

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

WHEREAS, the Minnesota Department of Health (MDH), the Minnesota Department of Commerce (Commerce) and (MMB), as agency for the Minnesota Insurance Marketplace established under Minnesota Laws 2013, Chapter 9 (MNsure) (collectively, "the Agencies") are authorized to enter into this Agreement pursuant to law, including by Minnesota Statutes, § 471.59, subdivision 10; and

WHEREAS, Public Law 111-148, known as the Patient Protection and Affordable Care Act (ACA) and rules promulgated thereunder have a number of provisions pertaining to the regulation subject to the jurisdiction of the Agencies; and

WHEREAS, Executive Order 11-30 directed the design and development of a Minnesota Health Insurance Exchange to achieve greater access to affordable, high-quality health coverage that maximizes consumer choice and minimizes adverse selection; and

WHEREAS, MMB was recently designated to be the lead agency in the design and development of MNsure/Minnesota Insurance Marketplace; and

WHEREAS, MMB (or its predecessor, Department of Commerce) has been awarded multiple Health Insurance Exchange Level 1 Establishment Grants by the U.S. Department of Health and Human Services through a Health Insurance Exchange Level 1 Establishment Grant Agreement to design and develop a Minnesota Health Insurance Exchange (Exchange) that includes enrollment, eligibility, small business health options program, plan comparison and provider information, fund aggregation and account management functions that have financial impacts across multiple agencies; and

WHEREAS, Minn. Stat. § 62V authorizes the establishment of MNsure/Minnesota Insurance Marketplace; and

WHEREAS, the ACA requires every plan sold through MNsure/Minnesota Insurance Marketplace to be certified as a Qualified Health Plan (QHP) or as a "qualified dental plan" (QDP) before being offered for sale by the MNsure/Minnesota Insurance Marketplace; and

WHEREAS, the ACA provides that the Secretary of the United States Department of Health and Human Services (HHS) shall, by regulation, establish the criteria for certification of health plans as QHPs and QDPs and specifies certain criteria to be included in such certification; and

WHEREAS, MNsure/Minnesota Insurance Marketplace is authorized to certify health plans as QHPs or dental plans as QDPs under Minn. Stat. § 62V.05, subd. 5(c) according to applicable certification requirements.

WHEREAS, the Agencies have expertise in and jurisdiction over certain requirements included

in the mandated QHP certification process; and

WHEREAS, Minnesota law authorizes MDH to issue certificates of authority to Health Maintenance Organizations (HMOs) following review of network adequacy, quality assurance and improvement standards, enrollee rights and other requirements; and

WHEREAS, MDH is required to create and annually update a set of measures by which to assess the quality of health care services offered by health care providers and issue annual public reports on provider quality, and to develop and publish reports on provider cost and quality through the Provider Peer Grouping system; and

WHEREAS, Minnesota law directs MDH to conduct data and research initiatives focused on monitoring and improving the efficiency and effectiveness of Minnesota health care (Minn. Stat., § 62J.301) and to evaluate the impact of health reform activities (Minn. Stat. § 62J.311); and

WHEREAS, Commerce enforces laws relating to insurance in the State of Minnesota, including but not limited to those relating to insurer certificates of authority, licensure, solvency, rates, benefit forms, marketing and consumer protection; and

WHEREAS, the Agencies hold a shared interest in collaborating in the development and implementation of the MNsure/Minnesota Insurance Marketplace, including ensuring that QHPs and QDPs offered through MNsure/Minnesota Insurance Marketplace meet federal and state laws and regulations including but not limited to licensing, network adequacy, and service area standards, evaluating the impact of MNsure/Minnesota Insurance Marketplace on the health insurance market, and in developing options for publicly reporting quality and provider peer grouping information in a consumer-friendly manner on a single, one-stop shopping website while maintaining all relevant administrative and data management rights and regulatory oversight obligations; and

WHEREAS, it is the intent of this Agreement to memorialize the Agencies' joint effort and establish the process by which QHP and QDP certification will take place for plans sold within MNsure/Minnesota Insurance Marketplace; and

WHEREAS, the Health Insurance Exchange Level 1 Establishment Grant Agreement requires, among other items, funding for the Agencies' staff, contracts and support costs for activities associated with the establishment and implementation of MNsure/Minnesota Insurance Marketplace; and

