

**Data Sharing Agreement Between  
the Minnesota Department of Health and  
Minnesota Insurance Marketplace**

This Agreement is between the Minnesota Department of Health ("MDH") and Minnesota Insurance Marketplace ("MNsure").

**WHEREAS**, health carriers submit health plan form and rate filings ("Filing Data") and provider network information ("Provider File Data") in order for MDH to carry out its statutory responsibilities; and

**WHEREAS**, the Filing Data and Provider File Data are classified as nonpublic data by Minnesota Statutes section 60A.08, subdivision 15, until the filing becomes effective; and

**WHEREAS**, in order to carry out its statutory responsibilities, MNsure needs access to the nonpublic data; and

**WHEREAS**, because there is no specific statute applicable to the nonpublic data when it is in MNsure's possession, the data disseminated by MDH to MNsure will retain the classification applicable as if it were maintained by MDH according to Minnesota Statutes section 13.03, subdivision 4; and

**WHEREAS**, MNsure and MDH are authorized to enter into the below agreement ("Agreement") by Minnesota Statutes section 62V.05, subdivision 1(b)(5), and section 471.59, subdivision 10.

**Agreement**

**1. Term of Agreement**

- (a) **Effective date:** May 31, 2013 or the date MNsure and MDH obtain all required signatures, whichever is later.
- (b) **Expiration date:** June 30, 2015 or until all obligations have been satisfactorily fulfilled, or until any applicable statutory authority expires, whichever comes first.

**2. Information Covered by this Agreement.**

Under this Agreement, MDH will be sharing with MNsure nonpublic Filing Data and Provider File Data.

**3. Duties**

**3.1 MNsure shall:**

- (a) Send authorization forms to health carriers to obtain each health carrier's authorization for MNsure to obtain the Filing Data and Provider File Data from MDH and inform MDH upon the receipt of the signed authorizations within two (2) business days;
- (b) Provide a copy of each authorization to MDH for MDH's records; and
- (c) Only use the data disseminated by MDH for the purposes authorized in each signed authorization, including:

1. To ensure that data has been successfully transmitted from the Provider File to MNsure's information technology infrastructure;
2. To facilitate identification of second lowest cost silver plans in each service area;
3. To facilitate internal MNsure user acceptance testing;
4. To facilitate internal analysis of the health plans and provider networks to be offered on MNsure;
5. To facilitate internal planning by MNsure's Board, management team and plan management staff and consultants; and
6. In accordance with Minnesota Statutes section 62V.05, subdivision 5(g), to carry out other MNsure functions related to the health carrier's participation in MNsure that would require access to each health carrier's Filing Data and Provider File Data prior to the effective date of the associated filing, including, but not limited to, the production of a federally-required cost sharing reduction file.

**3.2 MDH shall:**

- (a) Upon receipt of a health carrier's signed authorization, provide to MNsure the Filing Data and the Provider File Data for that health carrier not more than five (5) business days from MDH's receipt of the signed authorization.
- (b) Provide the Provider File data electronically by delivering a copy to the MNsure Policy and Plan Management Director or his/her designee.
- (c) Authorize MNsure to have supervised access to the Filing Data in the plan management area on the System for Electronic Rate and Form Filing (SERFF) maintained by the Minnesota Department of Commerce.

**4. Amendments**

Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

**5. Liability**

Each party will be responsible for its own acts and behavior and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other parties and the results thereof. The liability of each party shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes section 3.736, and other applicable law.

**6. Termination**

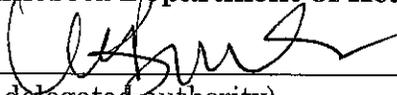
Either party may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party.

**7. Authorized Representatives**

- (a) MDH's Authorized Representative is Irene Goldman, MDH Managed Care Systems Manager, 85 E 7th Place, Suite 220, St. Paul, MN 55101, [Irene.Goldman@state.mn.us](mailto:Irene.Goldman@state.mn.us), (651)201-5166, or her successor.

(b) MNsure's Authorized Representative is Krista Fink, MNsure Privacy and Security Manager, [krista.fink@state.mn.us](mailto:krista.fink@state.mn.us), 81 7<sup>th</sup> Street East, Suite 300, St. Paul, MN 55101-2211, (651) 539-1322, or her successor.

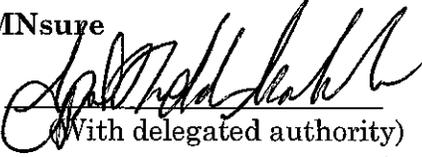
**1. Minnesota Department of Health**

By:   
(With delegated authority)

Title: ASSISTANT COMMISSIONER

Date: 6.21.13

**2. MNsure**

By:   
(With delegated authority)

Title: Executive Director

Date: 6-26-13