

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

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

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

Proposed Start Date: \_\_\_ / \_\_\_ / \_\_\_

Proposed End Date: \_\_\_ / \_\_\_ / \_\_\_

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

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

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

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

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

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**Contract Coordinator, complete this section:**

SWIFT Vendor # for Other State Agency: H550000000

SWIFT Contract #: IAK % 87413

SWIFT Purchase Order #: 3000000869

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

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

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

THIS INTERAGENCY AGREEMENT, and amendments and supplements, is between the State of Minnesota, acting through its Executive Director of the Minnesota Insurance Marketplace (hereinafter “MNsure”) and the Commissioner of the Minnesota Department of Human Services (hereinafter “DHS”).

**WHEREAS**, MNsure, the state health benefit exchange as described in section 1311 of the federal Patient Protection and Affordable Care Act, Public Law 111-148 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 need of standard, centralized administrative services to enable administrative efficiency;

**WHEREAS**, DHS has access to specialized resources cable 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:

**1. PARTIES’ DUTIES – NON-IT SERVICES.**

**1.1 Human Resources.** DHS shall provide human resource services to MNsure in accordance with the duties, responsibilities, and obligations set forth in Exhibits B and C.

**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 Katie Burns, Deputy Director of Operations, or her successor.

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

**C. Consideration.** Consideration for all human resource services performed by DHS pursuant to this Agreement shall be paid by MNsure at an annual cost of two hundred thousand dollars (\$200,000.00), unless otherwise stated in Exhibit A as amended.

## **1.2 Payroll and Accounts Payable.**

### **A. Scope of Work.** DHS shall:

1. Process bi-weekly employee payroll for MNsure's employees.
2. Process payroll funding corrections to ensure that all salaries are paid from correct funding source.
3. Process other needed payroll adjustments (e.g. retroactive wage increases, changes to claimed sick or vacation).
4. Print and review payroll reports as required by MMB policy.
5. Maintain audit trail for payment documents.
6. Serve as contact for MNsure employees with questions regarding Direct Deposit.
7. Pay vendors, contractors, and agencies upon receipt of approved invoice from MNsure. This includes payments to advisory committee members and premium payments to carriers.
8. Respond to vendors with questions about payments received.
9. Establish blanket encumbrances for certain admin 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.
10. Process EIORs for Accounts Payable purchase types for items such as training, registrations, and room rentals.
11. Process refunds due to previously receipted MNsure payments.
12. Establish vendor numbers in SWIFT for payments when needed.

13. Process Employee Business Expenses.
14. Maintain audit trail for encumbrance and payment documents.

**B. Authorized Representatives.**

- (1) DHS' authorized representative in regards to payroll and accounts payable services is Terri Engel, Accounting Operations Manager, or his/her successor.
- (2) MNsure's authorized representative in regards to payroll and accounts payable services is Jackie Miller, Accounting Director, or her successor.
- (3) Each representative shall have final authority for acceptance of payroll and accounts payable services of the other party and shall have responsibility to insure that all payments due to the other party with respect to payroll and accounts payable services are made pursuant to the terms of this Agreement

**C. Consideration.** Consideration for all payroll and accounts payable services performed by DHS pursuant to this Agreement shall be paid by MNsure at an annual cost of one hundred thousand dollars (\$100,000.00), unless otherwise stated in Exhibit A as amended.

**1.3 Procurement.**

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

1. Swift PO Transactions: DHS shall encumber and dispatch various types of purchase orders as requested by 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 in Filenet, etc.
3. EIOR system services: DHS shall provide training and support for EIOR. This includes granting user access, functioning reporting features based on MNsure requests, proper approval routing, accurate FinDept sources, etc.

4. Agency Buyer Support: Based on commodity, DHS shall support MNSure in the protocol of the procurement process. This includes posting events, coordinating bid events, training in DHS business processes (print buying, Innovative Office Supplies, Multi-Function Devices, and other miscellaneous procurement standards)
5. Receipts and Delivery: DHS shall coordinate the receiving of items for delivery unless direct shipped to MNSure. This will include fulfilling the requirement of completing the SWIFT receipt process and subsequent 3-way match on required commodities. The appropriate profiles will be built in SWIFT for any asset related items per the DHS Fixed Asset Policy.
6. Asset inventory and management: DHS shall coordinate the inventory and management of MNSure fixed assets. This collaborated effort will be in accordance to the upcoming DHS Fixed Asset Policy and Procedures which will outline the process in accordance to State policy.
7. MMB/CAFR asset reporting: DHS shall coordinate the CAFR reporting to be submitted and certified by a MNSure representative. DHS will provide the reporting based on data provided by MNSure and the financials created in SWIFT. This collaborated effort will be in accordance to the upcoming DHS Fixed Asset Policy and Procedures which will outline the process in accordance to State policy.
8. Contracts: DHS' Contracts unit shall enter POs in SWIFT for MNSure and MNSure/DHS related contracts, contingent upon the establishment of MNSure/DHS contract work flow procedures.

**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 Kevin Marsh, Deputy Director of Operations, or his successor.
3. Each representative shall have final authority for acceptance of procurement services of the other party and shall have responsibility to insure that all payments due to the other party with respect to procurement services are made pursuant to the terms of this Agreement

**C. Consideration.** Consideration for all procurement services performed

by DHS pursuant to this Agreement shall be paid by MNsure at an annual cost of one hundred thousand dollars (\$100,000.00), unless otherwise stated in Exhibit A as amended.

#### **1.4 Management Services**

- A. Scope of Work.** DHS shall provide badge security, parking, and space planning services to MNsure.
- B. Authorized Representatives.**
  - 1. DHS' authorized representative in regards to management services is Linda Nelson, Management Services Director, or her successor.
  - 2. MNsure's authorized representative in regards to management services is Kevin Marsh, Procurement Coordinator, or his successor.
  - 3. Each representative shall have final authority for acceptance of management services of the other party and shall have responsibility to insure that all payments due to the other party with respect to management services are made pursuant to the terms of this Agreement
- C. Consideration.** Consideration for all management services performed by DHS pursuant to this Agreement shall be paid by MNsure at an annual cost of twenty five thousand dollars (\$25,000.00), unless otherwise stated in Exhibit A as amended.

#### **1.5 Financial Operations**

- A. Scope of Work.** DHS' Financial Operations Division shall provide support and financial services to MNsure with respect to SWIFT, SEMA4, cost allocation, accounting and technical assistance, and year end close. DHS and MNsure shall work closely together to ensure that necessary information is shared and reporting is complete and accurate. MNsure shall be responsible for all financial responsibilities as detailed in Exhibit D. DHS shall be responsible for:
  - 1. SWIFT security coordination;
  - 2. SWIFT-ER reporting/data services;
  - 3. SWIFT chart of accounts and budget technical assistance;
  - 4. SEMA4 position funding maintenance;
  - 5. SWIFT budget maintenance;

6. Administrative cost allocation technical assistance;
7. Accounts receivable and receipt accounting technical assistance;
8. Federal project / grant accounting services;
9. State grant accounting technical assistance;
10. Fiscal year close technical assistance;
11. State Financial Statement technical assistance; and
12. Federal Single Audit Statement technical assistance.