WHEREAS, the Minnesota state accounting system (SWIFT) budgetary and financial management role-based security can be utilized for multiagency access to financial department IDs (FINDEPT IDs) for the purpose of allocating and managing approved federal grants across multiple agencies; and

WHEREAS, it is the desire of agencies impacted by the federal Establishment grants to allow each agency to direct charge approved costs and not implement an invoice and payment process

across agencies, as described in this agreed-upon approach:

- Interagency work group plans and approves the state-wide MNsure/Minnesota Insurance Marketplace Project budget, by funding source, and by agency SWIFT expense budget FINDEPT ID.
- FINDEPT ID expense budgets are established in SWIFT only after all applicable federal CCIIO grant award, federal CMS cost allocation, and Minn. Stat. § 3.3005 approvals are obtained.
- Agency responsibility for establishing and maintaining the FINDEPT ID expense budgets in SWIFT corresponds to the underlying funding source. For example, MMB is responsible for entry in SWIFT of the FINDEPT ID expense budgets that are funded by the federal CCIIO grants.
- As an alternative to an interagency billing process, the interagency work group authorizes SWIFT security access to be granted to a limited number of employees at each agency so SWIFT accounting transactions, inquiries and reports may be processed directly against these FINDEPT IDs.

NOW, THEREFORE, it is agreed:

1. Term of Agreement

1.1 **Effective date:** March 15, 2013 or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.

1.2 **Expiration date:** This Agreement shall remain in effect until any party hereto chooses to terminate upon thirty days written notice to all parties to the Agreement.

1.3 The following definitions apply to this Agreement:

- i. **Exchange Interagency Subcabinet** is the group that is charged with: effectively executing design, development, and implementation activities for the MNsure/Minnesota Insurance Marketplace that involve multiple agencies; creating an efficient process for decision-making and issue resolution; and establishing clear communication, coordination, project management, and documentation mechanisms. It is chaired by MMB Commissioner Schowalter, or his successor; staffed by Nathan Morocco, or his successor; and includes Commissioners from the Department of Human Services (DHS), Department of Commerce (Commerce), Department of Health (MDH), Office of Enterprise Technology d/b/a MNIT Services (MN.IT), and Administration (Admin); and select MNsure/Minnesota Insurance Marketplace steering members and senior staff, as needed.
- ii. **FINDEPT ID (SWIFT Financial Department IDs)** is the 8-character code that identifies the specific budget from which payments are made.
- iii. **Indirect Costs** are all general support costs that cannot be directly charged to any agency program.
- iv. **Procurements** include: Requests for Proposals (RFPs), Contracts (both

Professional/Technical and grant contracts), Master Professional/Technical Service Contracts, Statements of Work (SOWs), Work Orders (WOs), and the purchase of Goods and Services.

- v. **SWIFT** is the Statewide Integrated Financial Tools system.
- vi. **Travel Costs** refers to reimbursement for travel and subsistence expenses actually and necessarily incurred, which must be in no greater amount than provided in the current Bargaining Units Agreements or the “Commissioners Plan” published by MMB, whichever is appropriate.

2. Duties of the Parties

2.1 MMB/MNsure/Minnesota Insurance Marketplace Shall:

- 2.1.1 Delegate authority for review and approval of certain components identified in this Interagency Agreement of QHP/QDP certification, recertification, and decertification processes to Commerce and MDH and compensate Commerce and MDH for these services in accordance with the terms of this Agreement.
- 2.1.2 Seek funding as appropriate to continue the design, development, and implementation of the MNsure/Minnesota Insurance Marketplace, including a module incorporating the display of MDH quality and provider peer grouping information in a user-friendly way. In seeking that federal funding, MMB shall collaborate with partner agencies and be cognizant of the impact that its creation and development have on both existing and future work of its partner agencies. MNsure/Minnesota Insurance Marketplace shall work with MDH to plan and implement user/usability testing activities related to the Provider Display Module and to establish a process for review and approval of provider peer grouping data prior to publishing to the display.
- 2.1.3 Fulfill the following financial management duties:
 - i. Create separate SWIFT FINDEPT IDs and budgets under each federal Establishment grant as outlined in Exhibits A and B. FINDEPT IDs shall be created to meet the needs of both MNsure/Minnesota Insurance Marketplace and the Agencies.
 - ii. Ensure cash draws and quarterly federal financial reports are processed in a timely manner to meet the needs of MNsure/Minnesota Insurance Marketplace and the Agencies.
 - iii. Obtain any and all necessary approvals/Gate Reviews required by the Center for Consumer Information and Insurance Oversight (CCIIO).
 - iv. Initiate the creation of an interagency workgroup to review SWIFT security roles for the project, review grant allocations including mid-year and end of year reallocations and other financial management processes needed to administer the multiagency financing of MNsure/Minnesota Insurance Marketplace.
 - v. The MMB staff who is authorized and has the ability through role-based

