confinable impact on business users or customers, minimal work impairment and a reasonable workaround is available.</p>	<ul style="list-style-type: none"> • Notification or acknowledgment to MNsure Ops and Issues contact within 8 hours of a Medium issue being identified or reported • Issue analysis and assessment, and update to MNsure within 2 business days
<p>Low</p>	<p>Insignificant impact on business users or customers, and a known reliable workaround is available.</p>	<ul style="list-style-type: none"> • Notification or acknowledgment to MNsure Ops and Issues contact within 8 hours of a Low issue being identified or reported • Issue analysis and assessment, and update to MNsure within 5 business days



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

A handwritten signature in black ink, appearing to read 'Nathan Clark', written over a horizontal line.

A handwritten signature in black ink, appearing to read 'Johanna Clyborne', written over a horizontal line.

Nathan Clark

Johanna Clyborne

Chief Executive Officer
MNsure

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

A handwritten date '10/29/18' written over a horizontal line.

A handwritten date '10/31/18' written over a horizontal line.

Date of Signature

Date of Signature

Amendment No.5 to Interagency Agreement 167373

Contract Start Date:	October 1, 2019	Original Contract:	\$18,936,000
Original Contract Expiration Date:	<u>9/30/2021</u>	Previous Amendment(s) Total:	<u>\$150,951</u>
Current Contract Expiration Date:	<u>9/30/2021</u>	This Amendment:	<u>\$1,900,029</u>
Requested Contract Expiration Date:	<u>N/A</u>	Total Contract Amount:	<u>\$20,986,980</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-167373 (“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 the budget for the first quarter of fiscal year 2022, which ends on September 30, 2021, the expiration date of the Original Agreement; and
3. DHS and MNsure are willing to amend the Original Agreement as stated below.

Contract Amendment #5

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 5.B “Consideration” is amended as follows:

B. Consideration. Consideration for all services performed by DHS pursuant to this Agreement shall be paid by MNsure in accordance with the allocations set forth in Exhibit A2 Interagency Agreement Budget, as amended, and Exhibit F Interagency Agreement Budget for July 1, 2021 – September 30, 2021, as amended, which ~~is~~are attached and incorporated into this Agreement.

REVISION 2. Clause 5. (D) “Total Obligation” is amended as follows:

D. Total Obligation.

1. **MNsure Business Operations Services.** The total obligation of MNsure for all

compensation and reimbursements to DHS for non-IT related services under this Agreement shall not exceed **two million, six hundred eighty four thousand, and seven hundred ninety two dollars (\$2,684,792)**, ~~two million, three hundred seventy four thousand, and seven hundred ninety two dollars (\$2,374,792)~~, unless otherwise stated in Exhibit A2 Interagency Agreement Budget, as amended, or in Exhibit F Interagency Agreement Budget for July 1, 2021 – September 30, 2021, as amended, or in future Budget amendments.

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 **seventeen million, eight hundred fifty two thousand, and one hundred eighty-eight dollars (\$17,852,188)**, ~~sixteen million, three hundred twelve thousand, and one hundred fifty-nine dollars (\$16,312,159)~~, unless otherwise stated in Exhibit A2 Interagency Agreement Budget, as amended, or in Exhibit F Interagency Agreement Budget for July 1, 2021 – September 30, 2021, as amended, or in future Budget amendments.
3. **Occupancy and IT Support Indirect Costs.** The total obligation of MNsure for all compensation and reimbursements to DHS for occupancy and IT support indirect costs under this Agreement shall not exceed **four-hundred fifty thousand dollars (\$450,000.00)** ~~four hundred thousand dollars (\$400,000.00)~~, unless otherwise stated in Exhibit A2 Interagency Agreement Budget, as amended, or in Exhibit F Interagency Agreement Budget for July 1, 2021 – September 30, 2021, as amended, or in future Budget amendments.

REVISION 3. Clause 5.E “Advance Payments” is amended as follows:

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 A2 Interagency Agreement Budget, as amended, and Exhibit F Interagency Agreement Budget for July 1, 2021 – September 30, 2021, as amended, which ~~is~~are attached and incorporated into 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.

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SIGNATURE PAGE FOLLOWS

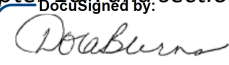
Exhibit F Interagency Agreement Budget for July 1, 2021 – September 30, 2021

<u>Section (i.e. services to be provided)</u>	<u>Basis for Amount Charged</u>	<u>Authorized Representative</u>		<u>Totals</u>
		<u>MNsure / Kari Koob</u>	<u>DHS / Ahna Minge or successor</u>	<u>First Quarter of FY 2022</u>
<u>1.1 Human Resources</u>	<u>Fixed</u>	<u>Dave Rowley</u>	<u>Connie Jones</u>	<u>\$50,000</u>
<u>1.2 Financial Operations</u>	<u>Fixed</u>	<u>Gerald Wood</u>	<u>Joe Jarosz</u>	<u>\$37,500</u>
<u>1.3 Procurement</u>	<u>Fixed</u>	<u>Katie DeGrioChanning</u>	<u>Mike LaValle</u>	<u>\$21,250</u>
<u>1.4 Contracts</u>	<u>Fixed</u>	<u>Katie DeGrioChanning</u>	<u>Song Lyfoung</u>	<u>\$3,750</u>
<u>1.5 Background Studies</u>	<u>Variable</u>	<u>Christina Wessel</u>	<u>Dawn Davis</u>	<u>\$6,250</u>
<u>1.6 Fair Hearing and Appeals</u>	<u>Variable</u>	<u>Katie DeGrioChanning</u>	<u>Steven Collins</u>	<u>\$120,000</u>
<u>1.7 Issuance Operations Center</u>	<u>Variable</u>	<u>Gerald Wood</u>	<u>Joe Jarosz</u>	<u>\$71,250</u>
<u>Total Business Operation Services</u>				<u>\$310,000</u>
<u>2.1 METS System Operations</u>	<u>Variable</u>	<u>Kari Koob</u>	<u>Ahna Minge or successor</u>	<u>\$1,540,029</u>
<u>2.2 METS System Development-QHP</u>	<u>Variable</u>	<u>Kari Koob</u>	<u>Ahna Minge or successor</u>	<u>\$0</u>
<u>Total METS Services</u>				<u>\$1,540,029</u>
<u>3. Occupancy and IT Support Indirect Costs</u>	<u>Fixed</u>	<u>Kari Koob</u>	<u>Marty Cammack</u>	<u>\$50,000</u>
<u>Total Interagency Agreement</u>				<u>\$1,900,029</u>

APPROVED:

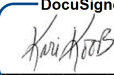
1. STATE ENCUMBRANCE VERIFICATION

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

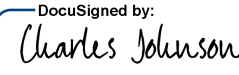
By: 
5457B11AE8BB49D...
Date: 9/30/2021

SWIFT Contract No: IAK 167373

2. MNSure

By with delegated authority): 
F3466CF591CC40D...
Title: CFO
Date: 9/30/2021

3. MN Department of Human Services

By (with delegated authority): 
E336517A7B0D415...
Title: Deputy Commissioner
Date: 10/1/2021

**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 nd -4 th 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
Total Business Operation Services				945,000	1,260,000
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
Total METS Services				4,620,087	5,898,172
3. Occupancy and IT Support Indirect Costs	Fixed	Kari Koob	Marty Cammack	150,000	200,000
Total Interagency Agreement				5,715,087	7,358,172
					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 vacancies¹ determining recruitment options, posting, reviewing candidates re¹umes 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.¹
- 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

¹ 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.