**B. Authorized Representatives.**

1. DHS' authorized representative in regards to financial operations is Alex Kotze, Chief Financial Officer, or her successor.
2. MNsure's authorized representative in regards to financial operations is Marty Cammack, Chief Financial Officer, or his successor.
3. Each representative shall have final authority for acceptance of financial operations of the other party and shall have responsibility to insure that all payments due to the other party with respect to financial operations are made pursuant to the terms of this Agreement

**C. Consideration.** Consideration for all financial operations performed by DHS pursuant to this Agreement shall be paid by MNsure based on actual direct payroll costs as measured by Time Tracker Code 4007 at an annual not-to-exceed cost of one hundred thousand dollars (\$100,000.00), unless otherwise stated in Exhibit A as amended.

**1.6 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 staff with sufficient user access to the DHS NETStudy 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 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 E.
7. With respect to the Consumer Assistance Partner programs, provide technical assistance to MNsure in any review or appeal requested by a background study subject.
8. Allow DHS access to MNsure data for these purpose including financial information, identity verification, and other relevant data.
9. Developing a process for fraud referrals between DHS and MNsure.

**B. Authorized Representatives.**

1. DHS' authorized representative in regards to background study services is Jerry Kerber, Inspector General, or his successor.
2. MNsure's authorized representative in regards to background study services is Mike Turpin, General Counsel, or his successor.
3. Each representative shall have final authority for acceptance of background study services of the other party and shall have responsibility to insure that all payments due to the other party with respect to background study services are made pursuant to the terms of this Agreement

- C. Consideration.** Consideration for all background study services performed by DHS pursuant to this Agreement shall be paid by the MNsure at a rate of fifteen dollars (\$15.00) per background study at an annual not-to-exceed cost of twenty five thousand dollars (\$25,000.00), unless otherwise stated in Exhibit A as amended.



**1.7 Internal Audits**

**A. Scope of Work.** DHS shall conduct financial, operational, and internal control type reviews for MNsure, including an assessment of hiring, payroll, procurement, and testing eligibility; testing Manual ID proofing, and Small Business Options Program (“SHOP”). DHS will perform reviews according to the MNsure’s Compliance Plan, which is attached and incorporated into this Agreement as Exhibit F.

**B. Authorized Representatives.**

1. DHS’ authorized representative in regards to internal audits is Gary Johnson, Director of Internal Audit, or his successor.
2. MNsure’s authorized representative in regards to internal audits is John Nyanjom, Compliance & Program Integrity Manager, or his successor.
3. Each representative shall have final authority for acceptance of internal audit services of the other party and shall have responsibility to insure that all payments due to the other party with respect to internal audit services are made pursuant to the terms of this Agreement

**C. Consideration.** Consideration for all internal audit services performed by DHS pursuant to this Agreement shall be paid by MNsure based on actual audit hours and DHS’ standard quarterly cost allocation process for internal audits at an annual not-to-exceed cost of one hundred thousand dollars (\$100,000.00), unless otherwise stated in Exhibit A as amended.

**1.8 Fair Hearing and Appeals**

**A. Scope of Work.** DHS shall provide fair hearing appeal adjudication services to MNsure as described in Exhibit E, which is attached and incorporated into this Agreement.

**B. Authorized Representatives.**

1. DHS’ authorized representative in regards to fair hearing appeal adjudication services is Darwin Lookingbill, Appeals Division Director, or his successor.
2. MNsure’s authorized representative in regards to fair hearing appeal adjudication services is Jessica Kennedy, Appeals Manager, 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 at an annual not-to-exceed cost of five hundred forty thousand dollars (\$540,000.00), unless otherwise stated in Exhibit A as amended.

**D. Attorney General Representation for MNsure DHS Appeals.**

1. DHS and MNsure shall collaborate regarding shared and separate legal representation from the Minnesota Office of Attorney General ("AGO")
2. MNsure shall not make legal proceeding decisions that have financial implications for DHS.
3. MNsure shall share information with DHS prior to sharing information with the AGO.
4. DHS' authorized representative in regards to AGO communications is Gregory Gray, Chief Compliance Officer, or his successor.
5. MNsure's authorized representative in regards to AGO communications is Jessica Kennedy, Appeals Manager, or her successor.

**1.9 Health Care Eligibility Operations**

**A. Application Administration of Unassisted Qualified Health Plans (QHP).** When applicable, DHS' Health Care Administration shall:

1. Receive and enter paper applications into the system (using county partners when appropriate).
2. Ensure an eligibility determination is made for paper applications.
3. Provide customer service regarding eligibility determinations.
4. Refer all enrollees with a QHP result to MNsure for manual enrollment.
5. Regularly update MNsure on status of applications and administration necessary for MNsure oversight.

6. Provide all policies and procedures related to the above duties to MNsure. If MNsure has any issues with the policies or procedures, they will communicate with DHS and provide an explanation. The two groups will work together to resolve any differences.
  7. Assist with MNsure clients via the walk-in cashier window including collecting first month's premium and taking payments.
  8. Maintain a team of staff to troubleshoot system issues affecting individual cases, which can benefit QHP financial and non-financial eligible clients.
- B. **Consideration.** With respect to subheading A of this Section, MNsure shall pay DHS for activities performed in support of eligibility determinations for QHP unassisted cases at an annual not-to-exceed cost of three hundred thousand dollars (\$300,000.00), unless otherwise stated in Exhibit A as amended.
- C. **Compliance (Testing and Oversight):** DHS and MNsure shall work together — and with MN.IT Services (as appropriate) — on testing eligibility determinations with each agency focusing on its own programs by:
1. Designing and executing testing of eligibility determinations.
  2. Developing oversight and monitoring protocols for the Consumer Assistance Partner community.
  3. Developing oversight and monitoring protocols for the DHS Receipts Center.
  4. Performing fraud or other investigations, as needed.
- D. **Eligibility and Enrollment Roles and Responsibilities**
1. The Parties shall carry out the roles and responsibilities set forth in Exhibit G, which is attached and incorporated into this Agreement.
  2. DHS and MNsure shall jointly draft and maintain notice templates related to enrollment in or eligibility for Medical Assistance (MA) and MinnesotaCare (MCRE).
  3. MNsure and DHS, for their respective programs, shall update and maintain the Insurance Affordability Programs Manual and all necessary forms needed for eligibility determinations and maintenance of MA, MinnesotaCare, and Subsidized QHP.