security in SWIFT to establish and adjust budgets in the SWIFT FINDEPT ID is Jackie Miller or her successor. This activity will be reported monthly and monitored by Barb Juelich or her successor, and by the interagency work group pursuant to IV. Changes in authorized staff including additional staff or replacement staff shall be communicated to all appropriate agency authorized representatives.

- 2.1.4 Manage any appeals related to QHP/QDP certification or decertification, including initiating, as appropriate, a contested case proceeding as required under Minn. Stat. § 62V.05, subd. 6.
- 2.1.5 In collaboration with Commerce, carry out and/or enforce provisions of 45 C.F.R. §§ 156.285 and 156.290 (exchange notification only).

2.2 MDH shall:

- 2.2.1 Collaborate with MNSure/Minnesota Insurance Marketplace staff in the development of the Provider Display module, including:
 - i. Determine that quality and peer grouping data and other content related to this data are accurate and ready to be publicly reported;
 - ii. Develop and maintain a database data dictionary, and other supporting materials for quality and peer grouping data and provide content expertise on the organization of this data;
 - iii. Transfer test files of summary data on health care provider quality and peer grouping, and other data files, to MNSure/Minnesota Insurance Marketplace staff or contractors as necessary for development of the functionality of the Provider Display Module. Information transferred shall be summary level data files representing a sample of facilities, and shall not include any individual private data. MDH shall clearly indicate that data are to be used for testing purposes only;
 - iv. Transfer production files of summary data on health care provider quality and peer grouping to MNSure/Minnesota Insurance Marketplace staff or contractors consistent with a schedule agreed upon by MDH and MNSure/Minnesota Insurance Marketplace. MDH shall attest to the quality and readiness of the data prior to sending to MNSure/Minnesota Insurance Marketplace.
 - v. Participate in meetings with MNSure/Minnesota Insurance Marketplace staff and contractors regarding use/interpretation of quality and provider peer grouping information, display options, content, timelines, and other relevant issues;
 - vi. Participate in the planning and implementation of user/usability testing activities related to the Provider Display module;
 - vii. Provide input to MNSure/Minnesota Insurance Marketplace staff on potential improvements to Provider Display module functionality,

- viii. appearance, and content; and Review and troubleshoot issues related to module functionality, administrative functions, security, and other technical issues.
 - ix. Work with MNSure/Minnesota Insurance Marketplace staff on providing assistance and technical expertise to create a crosswalk to link quality and peer grouping data to the MNSure/Minnesota Insurance Marketplace provider directory.
- 2.2.2 Provide cross-agency technical assistance to ensure proper use and understanding of data provided by MDH to MNSure/Minnesota Insurance Marketplace contractors.
- 2.2.3 With input from MNSure/Minnesota Insurance Marketplace and Commerce staff, develop and implement a framework for evaluation of the impact of the MNSure/Minnesota Insurance Marketplace on the Minnesota insurance and health care markets.
- 2.2.4 Provide representatives for the MNSure/Minnesota Insurance Marketplace project management structure including the steering committee and technical workgroups.
- 2.2.5 Consistent with the requirements of 45 C.F.R. § 155.1010, in addition to all other regulatory responsibilities, collaborate with Commerce and the MNSure/Minnesota Insurance Marketplace on the QHP/QDP certification, recertification and decertification processes. MDH will ensure sufficient staffing/and or qualified contractor resources are in place to carry out the following duties by August 1 of each year, including but not limited to such duties as:
 - i. **Licensure.** Confirm with the MNSure/Minnesota Insurance Marketplace that carriers seeking to participate in the MNSure/Minnesota Insurance Marketplace subject to MDH's regulatory jurisdiction are licensed consistent with relevant provisions of Minnesota Statutes.
 - ii. **QHP Issuer Benefit Information.** At least annually for plans filed subject to MDH's regulatory jurisdiction, review plan-covered benefits and cost-sharing requirements submitted by issuers via System for Electronic Rate and Form Filing (SERFF). Such review will be made to ensure all ACA requirements are met, including but not limited to:
 1. Essential Health Benefits are included.
 2. Limitations on cost sharing are met.
 3. Ensure benefit design is not discriminatory

