

Amendment #2 to IAK%87413

Contract Start Date:	July 1, 2014	Total Contract Amount:	\$4,533,400
Original Contract Expiration Date:	June 30, 2015	Original Contract:	\$4,533,400
Current Contract Expiration Date:	June 30, 2015	Previous Amendment(s) Total:	\$0.00
Requested Contract Expiration Date:	June 30, 2017	This Amendment:	\$0.00

This amendment is by and between the State of Minnesota, through its Commissioner of Minnesota Department of Human Services, Disability Services Division ("DHS") and through its Executive Director of the Minnesota Insurance Marketplace ("MNSure").

Recitals

1. DHS has an interagency agreement with the MNSure identified as IAK%87413 ("Original Interagency Agreement") to provide standard, centralized administrative services for MNSure to enable administrative efficiency
2. DHS and MNSure wish to exercise the option to amend the Agreement according to Clause 8. "Amendments" of the Original Agreement.
3. MNSure and DHS wish to amend the Agreement to extend the expiration date of the Original Agreement.
4. DHS and MNSure are willing to amend the Original Interagency Agreement as stated below.

Therefore, the Parties agree as follows:

Contract Amendment

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

Revision 1. Clause 1.2 "Payroll and Accounts Payable" paragraph B(2) is amended as follows:

1.2 Payroll and Accounts Payable

B. Authorized Representatives

2. MNSure's authorized representative in regards to payroll and accounts payable services is ~~Jackie Miller~~ Hanh Tran, Accounting Director, or her successor.

Revision 2. Clause 1.4 "Management Services" paragraph B(2) is amended as follows:

1.4 Management Services

B. Authorized Representatives

2. MNSure's authorized representative in regards to procurement services is ~~Kevin Marsh, Procurement Coordinator~~ Mike Turpin, General Counsel, or his successor.

Revision 3. Clause 1.10 "Receipts Center" paragraph B(2) is amended as follows:

1.10 Receipts Center

B. Authorized Representatives

2. MNSure's authorized representative in regards to payroll and accounts payable services is ~~Jackie Miller~~ Hanh Tran, Accounting Director, or her successor.

Revision 4. Clause 1.11 "Issuance Operations Center" paragraph B(2) is amended as follows:

1.11 Issuance Operations Center

B. Authorized Representatives

2. MNSure's authorized representative in regards to payroll and accounts payable services is ~~Jackie Miller~~ Hanh Tran, Accounting Director, or her successor.

Revision 5. Clause 2.1 "Standard IT Support" paragraphs A and B(1) are amended as follow:

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~~ Scott Peterson and Alex Kotze, Chief Information Officer and Chief Financial Officer, or their successor.

Revision 6. Clause 2.2 "MNSure System Support" paragraph A is amended as follow:

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~~ current MNSure/MN.IT@DHS service level agreement.

Revision 7. Clause 3 "Consideration and Terms of Payment" paragraph A is amended as follows:

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" and Clause 2 "PARTIES' DUTIES – IT SERVICES" of this Agreement, and Exhibit A, which is attached and incorporated into this Agreement.

Revision 8. Clause 5 "Terms of Agreement" is amended as follows:

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~~ **June 30, 2017**, 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.**

Revision 9. Clause 10 "Information Privacy Protection" is amended as follows:

- 10. INFORMATION PRIVACY PROTECTION.** DHS and MNSure hereby incorporated by reference the separately executed Amended MNSure Data Sharing Agreement, executed on August 23, 2013, as amended, by DHS and MNSure ("Data Sharing Agreement"). 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.

EXCEPT AS AMENDED HEREIN, THE TERMS AND CONDITIONS OF THE ORIGINAL AGREEMENT AND ALL PREVIOUS AMENDMENTS REMAIN IN FULL FORCE AND EFFECT. IF THIS AMENDMENT IS NOT FULLY EXECUTED BEFORE THE EXPIRATION DATE OF THE ORIGINAL AGREEMENT, IDENTIFIED AS INTERAGENCY AGREEMENT IAK%87413, THE ORIGINAL AGREEMENT AND ANY PREVIOUS AMENDMENTS ARE HEREBY INCORPORATED INTO THIS AMENDMENT BY REFERENCE.

EXHIBIT A - FY2015 Interagency Agreement Budget - As Amended in Amendment No. 2

II-A Section (i.e. services to be provided)	Basis for Amount Charged	Authorized Representative		Original Maximum Charge Amount			Amended Maximum Charge Amount		
		MNSure / Marty Cammack	DHS / Alex Kotze	FY 2015	FY 2016	FY 2017	FY 2015	FY 2016	FY 2017
1.1 Human Resources	Fixed	Katie Burns	Connie Jones	200,000	0	0	200,000	200,000	200,000
1.2 Payroll & Accounts Payable	Fixed	Hahn Tran	Terri Engel	100,000	0	0	100,000	100,000	100,000
1.3 Procurement	Fixed	Mike Turpin Kevin-Marsh	Mike LaValle	100,000	0	0	100,000	100,000	100,000
1.4 Management Services	Fixed	Mike Turpin Kevin-Marsh	Linda Nelson	25,000	0	0	25,000	25,000	25,000
1.5 Financial Operations	Variable	Marty Cammack	Alex Kotze	100,000	0	0	100,000	100,000	100,000
1.6 Background Studies	Variable	Mike Turpin	Jerry Kerber	25,000	0	0	25,000	25,000	25,000
1.7 Internal Audits	Variable	John Nyanjom	Gary Johnson	100,000	0	0	100,000	100,000	100,000
1.8 Appeals	Variable	Jessica Kennedy	Darwin Lookingbill	540,000	0	0	540,000	540,000	540,000
1.9 Health Care Administration - QHP unassisted	Fixed	Katie Burns	Nathan Morocco	300,000	0	0	300,000	300,000	300,000
1.10 Receipts Center	Variable	Hanh Tran Jackie-Miller	Don Mulgrew	200,000	0	0	200,000	200,000	200,000
1.11 Issuance Operations Center	Variable	Hanh Tran Jackie-Miller	Lane Gerber	250,000	0	0	250,000	250,000	250,000
Total Non-IT Services				1,940,000	0	0	1,940,000	1,940,000	1,940,000
2.1 Standard IT Support (to MNSure employees)	Fixed	Marty Cammack	Tom- Baden Scott Peterson/Alex Kotze	375,000	0	0	375,000	375,000	375,000
2.2 Mnsure System Support (by @DHS employees) * Direct Payroll Costs (up to \$4,500,000) * Standard IT support charge (\$200,000)	Variable up to Fixed	Marty Cammack	Tom- Baden Scott Peterson/Alex Kotze	2,124,000 94,400	0 0	0 0	2,124,000 94,400	2,124,000 94,400	2,124,000 94,400
Total IT Services				2,593,400			2,593,400	2,593,400	2,593,400
Total Interagency Agreement				4,533,400	0	0	4,533,400	4,533,400	4,533,400