## **E. Training**

1. DHS shall develop and maintain training materials for Medical Assistance (MA), MinnesotaCare and subsidized Qualified Health Plan (QHP) Advance Premium Tax Credits (APTC), and maintain training introduction courses which they initially developed.
2. DHS shall train state, county, and tribal human services agency staff on eligibility for MA, MinnesotaCare and subsidized QHP (APTC).
3. DHS shall manage training course loading and maintenance, user registration, and related duties for online MNSure-specific training provided to DHS and county staff.
4. DHS and MNSure shall communicate and coordinate on training issues of mutual interest.
5. DHS and MNSure shall review resources dedicated to development and provision of training, inform each other of changes and developments that could impact training and provide feedback on training materials.

## **F. Call Center - Minnesota Health Care Programs**

1. The *MNSure Contact Center* shall, for non-QHP calls, provide high-level information to existing and potential MHCP enrollees. Calls that require more detailed information or assistance will be transferred to the appropriate DHS Call Center to handle.
2. The *MNSure Contact Center* will provide a “warm transfer” when MNSure call volumes allow, otherwise an educated transfer or chat will be utilized.
3. The MNSure Contact Center shall refer MHCP enrollees requesting a life event change or enrollment/eligibility into another public program to their county or MinnesotaCare worker.
4. *DHS Member Help Desk* will:
  - a. Answer all calls from MA and MinnesotaCare members related to MHCP programs, how to apply, coverage/benefits, claims, accessing services, and notices.
  - b. Answer general questions about MNSure.
  - c. Refer MHCP members to their county or MinnesotaCare caseworker as appropriate.
  - d. Refer QHP calls to MNSure.

e. Act as a liaison between the MNSure Contact Center, MinnesotaCare Contact Center, and Member Help Desk.)

5. *DHS Health Care Eligibility Operations Contact Center* will:
  - a. Provide consumers with the status of their MinnesotaCare, Medical Assistance and subsidized QHP cases.
  - b. Explain MinnesotaCare, Medical Assistance and Subsidized QHP guidelines to consumers.
  - c. Act on changes reported by consumers enrolled in MinnesotaCare and Medical Assistance.
  - d. Discuss and attempt to resolve escalated issues or complaints with program consumers.

**F. Authorized Representative**

1. DHS' authorized representative in regards to consumer assistance partner services is Nathan Moracco, Health Care Administration Assistant Commissioner, or their successor.
2. MNSure's authorized representative in regards to consumer assistance partner services is Katie Burns, Deputy Director of Operations, Chief Financial Officer, or her successor.
3. Each representative shall have final authority for acceptance of consumer assistance partner services of the other party and shall have responsibility to insure that all payments due to the other party with respect to consumer assistance partner services are made pursuant to the terms of this Agreement.

**1.10 Receipts Center**

**A. Scope of Work.** DHS shall provide Standard Receipt Center receipting services for MNSure's SHOP and Qualified Health Plans ("QHP") programs. DHS shall provide standard federal funds management services, including federal draws via federal Payment Management System and associated reporting and reconciliation.

**B. Authorized Representatives.**

1. DHS' authorized representative in regards to receipt center services is Don Mulgrew, Receipt Center Supervisor, or his successor.
2. MNSure's authorized representative in regards to receipt center services is Jackie Miller, Accounting Director, or her successor.
3. Each representative shall have final authority for acceptance of receipt center services of the other party and shall have responsibility to insure that all payments due to the other party with respect to receipt center services are made pursuant to the terms of

this Agreement

- C. **Consideration.** Consideration for all receipt center services performed by DHS pursuant to this Agreement shall be paid by MNsure based on actual MNsure service utilization multiplied by the current applicable Receipt Center rate at an annual not-to-exceed cost of two hundred thousand dollars (\$200,000.00), unless otherwise stated in Exhibit A as amended.

**1.11 Issuance Operations Center.**

- A. **Scope of Work.** DHS shall provide Standard Issuance Operations Center print, mail services for MNsure's QHP program.

- B. **Authorized Representatives.**

1. DHS' authorized representative in regards to issuance operation services is Lane Gerber, Issuance Operations Center Supervisor, or his/her successor.
2. MNsure's authorized representative in regards to issuance operation services is Jackie Miller, Accounting Director, or her 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

- C. **Consideration.** Consideration for all issuance operation services performed by DHS pursuant to this Agreement shall be paid by MNsure based on actual MNsure service utilization multiplied by the current applicable Issuance Operations Center rate at an annual not-to-exceed cost of two hundred fifty thousand dollars (\$250,000.00), unless otherwise stated in Exhibit A as amended.

**2. PARTIES' DUTIES – IT SERVICES.**

**2.1 Standard IT Support**

- A. **Scope of Work.** DHS shall provide standard IT support services for MNsure as defined and authorized in the FY2015 current MNsure/MN.IT@DHS service level agreement

- B. **Authorized Representatives.**

1. DHS' authorized representative in regards to IT support services is Tom Baden and Alex Kotze, Chief Information Officer and

Chief Financial Officer, or their successor.

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

**C. Consideration.** Consideration for all IT support services performed by DHS pursuant to this Agreement shall be paid by MNsure at an annual cost of three hundred seventy-five thousand dollars (\$375,000.00), unless otherwise stated in Exhibit A as amended.

## **2.2 MNsure System Support**

**A. Scope of Work.** DHS through its MN.IT@DHS shall be the technical lead for federally approved MNsure technology projects as defined and authorized in the FY2015 MNsure/MN.IT@DHS service level agreement.

1. The MNsure system development and operations shall be managed collaboratively by MNsure and DHS.
2. Any MN.IT development work shall be detailed and priced separately from this Agreement.
3. Any additional work beyond the service level agreement referenced above shall require an amendment to this Agreement including fiscal considerations associated with the change.

**B. Authorized Representatives.**

1. DHS' authorized representative in regards to MNsure System Support services is Tom Baden and Alex Kotze, Chief Information Officer and Chief Financial Officer, or their successor.
2. MNsure's authorized representative in regards to MNsure System Support services is Marty Cammack, Chief Financial Officer, or his successor.
3. Each representative shall have final authority for acceptance of MNsure System Support services of the other party and shall have responsibility to insure that all payments due to the other party with respect to MNsure System Support services are made pursuant to the terms of this Agreement

C. **Consideration.** Consideration for all MNsure System Support services performed by DHS pursuant to this Agreement shall be paid by MNsure based on actual direct payroll costs as measured by Time Tracker Code 4005 multiplied by 47.2% (the MNsure/CCIIO Grant share) at an annual not-to-exceed cost of two million one hundred twenty-four thousand dollars (\$2,124,000.00), unless otherwise stated in Exhibit A as amended.

1. Consideration for all standard IT support services performed by DHS pursuant to this Agreement shall be paid by MNsure at an annual not-to-exceed cost of ninety-four thousand dollars (\$94,000.00), unless otherwise stated in Exhibit A as amended.