- iii. **Network Adequacy.** Review provider network filings submitted by issuers as part of the certification process for the MNsure/Minnesota Insurance Marketplace.
- a) Conduct detailed analysis to determine if the proposed provider network(s) is adequate in terms of numbers, locations and types of providers, including mental health and substance abuse providers, to ensure that all services are accessible without unreasonable delay throughout the QHP/QDP's service area.
 - b) Review will apply the standards of Minn. Stat. § 62D.124 and Minn. Rules chapter 4685.3300, subpart 9.
 - c) Analysis must include review of any adequacy standards contained in the ACA and federal Exchange regulations as well as in Minnesota law and rules.
 - d) Review and approve or deny all requests for a waiver submitted by an issuer.
 - e) Update the status of the proposed provider network(s) via the SERFF database.
 - f) Reviews will be completed within 90 days of receipt of the network filing or by August 1 of each year.
 - g) Review provider termination notices to determine if any termination will cause the QHP's provider network to no longer meet network adequacy standards. If so, notify MNsure/Minnesota Insurance Marketplace of this determination.
 - h) Require the issuer to file its plan for addressing the network insufficiency with MDH, including notification letters, waiver requests and continuity of care information; monitor the plan and inform MNsure/Minnesota Insurance Marketplace when the network has been corrected. Should the network insufficiency not be corrected, notify MNsure/Minnesota Insurance Marketplace that the network no longer meets adequacy standards of state law.
 - i) Review all service area expansions submitted by issuers to determine if the QHP provider network will be adequate in terms of numbers, locations and type of providers.
 - j) Review all waiver requests to determine if a waiver from network adequacy standards should be granted.
 - k) Review networks for participation by Essential Community Providers consistent with Minn. Stat. § 62Q.19, and 45 CFR § 156.235
- iv. **Services Areas.** Conduct the review of proposed service areas for each QHP/QDP to be offered on MNsure/Minnesota Insurance Marketplace.
- a) Inform issuers of any supplemental material including maps that must be filed for proposed service areas in addition to data included on the standard template available through SERFF.

- b) Consistent with section 2.2.8 of this Interagency Agreement, work with MNsure/Minnesota Insurance Marketplace staff to determine how MDH will evaluate service area filings to ensure proposed service areas meet certification criteria in 2c, 2d, and 2e below.
 - c) Notify issuers that the proposed service area filing must contain an affirmative showing that the service area is being established without regard to racial, ethnic, language, health-status, or other factors that exclude specific high utilizing, high cost or medically-underserved populations.
 - d) For each proposed service area, using the identified standards, determine if each QHP has been established without regard to racial, ethnic, language, health status-related factors specified under section 2705(a) of the PHS Act, or other factors that exclude specific high utilizing, high cost or medically underserved populations.
 - e) For each proposed service area that is smaller than one county, notify issuers that the filing must contain an affirmative showing that the smaller service area is necessary, nondiscriminatory, and in the best interest of the qualified individuals and employers.
 - f) Update the status of each proposed service area in SERFF to indicate whether the service area meets or does not meet all of the minimum criteria under the ACA.
- v. **Other functions.** Carry out and/or enforce the provisions of 45 C.F.R. §§ 156.210, 156.225 (benefit design), 156.250, and 156.280 for plans subject to MDH jurisdiction. Carry out and/or enforce the provisions of 45 C.F.R. §§ 156.230, 156.235, 156.245, 156.275, and 156.295.

2.2.6 On an annual basis and in coordination with Commerce, review written attestations and other submissions made by carriers submitted through an established recertification process and provide determinations to the MNsure/Minnesota Insurance Marketplace on whether certification criteria reviewed by MDH continue to be met. These determinations must be made by August 1 of each year.

2.2.7 Provide technical assistance to MNsure/Minnesota Insurance Marketplace in appeals related to decertification/non-certification of a QHP/QDP under Minn. Stat. § 62V.05, subd. 6., to the extent decertification of a QHP or QDP is based on a determination of one or more certification criteria evaluated by MDH, assist the MNsure/Minnesota Insurance Marketplace in the appeal process.

