

**STATE OF MINNESOTA
DEPARTMENT OF HUMAN SERVICES & MNsure
INTERAGENCY AGREEMENT
Amendment # 1**

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 and DHS executed an interagency agreement (“Agreement”) for certain services on December 3, 2014; and

WHEREAS, MNsure and DHS are willing to amend Agreement as identified below.

THEREFORE, the Parties agree as follows:

REVISION 1. Section 1.3, B. is amended as follows:

2. MNsure’s authorized representative in regards to procurement services is ~~Kevin Marsh~~ Michael Turpin, Deputy Director of Operations MNsure General Counsel, or his successor.

REVISION 2. Section 1.8, D. shall be deleted in its entirety as follows:

~~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. MNsire's authorized representative in regards to AGO communications is Jessica Kennedy, Appeals Manager, or her successor.~~

REVISION 3. Section 10 shall be deleted in its entirety and replaced with the following:

DHS and MNsire hereby incorporate by reference the separately executed Amended MNsire Data Sharing Agreement, executed on August 23, 2013 by DHS and MNsire ("Data Sharing Agreement"). DHS and MNsire respectively agree that each party shall fully comply with the terms of the Data Sharing Agreement when carrying out any duties or obligations identified in this Agreement.

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. Gray

Date: 1/7/15

SWIFT Contract No: 87413

SWIFT PO #: 3000000869

2. DHS

By: [Signature]

Title: Deputy Commissioner

Date: 1/8/15

3. MNSURE

By: Katherine Burns
With delegated authority

Title: Chief Operating Officer

Date: 1/8/15