3. **CONSIDERATION AND TERMS OF PAYMENT**

A. **Consideration.** Consideration for all services performed by DHS pursuant to this Agreement shall be paid by the MNsure in accordance with the allocations set forth in Clause 1 “DHS’ DUTIES” of this Agreement and Exhibit A, which is attached and incorporated into this Agreement.

B. **Terms of Payment.** Payment shall be made by the MNsure on a quarterly basis within fifteen (15) 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.

C. **Total Obligation.**

1. **Non-IT Services.** The total obligation of MNsure for all compensation and reimbursements to DHS for non-IT related services under this Agreement shall not exceed **one million nine hundred forty thousand dollars (\$1,940,000.00)**.

2. **IT Services.** The total obligation of MNsure for all compensation and reimbursements to DHS for IT related services under this Agreement shall not exceed **two million five hundred ninety three thousand four hundred dollars (\$2,593,400.00)**.

4. **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.

5. **TERMS OF AGREEMENT.** This Agreement shall be effective on **July 1, 2014**, without regard to the Execution Date of this Agreement, and shall remain in effect through **June 30, 2015**, 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.**

6. **CANCELLATION.** This Agreement may be canceled by the MNsure or DHS at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, the DHS shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.
7. **ASSIGNMENT.** Neither the DHS nor the MNsure 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 not be effective until executed by the same parties who executed the original agreement, or their successors in office.
  - A. In the event of an emergency, MNsure's and DHS' Chief Financial Officers 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 Clause 8 above within a reasonable time after the emergency.
9. **LIABILITY.** The DHS and the 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.
10. **INFORMATION PRIVACY PROTECTION.**

For purposes of executing its responsibilities and to the extent set forth in this Agreement, the DHS will be considered part of the "welfare system," as defined in Minnesota Statutes §13.46, subdivision 1. The DHS's employees and agents will have access to private or confidential data maintained by MNsure to the extent necessary to carry out DHS's and MNsure's respective responsibilities under this Agreement. The DHS and MNSURE agree to comply with all relevant requirements of the Minnesota Government Data Practices Act (hereinafter "Data Practices Act," Minnesota Statutes, Chapter 13) in providing services under this Agreement. Gregory Gray (DHS'S employee or agent) or his/her successor is the responsible authority in charge of all data collected, used, or disseminated by the DHS in connection with the performance of this Agreement. Mike Turpin (MNsure's employee or agent) or his/her successor is the responsible authority in charge of all da-

ta collected, used, or disseminated by the MNSure in connection with the performance of this Agreement. See Minnesota Statutes section 13.46, subdivision 10.

*Duty to ensure proper handling of data:* DHS and MNSure shall be responsible for training their respective employees who are authorized to access and use the data collected under the terms and for the purposes specified in this Agreement. This responsibility includes ensuring that staff is properly trained regarding:

1. The Minnesota Government Data Practices Act (MGDPA), Minnesota Statutes Chapter 13, and in particular, §13.46 (“welfare data”);
2. The Minnesota Health Records Act, Minn. Stat. §§144.291-144.298;
3. Federal law and regulations that govern the use and disclosure of substance abuse treatment records, 42 USCS § 290dd-2 and 42 CFR § 2.1 to § 2.67;
4. The Health Insurance Portability Accountability Act (“HIPAA”), 45 CFR Parts 160 and 164 (if applicable);
5. Electronic Health Records (as governed by Health Information Technology for Economic and Clinical Health Act (HITECH), 42 U.S.C. §§ 17921(5) and 17931; and
6. Any other applicable state and federal statutes, rules, and regulations affecting the collection, storage, use and dissemination of private or confidential information.

*Minimum necessary access to data:*

The DHS and v shall comply with the “minimum necessary” access and disclosure standards set forth in the Data Practices Act. The dissemination of “private” and/or “confidential” data on individuals is limited to “that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government.” See Minnesota Statutes, §13.05, subd. 3.

*DHS and MNSURE shall:*

- (1) Not use or further disclose the information other than as permitted or required by this Agreement or as required by law;
- (2) Use appropriate safeguards to prevent use or disclosure of the information by its employees other than as provided for by this Agreement;
- (3) Report any use or disclosure of the information not provided for by this Agreement of which it becomes aware;
- (4) Consistent with this Agreement, ensure that any agents (including contractors and subcontractors), analysts, and others to whom it provides private or confidential data, agree to be bound by the same restrictions and conditions that

apply to them with respect to such information;

- (5) Upon completion, expiration or termination of this Agreement, return or destroy all protected information received from the other agency, unless return or destruction is not feasible. If return or destruction is not feasible, each agency will extend the protections of this Agreement to the information collected during the course of this Agreement.

Release of data

No private or confidential data created, collected, received, stored, used, maintained or disseminated in the course or performance of this Agreement will be disseminated except as authorized by statute, either during the period of this Agreement or hereafter. Each party shall be independently responsible for compliance with any requirements of the Health Insurance Portability Accountability Act ("HIPAA," 45 CFR §§160 and 164), and neither party will be liable for any violation of any provision of HIPAA 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 DHS and MNsure agree that each is independently responsible for complying with the Minnesota Data Practices Act, Minnesota Statutes Chapter 13, and that each party will be responsible for its own acts and those of its employees and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party or its employees, or the results thereof.

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

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

APPROVED:

**1. STATE ENCUMBRANCE VERIFICATION**

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

By: C. J. [Signature]

Date: 1-27-15

SWIFT Contract No: IAC/1087413

SWIFT PO #: 3000000809

**2. DHS**

By: [Signature]

Title: Deputy Commissioner

Date: Nov. 13, 2014

**3. MNSURE**

By: Kathrine Burn  
*With delegated authority*

Title: Chief Operating Officer

Date: 11/14/14

Distribution:

MNSure – Original (fully executed) contract

DHS

Contracting, Procurement & Legal Compliance, Contracts Unit- #0941

**EXHIBIT A – FY 2015 Interagency Agreement Budget**

II.A Section (i.e. service provided)	Basis for Amount Charged	Maximum Charge Amount		Authorized Representative	
		Original	As Amended	MNsure / Marty Cammack	DHS / Alex Kotze
<b>Non-IT Services</b>					
1.1 Human Resources	Fixed 30150	200,000	200,000	Katie Burns	Connie Jones
1.2 Payroll & Accounts Payable	Fixed 30150	100,000	100,000	Jackie Miller	Terri Engel
1.3 Procurement	Fixed 30150	100,000	100,000	Kevin Marsh	Mike LaValle
1.4 Management Services	Fixed 30150	25,000	25,000	Kevin Marsh	Linda Nelson
1.5 Financial Operations	Variable 30150	100,000	100,000	Marty Cammack	Alex Kotze
1.6 Background Studies	Variable 30350	25,000	25,000	Mike Turpin	Jerry Kerber
1.7 Internal Audits	Variable 30300	100,000	100,000	John Nyanjom	Gary Johnson
1.8 Appeals	Variable 30350	540,000	540,000	Jessica Kennedy	Darwin Lookingbill
1.9 Health Care Administration - QHP unassisted	Fixed 30250	300,000	300,000	Katie Burns	Nathan Moracco
1.10 Receipts Center	Variable 30250	200,000	200,000	Jackie Miller	Don Mulgrew
1.11 Issuance Operations Center	Variable 30250	250,000	250,000	Jackie Miller	Lane Gerber
<b>Total Non-IT Services</b>		<b>1,940,000</b>	<b>1,940,000</b>		
<b>IT Services</b>					
2.1 Standard IT Support (to MNsure employees)	Fixed 30150	375,000	375,000	Marty Cammack	Tom Baden/Alex Kotze
2.2 Mnsure System Support (by @DHS employees) * Direct Payroll Costs (up to \$4,500,000) * Standard IT support charge (\$200,000)	Variable Fixed 30510	2,124,000 94,400	2,124,000 94,400	Marty Cammack	Tom Baden/Alex Kotze
<b>Total IT Services</b>		<b>2,593,400</b>	<b>2,593,400</b>		
Total Interagency Agreement		4,533,400	4,533,400		

## **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.

## EXHIBIT C – HR Service Level Agreement

### **DHS Human Resources Responsibilities:**

DHS will provide the following level of service:

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

### **MNsure's Responsibilities:**

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

MNsure is responsible for completing the following human resource actions:

#### ***Benefits Administration***

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

#### ***Training***

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

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

### ***Policies and Procedures***

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

### ***Position Descriptions***

- All positions have position descriptions that are updated at least every three years.
- Position descriptions are consistent with employees' actual job duties and include a listing of essential functions under the ADA.

### ***Employee Performance Management***

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

## **EXHIBIT D - On-going MNSure Financial Responsibilities**

Apart from DHS' duties and obligations under Clause 1.5 "Financial Operations" of this Agreement, MNSure shall perform and remain responsible for the following activities:

1. Management of overall MNSure finances and operating budget with the federal government, Minnesota Management and Budget (MMB) and the MNSure Board of Directors.
2. Reconciliation of MNSure-related legislative actions to MMB Fund Balance Statements; reconciliation of MNSure Enterprise Fund activity to MMB Financial Statements (CAFR).
3. Administration of federal grant applications and awards, including coordination with DHS federal APD projects and associated MnSure/DHS cost sharing.
4. Administration of federal fiscal reporting requirements; responses to data requests from federal agencies and /or auditors.
5. Management SWIFT Agency H60 (MNSure) chart of accounts, budget structure, and budget / commitment control.
6. Coordination with MMB Executive Budget Officer (s) assigned to MNSure; authorization of SWIFT Agency H60 (MNSure) appropriation transfers and cash flow assistance.
7. Forecasting MNSure premium withhold revenue; budgeting and accounting for premium withhold revenue, including invoicing process.
8. Accounting for and reconciliation of MNSure premium pass-through activity within SWIFT and with the MNSure System (as applicable).
9. Contract management, including legal/attorney function and SWIFT processes (professional technical contracts and grant contracts)
10. Ensuring timely, policy compliant, SEMA4 Employee Self-Serve Timesheet completion and supervisory approvals; and associated employee Business Expense approvals.
11. Ensuring MNSure's SEMA4 Department ID structure and SEMA4 position funding records are maintained consistent with the current organization structure and available funding.
12. Initiation and approval of E-1768 personnel transaction, including completion of the Funding Tab when required.
13. Initiation and approval of EIOR commodity purchases, including the Fund Approver role.
14. Approval of special expenses requests and employee business expenses (e.g. travel).

15. Approval of vendor/interagency invoices for payment; timely delivery of approved invoices to DHS Accounts Payable.
16. Maintaining current SWIFT vendor file and SWIFT customer file so payments and 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 sending plan, accounts receivable, financial statement accruals, encumbrances at fiscal year close, CAFR, federal Single Audit Schedules, etc.
19. Updating of Biennial Budget System (a.k.a BPAS), including budget maintenance, narratives and fiscal pages.
20. Coordination of MNsure technology system related fiscal notes/assumptions with DHS Budget Analysis Division.
21. Administration of interagency agreements with DHS.

## **EXHIBIT E - 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, paralegal, support staff, and a supervisor human services judge.
- B. Submit to MNSure bi-weekly project plan updates.
- D. Adjudicate, including issuing final orders of eligibility determinations, all MNSure eligibility appeals, provided, DHS may, in its discretion, subcontract with the Office of Administrative Hearing (OAH) to provide these services.
- E. Manage the intake of all MNSure eligibility appeals.
- F. Provide redaction of a representative sample of final decisions to be publically posted, provided, DHS may, in its discretion, subcontract with OAH to provide these services.
- G. Upon request, send all correspondence regarding MNSure eligibility appeals to the parties, including, but not limited to, an acknowledgement of receipt of appeal requests, hearing notices, and decisions, provided, DHS may subcontract with OAH.
- H. Submit measurable reports, as agreed upon, to MNSure.
- I. Investigate and respond to all complaints received pertaining to DHS's handling of MNSure appeals and respond to complainant, copying MNSure's Authorized Representative.

**2. MNSure Duties:** MNSure Shall:

- A. Provide the consultation, coordination, and directive services of a full time MNSure Appeals Manager.
- B. Provide the design for public interfacing for MNSure eligibility appeals.
- C. Pay DHS in accordance with Clause I; and coordinate with DHS on direct charging for salaries utilizing for the following staff: human services judges, paralegal, support staff, and a supervisor human services judge. The direct charging for these staff will follow an agreed upon process for direct charging of staff through SEMA4 and will cover the time period from hire until a mutually agreed upon date to be determined prior to July 1, 2014. If no date for which direct charge will cease is amended into this Agreement prior to July 1, 2014, direct charge will only cover the time period through June 30, 2015.

**EXHIBIT E - Fair Hearing and Appeal Services**  
**STATEMENT OF WORK**

**I. DHS Tasks.**

1. 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, provided, DHS may subcontract with OAH. 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.

2. Project Plan.

DHS will submit **bi-weekly** project plans to MNSure until June 30, 2015 or a later agreed upon date. MNSure will provide DHS with a template project plan to be populated, beginning one week after the final execution of this Agreement or upon a later date, if determined by MNSure's Authorized Representative. MNSure's Authorized Representative will be made available for assistance in developing and updating said project plan, upon request.