- 2.2.8 To the extent the federally required certification process involves functions or aspects of functions that extend beyond current Commerce and MDH statutory authority, consult with the MNSure/Minnesota Insurance Marketplace prior to carrying out its review process to ensure mutual understanding and agreement on the application of a particular policy.
- 2.2.9 Provide project management services for MDH duties outlined in this section.
- 2.2.10 Fulfill the following financial management duties:
- i. Participate in the interagency workgroup identified in Section 2.1.3.
 - ii. Administer SWIFT multi-agency FINDEPT IDs with approved security access.
 - iii. Allow MMB access to FINDEPT IDs according to security roles established by the interagency workgroup.
 - iv. Obtain approval for procurements from the MNSure/Minnesota Insurance Marketplace with the exception of general supplies, computers and similar equipment for approved staff, and other general administrative support costs such as rent, communications, and network access.
 - v. Assign approved staff to appropriate FinDept for funding.
 - vi. Obtain approval from MNSure/Minnesota Insurance Marketplace for assigning staff costs to FinDept when the position was not included in the grant.

2.3 Commerce shall:

- 2.3.1 Consistent with the requirements of 45 C.F.R. § 155.1010, in addition to all other regulatory responsibilities, and prior to the beginning of the relevant open enrollment period, collaborate with MDH and MNSure/Minnesota Insurance Marketplace on the QHP/QDP certification, recertification and decertification process. Commerce will ensure sufficient staffing/and or qualified contractor resources are in place to carry out the following duties by August 1 of each year:
- i. **Licensure.** Confirm with MNSure/Minnesota Insurance Marketplace that carriers seeking to participate in MNSure/Minnesota Insurance Marketplace subject to Commerce's regulatory jurisdiction are licensed consistent with relevant provisions of Minnesota Statutes.
 - ii. **QHP Issuer Rate and Benefit Information.** Review plan rates, covered benefits, and cost-sharing requirements submitted by issuers via the System for Electronic Rate and Form Filing (SERFF) at least annually. Such review will be made to ensure ACA requirements are met, including, but not limited to the following:
 1. Essential Health Benefits are included.
 2. Limitations on cost sharing are met.

3. Actuarial value/metal level requirements are met.
 4. Ensure benefit design is not discriminatory.
- iii. **Marketing practices.** Ensure applicable state laws are met regarding marketing by health plan issuers and that marketing practices do not discourage enrollment of persons with significant health needs.
 - iv. **Other functions.** Carry out and/or enforce the provisions of 45 C.F.R. §§ 156.210, 156.225 (benefit design), 156.250, 156.280, and 156.290 for plans subject to Commerce jurisdiction. Carry out and/or enforce the provisions of 45 C.F.R. §§ 156.220, 156.225 (marketing), 156.250, 156.255, 156.260, 156.265, and 156.270. In collaboration with MNsure/Minnesota Insurance Marketplace, carry out and/or enforce the provisions of 45 C.F.R. §§ 156.285 and 156.290.
- 2.3.2 Determine access rights to SERFF under existing contract relations and provide access to MDH within agreed upon parameters.
 - 2.3.3 Where required under federal rules, collect information on transparency measures described in 45 C.F.R. § 156.220 from QHP/QDP issuers in accordance with the ACA and any further regulations or guidance issued by the United States Department of Health and Human Services on these reporting requirements.
 - 2.3.4 On an annual basis and in coordination with MDH, review written attestations and other submissions made by carriers submitted through an established recertification process and provide determinations to MNsure/Minnesota Insurance Marketplace on whether certification criteria reviewed by Commerce continue to be met. These determinations must be made by August 1 of each year.
 - 2.3.5 To the extent the federally required certification process involves functions or aspects of functions that extend beyond current Commerce statutory authority, consult with MNsure/Minnesota Insurance Marketplace prior to carrying out its review process to ensure mutual understanding and agreement on the application of a particular policy.
 - 2.3.6 Fulfill the following financial management duties:
 - i. Participate in the interagency workgroup identified in Section 2.1.3.
 - ii. Administer SWIFT multi-agency FINDEPT IDs with approved security access.
 - iii. Allow MMB access to FINDEPT IDs according to security roles established by the interagency workgroup.
 - iv. Obtain approval for procurements from MNsure/Minnesota Insurance Marketplace with the exception of general supplies, computers and similar equipment for approved staff, and other general administrative support costs such as rent, communications, and network access.

- v. Assign approved staff to appropriate FinDept for funding.
- vi. Obtain approval from MNSure/Minnesota Insurance Marketplace for assigning staff costs to FinDept when the position was not included in the grant.

2.3.7 Provide technical assistance to MNSure/Minnesota Insurance Marketplace in appeals related to the decertification/non-certification of a QHP/QDP under 62V.05, subd. 6, to the extent the decertification/non-certification of an issuer, QHP or QDP is based on one or more of the certification criteria evaluated by Commerce.

2.4 All Parties shall:

- 2.4.1 Participate with other agencies in an interagency workgroup identified in Section 2.1.3. The workgroup shall:
- i. Review the monthly reports regarding transfer of funds within and among all accounts to ensure accuracy.
 - ii. Be the first level hearing to resolve any disputes regarding these accounts.
 - iii. Escalate any disputes that cannot be resolved at this level to the Exchange Interagency Subcabinet.
 - iv. Recommend roles and responsibilities between the MN sure/Minnesota Insurance Marketplace and other agencies related to the financial management and budget operations of federal Establishment grants.
 - v. Recommend SWIFT security roles to be utilized as part of the multi-agency financial management and budget operations of the federal Establishment grants.
 - vi. Recommend mid-year and end of year reallocation of federal Establishment grants.
 - vii. Review business process issues with the SWIFT security roles implemented and recommend adjustments.
 - viii. The workgroup shall report its findings and recommendations to designated leadership in the MNSure/Minnesota Insurance Marketplace Multi-Agency Governance Structure.
- 2.4.2 Participate in audit or compliance activities necessary to meet any federal or state oversight requirements relating to functions carried out under this Agreement. These compliance reviews may include participating in monitoring activities to ensure the timely detection of errors, fraud, waste, and abuse; allowing for certification of performance of agreed-upon procedures; and participating in timely remediation of any findings and recommendations that arise from federal or state audit reviews.

3. Consideration and Payment

- 3.1 All services provided by each agency under this Agreement must be performed to the mutual satisfaction of all parties, as determined at the discretion of each agency's Authorized Representative.
- 3.2 All costs incurred by the Agencies under this Agreement shall be directly charged to appropriate FINDEPT ID according to Exhibits A and B. Direct charges shall only proceed after approval for grant funding has been received by MMB from CCIIO and state approvals under Minn. Stat. § 3.3005 have been obtained.
- 3.3 Modifications to Exhibits A and B may be made by mutual agreement of the workgroup identified in Section 2.1.3 without revision of this Agreement, but such mutual agreement must be made in writing. Modifications related to travel costs may be made by Barb Juelich, MNsure/Minnesota Insurance Marketplace Chief Financial Officer, in consultation with the affected Agencies without the full workgroup.
- 3.4 With prior approval by Barb Juelich, MNsure/Minnesota Insurance Marketplace Chief Financial Officer, reasonable and necessary travel costs incurred by the Agencies in carrying out the duties outlined in this Agreement may be directly charged by the Agencies to appropriate FINDEPT IDs. Upon approving travel, Barb Juelich will increase budget amounts in appropriate FINDEPT IDs and notify the workgroup identified in Section 2.4.1 of the changes to Exhibits A and B.
- 3.5 Cost incurred under Exhibit A and B prior to execution of this Agreement may be included as part of this Agreement.

4. Authorized Representatives

- 4.1 The MDH Authorized Representative is MDH Assistant Commissioner, Ellen Benavides, 625 Robert Street North, St. Paul, MN 55164-0975, 651-201-3565 or her successor.
- 4.2 The Commerce Authorized Representative is Commerce Deputy Commissioner, Tim Vande Hey, 85 7th Place East, Suite 500, St. Paul, MN 55101-2198, 651-297-7030, or his successor.
- 4.3 MMB Authorized Representative is April Todd-Malmlov, MN sure/Minnesota Insurance Marketplace Director, 85 7th Place East, Suite 500, St. Paul, MN 55101-2198, 651-296-6588, or her successor.

5. Amendments

- 5.1 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.