3. Adjudication.

DHS will adjudicate all MNSure eligibility appeals, provided, DHS may subcontract with the Office of Administrative Hearings (OAH) on:

- 3.1 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) (2013); 45 C.F.R. § 155.330 (2013); and 45 C.F.R. § 155.335 (2013);
- 3.2 Any MNSure determination of eligibility for and level of Advanced Payment Tax Credit (APTC), and eligibility for and level of Cost Sharing Reductions (CSR), including redeterminations in accordance with 45 C.F.R. § 155.305 (f)-(g) (2013); 45 C.F.R. § 155.330 (2013); and 45 C.F.R. § 155.335 (2013);
- 3.3 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) (2013) and 45 C.F.R. § 155.710 (e) (2013);

- 3.4 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 (2013);
- 3.5 Any MNSure determination to deny a request to vacate an appeal dismissal made pursuant to these rules by MNSure in accordance with 45 C.F.R. § 155.530(d)(2) (2013);
- 3.6 Any failure by MNSure to provide timely notice of an eligibility determination in accordance with 45 C.F.R. § 155.310 (g) (2013), 45 C.F.R. § 155.330 (e)(1)(ii) (2013), 45 C.F.R. § 155.335 (h)(ii) (2013), 45 C.F.R. § 155.610 (i) (2013) or 45 C.F.R. § 155.715 (e)-(f) (2013); and
- 3.7 In response to a notice sent by MNSure under 45 C.F.R. § 155.310 (h) (2013), 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.

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 written recommended decision;
- A telephone hearing, a videoconference hearing, or an in-person hearing, when required;
- A prehearing conference, if deemed necessary by the presiding judge;
- A scheduling order;
- A MNSure Order issued on behalf of the MNSure Board;
- Digital recording of the hearing;
- Language interpretation and translation services, where requested, provided, assistance from MNSure in exploring options for providing in-person interpretation when requested; and
- Compliance with all MNSure policies and procedures.

#### 4. Intake and Finalization

DHS will provide, at minimum, daily monitoring of the designated EDMS folder to check for new appeals forms and 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 appeal. If DHS subcontracts the appeal to OAH, it should transfer the appeal request form and eligibility records to OAH in a manner agreed upon in the subcontract. MNSure reserves the right to review appeal requests and informally resolve them internally.

If an appeal request arrives at DHS directly, DHS will record the date of arrival and contact MNSure's Authorized Representative for automated filing. If DHS receives an appeal request directly, it will enter the appeal request into the electronic appeal form available via the internet.

DHS will input the eligibility records received from MNSure and/or the appellant into the CMS or records management system. DHS is responsible for ensuring accumulation of the appeal record and its comprehensive retention, including the digital recording of the hearing.

Upon final order, DHS will input the entire Appeal record into the designated EDMS folder for MNSure to maintain.

5. Redaction

DHS will 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 and specified in the Project Plan.

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.

6. Sending and Maintaining Correspondence

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, provided, DHS may subcontract with OAH to perform these services. All correspondence related to MNSure appeals will use letterhead approved by MNSure's Authorized Representative, and will use the appropriate MNSure appeals correspondence template. **Correspondence that must be mailed in a "timely" manner will be sent on or before 10(ten) business days. Final Orders will be mailed within 1 (one) business day of finalization and always within 90 (ninety) days of receipt of request, as administratively feasible. Dismissals of expedited appeals and final Orders of expedited appeals will be sent within the timeframes as determined by the Secretary of the United States Department of**

**Health and Human Services.** 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). DHS will investigate all returned MNSure appeals correspondence, and notify MNSure's Authorized Representative of all returned MNSure appeals and their respective resolutions within three business days of return. To the extent that DHS subcontracts the adjudication of certain appeals to OAH, OAH will be responsible for complying with the foregoing terms.

7. Reporting

DHS will submit to MNSure's Authorized Representative, **biweekly** reports to measure various metrics pertaining to MNSure appeals, including, but not limited to, number of appeals; number of hearings; timeliness or pending appeals; timeliness of finalized appeals; caseloads; requests for reconsideration, and any metrics measured by state and/or federal reporting needs or audits.

8. 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.

9. Invoicing

DHS will submit to MNSure's Authorized Representative, **quarterly** itemized invoices unless otherwise stated in this Agreement.

II. **MNSure Tasks.**

1. Consultation, Coordination, and Direction

MNSure shall employ and provide a full-time MNSure Appeals Manager to consult, coordinate, and direct services under this Exhibit E. The MNSure Appeals Manager will coordinate the efforts of the parties under this Agreement; organize weekly 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 and OAH. In the absence of the MNSure Appeals Manager (e.g., vacation), an interim replacement will be identified.

2. 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.

3. Payment

MNsure will pay DHS and OAH 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.

**EXHIBIT F - MNSURE COMPLIANCE PLAN**  
**MNsurre-DHS Resource Sharing**

Business Function/Area	Description	Shared	MNsurre	DHS	MN.IT	Comments
Eligibility-test cases	<p>Eligibility determinations are made on a common platform- the MNsure COTS. The primary testing approach will be the use of test cases (similar to user acceptance testing) and PERM/MECQ type testing. Reviewing the manual ID proofing will also necessary.</p> <p>Includes eligibility for the following:</p> <ol style="list-style-type: none"> <li>1. Medicaid (MA) and CHIP</li> <li>2. MNCRE (BHP)</li> <li>3. QHP - Subsidized</li> <li>4. QHP- Unsubsidized</li> <li>5. Catastrophic</li> <li>6. Employer</li> </ol>	X	480	320		<p>Assumptions:            20 Medicaid/MNCRE and 30 QHP (Subsidized/Unsubsidized/Individual/Employer/Employee) test cases per quarter or release, at 2 hour per test case  <u>Update February 2014:</u> Because of system limitations and their impact on eligibility, the number and complexity of test cases will need to be expanded beyond the minimum set by CMS            40 Medicaid/MNCRE and 60 QHP</p>
Eligibility-PERM/MECQ type testing	<p>CMS-required testing. Randomly selection samples of approved and denied determinations for manual reperformance.</p>		440	440		<p>Assumptions:            200 PERM/MECQ testing @ 2 hour per test and 40 hours planning, supervision, and report writing  <u>Update February 2014:</u> Because of system limitations and their impact on eligibility, the size of the sample will need to be expanded. In addition, an effort will need to be made to identify manual eligibility determinations. Here it is proposed that the sample size for public programs be doubled and an equivalent number of QHP cases be added.</p>

Business Function/Area	Description	Shared	MNsurre	DHS	MN.IT	Comments
Eligibility- Manual ID proofing	Customers that fail online verification must undergo manual ID proofing. Typically this involves providing a copy of a government issued ID (driver's license, state ID, passport)	X	60	60		200 Manual ID account verifications or 5 % of total Manual ID verifications whichever is larger @ 30 minutes per review and 20 hours planning, supervision, and report writing. Equally divided between MNsure and DHS
Enrollment	Includes enrollment for the following: 1. Medicaid (MA) and CHIP 2. MNCRE (BHP) 3. QHP - Subsidized 4. QHP- Unsubsidized 5. Catastrophic 6. Employer		400			Covered under eligibility testing. Note that Medicaid/MA/MNCRE enrollment occurs on DHS systems. <b>Update February 2014:</b> Because of system limitations many customers have had to be manually enrolled. Here the suggestion is to test the enrollment (e.g. trace back to an eligibility determination) of those manually enrolled. Suggested sample size 200 for QHP @2 hours per case.
SHOP	Include eligibility and enrollment of employers and employees.					Covered under eligibility and enrollment testing

Business Function/Area	Description	Shared	MNsurre	DHS	MN.IT	Comments
Finance- Budget/Accounting	<p>MNsurre premium processing will be unique to MNsurre- DHS will not have an identical premium collection/payment process. The closest DHS will come to a similar premium processing is with MNCRE.</p> <p>Includes</p> <ol style="list-style-type: none"> <li>1. Billing clients and collection from clients</li> <li>2. Processing customer payments (cash, check, credit card) - includes use of DHS Cash Receipts Center</li> <li>3. Payment of collected premiums to insurance carriers</li> <li>4. Refunds to customers</li> <li>5. Payment of MNsurre purchases</li> <li>6. Payroll processing</li> <li>7. Reconciliation of premium processing between customers, IRS, and insurance customers</li> </ol>		310			<p>Assumptions:</p> <ol style="list-style-type: none"> <li>1. For billing, processing payments, refunds- selecting a sample of 50 customers and test billing, payment processing, and refunds @ 1 per case plus 30 hours planning, supervision, and report writing.</li> <li>2. Payments to carriers and reconciliation of premium processing (834/820 etc.) estimate 40 hours</li> <li>3. Payroll processing: 15 employees @ 30 minutes per test plus 10 hours planning, supervision, and report writing</li> </ol> <p><b>Update February 2014:</b> Because of system limitations the enrollment process had limited functionality. This resulted in many workarounds including manual process of enrollments. Consequently, the sample sizes should be significantly increased to match the increased risk in this area. Sample size for customer billing, premium processing should be 200. Refund testing should be 50 refunds. Because of the large number additional employees added at short notice and the complicated time schedules, test at least 30 employees.</p>
Information Technology- General Controls	<p>Primarily involves general IT controls. We will need to work with Pete Frank and Mark Mathison to determine who will update current documentation and oversee testing of IT controls especially security controls.</p> <p>Design and perform substantive tests in areas such as eligibility. Testing to begin concurrent with open enrollment.</p> <p>Documentation of the MARS-E, SSP, and SPR has begun as part of go-live certification. Updates and testing will continue during open enrollment.</p>	X			100	Likely to be done by an outside vendor?

Business Function/Area	Description	Shared	MNSure	DHS	MN.IT	Comments
Legal-Data Privacy	Involves the publication of data privacy policies and enforcement of these policies. This also includes review of separation of duties in the roles in use for the COTS application. The primary enforcement tool will be the non-participant audit logs. Sanjay Raval is involved in this. It will require MNSure and DHS to develop analytics to be used to ensure minimum necessary access to PII data by employees.	X	480	480		Assumptions: Extensive labor intensive process until ArcSight or alternative reporting mechanisms are developed. 4 days a month
Navigator, Assistor, and Broker	MNSure certified Navigators, Assistors and Brokers but they can sign up Medicaid customers as well. The NABs are spread out all over the 87 counties and will require some level on onsite visits for compliance purposes. MNSure has received grant funds to pay for outreach. DHS has a NAB program through the Assister Resource Center	X	350	350		Assumptions: 1. A significant number of site visits (30?) to ensure compliance with NAB policy. 30 visits @ 10 hours per visit plus 40 hours planning, supervising, report writing. Site visits even split between MNSure and DHS. 2. Grant administration compliance 15 grants @ 10 hours per grant plus 30 hours planning, supervising, and report writing. Same effort at MNSure and DHS.
Plan/Provider Management	There is no intention to audit Commerce. Rather at some point an attestation will be sought to cover controls over the certification process. I understand DHS may also have some interaction with insurance carriers. This involves the certification of plans to participate in MNSure. A preliminary step is the review of the plans by MN Dept. of Commerce prior to certification by MNSure.		40			Assumptions: 1. Negotiate attestation with Commerce- 20 hours 2. Review of certification process - 20 including planning, supervision, and report writing
Customer Service-Call Center	Both MNSure and DHS have call centers. The call centers have been coordinating their responses to phone calls.	X				TBD

Business Function/Area	Description	Shared	MNSure	DHS	MN.IT	Comments
Legal- Appeals	Includes appeals of determination of eligibility including for tax credits. Appeals are submitted to MNSure but are actually heard by DHS under contract. There is a chance that DHS might subcontract some appeals to the Office of Administrative Hearings. Once at DHS, appeals are split between Medicaid/MA and MNCRE/BHP appeals and those related to QHPs.	X	35	35		Assumptions: 1. Review a sample of appeals for timeliness of processing. 50 appeals @ 1 hour per appeal, plus 20 hours planning, supervision, and report writing. Evenly split between MNSure and DHS
Legal- Compliance	Investigations of allegations of fraud 1. Reports via compliance email 2. Reports via CRM tool 3. Reports from other agencies 4. Report compilation		240			Assumptions: 1. 20 hours per month
Finance- Grant Management	These funds are subject to the Single Audit Act and will require a traditional grant review. MNSure received or will have received over \$120 million for the establishment of the exchange. Because MNSure did not exist until the Spring of 2013 it relied on Commerce and MMB for administrative support.		40			Assumptions: Review controls around grants for fiscal 2014- 40 hours
Finance- Procurement	The funds received to establish MNSure were primarily used to purchase computer hardware and software. As with grant management, prior to July 1, 2013, MNSure relied on Commerce and MMB for administrative support in the procurement function.		40			Assumptions 1. PO review (fiscal 2014)- 40 hours
Board and Federal Relations	This is MNSure 7 member board. It has several advisory committees composed of members of the public selected by the board.					TBD
Public Relations	Involves branding, legislative operations, and media coordination.					TBD
Legal-General	General legal					TBD