6. Liability

6.1 Each party will be responsible for its own acts and behavior and the results thereof.

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

Signed: *Jennifer Herold*
Date: *4/22/13*
Contract - 61408

2. Department of Health

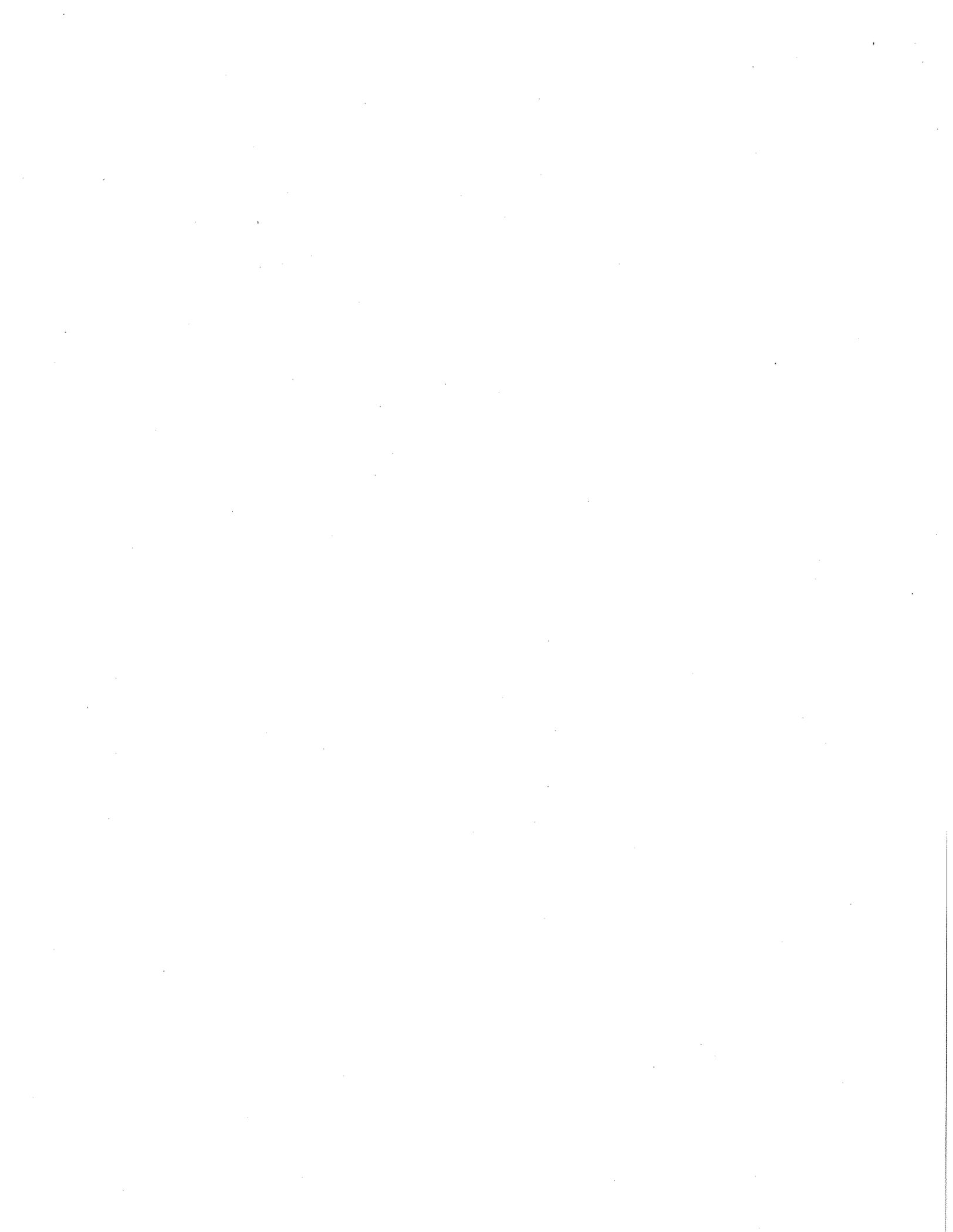
By: *[Signature]*
(With delegated authority)
Title: *4-24-13*
Date: *ASSISTANT COMMISSIONER*

2. Department of Commerce

By: *Jim Vander Hey*
(With delegated authority)
Title: *Deputy Commissioner*
Date: *4/23/13*

3. Minnesota Management and Budget

By: *Dirin*
(With delegated authority)
Title: *CFO*
Date: *4/25/13*



or their successors in office.