Business Function/Area	Description	Shared	MNsure	DHS	MN.IT	Comments
Risk Assessments	<p>Each business area will conduct risk assessments on key processes within that business area.</p> <ol style="list-style-type: none"> <li>1. Eligibility and enrollment</li> <li>2. SHOP</li> <li>3. Provider/Plan Management</li> <li>4. Finance-premium processing</li> <li>5. Finance- Vendor Payments</li> <li>6. Finance- Payroll</li> <li>7. Admin- Procurement</li> <li>8. Admin- HR</li> <li>9. Navigator Broker Assister</li> <li>10. Legal- Appeals</li> <li>11. Legal- Data Privacy and Security</li> <li>12. Legal-Compliance</li> </ol>		360			<p>Assumptions: 30 hours per risk assessment, including risk brainstorming, ranking, control identification, documentation. 30 x 12</p>
User role evaluation/Separation of duties	Detailed reviews of MNsure application and SWIFT roles for separation of duties issues.		60	60		For the MNsure system, multiple reviews as roles are developed. For SWIFT, primarily finance and procurement related reviews.
<b>Total Hours</b>			<b>3,335</b>	<b>1,745</b>	<b>100</b>	

**EXHIBIT G - Eligibility and Enrollment Activities**

Activity	MA	MinnesotaCare	QHP with Subsidy	QHP w/o Subsidy
General	MHCP Member Help Desk	MHCP Member Help Desk/Health Care Eligibility Operations (HCEO)	MNsure Contact Ctr	MNsure Contact Ctr
	MHCP Member Help Desk/HCEO	MHCP Member Help Desk/HCEO	MNsure Contact Ctr All	MNsure Contact Ctr HCEO/HCEO
	All	All	MNsure Contact Ctr All	MNsure Contact Ctr HCEO
	MNsure Contact Ctr All/Navigator/In person assisters	MNsure Contact Ctr All/Navigator/In person assisters HCEO	MNsure Contact Ctr All/Navigator/In Person Assistors	MNsure Contact Ctr HCEO/Navigator/In Person Assistors
Accept paper application (Manual)				HCEO(HCEO)/MNsure Ops
Enter paper application data into the MNsure system (Manual)	HCEO	HCEO	HCEO	HCEOMNsure Ops
Check existing MA/MinnesotaCare coverage (Automated)	DHS's IVR/EVS/MN-ITS	DHS's IVR/EVS/MN-ITS	MNsure system	MNsure system
Request missing data for paper application, if applicable (Partially automated)	MNsure system All	MNsure system All	MNsure system All	MNsure system HCEOMNsure Ops
Determine and request verification(s) needed, if any (Automated)	MNsure system	MNsure system	MNsure system	MNsure system
Application	All	All	All	HCEO MNsure Ops
	All	MNsure system	MNsure system	MNsure system
	MNsure system	MNsure system	MNsure system	N/A
	County/Tribe	N/A	N/A	N/A
Issue eligibility results notice (Automated)	MNsure system	MNsure system	MNsure system	MNsure system

Activity	MA	MinnesotaCare	QHP with Subsidy	QHP w/o Subsidy	
Post-eligibility	Accept requested data/verification and enter into MNSure system, if applicable (Manual)	All	All	HCEOMNSure Ops	
	MA collect TPL information and enter into MMIS (Manual)	County/Tribe	N/A	N/A	
	MA cost-effective insurance determination (Manual)	County/Tribe/DHS Benefit Recovery Section	N/A	N/A	N/A
	MA referral to medical support, as needed (Manual)	County/Tribe	N/A	N/A	N/A
	Determine eligibility for MA payment of LTC, if applicable (Done in MAXIS)	County/Tribe	N/A	N/A	N/A
Appeals	Accept MinnesotaCare and QHP premium, as needed (Partially automated)	N/A	MNSure system HCEO	N/A	
	Accept appeal request (Partially automated)	MNSure system HCEO	MNSure system	MNSure system HCEOMNSure Ops	
	Follow-up with individual to determine if appeal can be resolved (i.e., informal resolution process) (Manual)	County/Tribe HCEO	HCEOHCEO	MNSure Ops	MNSure Ops
	Prepare appeal summary (Manual)	HCEO	HCEOHCEO	MNSure Ops	MNSure Ops
	Participate in appeal hearing (Manual)	HCEO	HCEOHCEO	MNSure Ops	MNSure Ops
Health Plan Enrollment	Continue benefits during appeal process, if appropriate (Manual)	MNSure system County/Tribe	MNSure system HCEO	MNSure system HCEOMNSure Ops	
	Enter order/decision into MNSure system (Manual)	MNSure system County/Tribe	MNSure system HCEO	MNSure system HCEO MNSure Ops	
	Determine if MA individual is exempt from managed care (Automated)	MNSure system	N/A	N/A	N/A
	Assist individual with health plan enrollment (Partially automated)	County/Tribe/Navigator/In Person Assistants	HCEOHCEO/Navigator/In Person Assistants	MNSure system Navigator/In Person Assistants	MNSure system Navigator/In Person Assistants
	Notify health plan of individual's choice (Automated/Manual)	MMIS	MMIS	MNSure system(Automated) MNSure (Manual)	MNSure system(Automated) MNSure Ops

Changes	Activity	MA	Minnesota Care	QHP with Subsidy	QHP w/o Subsidy	
Renewals	Accept reports of changes in circumstances from Individual (Manual)	All	All	All	HCEOMnsure-Ops	
	Ex parte renewal process (Under development)	MNsure system	MNsure system	MNsure system	MNsure system	
	Issue pre-populated renewal or renewal letter (Under development)	MNsure system	MNsure system	MNsure system	MNsure system	MNsure system
	Accept paper pre-populated renewal or renewal letter (Manual)	County/Tribe	HCEOHCEO	HCEOHCEO MNsure Ops	HCEOMnsure-Ops	HCEOMnsure-Ops
	Enter changes reported on paper pre-populated renewal or renewal letter into the MNsure system (Manual)	County/Tribe	HCEOHCEO	HCEOHCEO MNsure Ops	HCEOMnsure-Ops	HCEOMnsure-Ops
	Request missing data for paper pre-populated renewal or renewal letter, if applicable (Under development)	MNsure system	MNsure system	MNsure system	MNsure system	MNsure system
	Determine and request verification(s) needed, if any (Under development)	MNsure system	MNsure system	MNsure system	MNsure system	MNsure system
	Accept requested data/verification and enter into MNsure system, if applicable (Manual)	County/Tribe	HCEO	HCEOHCEO MNsure Ops	HCEOMnsure-Ops	HCEOMnsure-Ops
	Determine eligibility (Under development)	MNsure system	MNsure system	MNsure system	MNsure system	MNsure system
	Issue eligibility results notice (Under development)	MNsure system	MNsure system	MNsure system	MNsure system	MNsure system
Certificates of Exemption	Answer questions regarding exemptions (Manual)	N/A	N/A	N/A	N/A	
	Accept requests for an exemption (Automated)	N/A	N/A	N/A	N/A	
	Determine eligibility for an exemption (Automated)	N/A	N/A	N/A	N/A	N/A
	Issue certificate of exemption (Automated)	N/A	N/A	N/A	N/A	N/A
	Maintain case, if applicable (Under development)	N/A	N/A	N/A	N/A	N/A