6. Liability

6.1 Each party will be responsible for its own acts and behavior and the results thereof.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: Jennifer Henstien

Date: 4/22/13
#61408

2. Department of Health

By: [Signature]
(With delegated authority)

Title: ASSISTANT COMMISSIONER

Date: 4/24/13

2. Department of Commerce

By: Jimi Vanderhey
(With delegated authority)

Title: Deputy Commissioner

Date: 4/23/13

3. Minnesota Management and Budget

By: _____
(With delegated authority)

Title: _____

Date: _____

Attachment A - Budget for MDH Work Supported by Health Insurance Exchange Grant
January 25, 2013

| Employee Compensation Position | FTE | Ann Salary | September 2012 Grant | | January 2013 Grant | |
|--|------|------------|----------------------|----------------|--------------------|------------------|
| | | | Months | Total | Months | Total |
| QHP - Network Adequacy and Quality Review | 12.0 | 75,010 | 4 | 300,040 | 11 | 825,110 |
| QHP - IT Maintenance | 1.0 | 98,527 | 4 | 32,842 | 5 | 41,053 |
| Evaluation - Health Economics Director | 0.1 | 93,380 | 4 | 3,113 | 11 | 8,560 |
| Evaluation Frame - Health Economics Asst. Dir | 0.1 | 74,642 | 4 | 2,488 | 11 | 6,842 |
| Evaluation Implem - Health Economics Asst. Dir | 0.2 | 74,642 | 0 | - | 12 | 14,928 |
| Evaluation Frame - Health Economics Analyst | 0.4 | 72,036 | 4 | 9,605 | 11 | 26,413 |
| Evaluation Implem- Health Economics Analyst | 0.6 | 72,036 | 0 | - | 12 | 43,222 |
| MDH HIX Project Manager | 1.0 | 62,000 | 0 | - | 11 | 56,833 |
| <i>Salary Subtotal</i> | | | | 348,088 | | 1,022,961 |
| Fringe at 31.8% | | | | 110,692 | | 325,302 |
| <i>Employee Compensation Line-Item Total</i> | | | | 458,780 | | 1,348,263 |
| Contracts | | | | | | |
| Evaluation Methodology Analysis | | | | 75,000 | | 0 |
| <i>Contracts Line-Item Total</i> | | | | 75,000 | | - |
| Supplies and Equipment | | | | | | |
| Computers | | | | 16,900 | | - |
| Supplies | | | | 6,800 | | 20,525 |
| Communications/printing/misc | | | | 5,440 | | 16,420 |
| <i>Supplies and Equipment Line-Item Total</i> | | | | 29,140 | | 36,945 |
| Indirect | | | | | | |
| 14% capped indirect, standard MDH methodology | | | | 71,809 | | 193,929 |
| <i>Indirect Line-Item Total</i> | | | | 71,809 | | 193,929 |
| Grand Total | | | | 634,729 | | 1,579,137 |

**Attachment B - Budget for Commerce Work Supported by Health Insurance Exchange Grant
February 1, 2013**

| Employee Compensation Position | September 2012 Grant | | | January 2013 grant | |
|---|----------------------|------------|--------|--------------------|---------------------|
| | FTE | Ann Salary | Months | Months | Total |
| Commerce Rate Analysis | 3.0 | \$72,036 | 4 | 11 | 198,097.8 |
| Commerce - Policy Forms Analysis | 3.0 | \$72,036 | 4 | 11 | 198,097.8 |
| Commerce - Policy Review Coordinated | 1.0 | \$72,036 | 4 | 11 | 66,032.6 |
| Commerce SPA Director (prorate) | 0.5 | \$91,350 | 4 | 11 | 41,868.8 |
| Commerce Enforcement/Complaint Review | 2.0 | \$72,390 | 0 | 3 | 36,195.2 |
| Salary Subtotal | | | | | 540,292 |
| Fringe at 31.8% | | | | | 171,813 |
| Employee Compensation Line-Item Total | | | | | 712,105 |
| Contracts | | | | | |
| Policy Forms Analysis | | | | | 812,500 |
| Contracts Line-Item Total | | | | | 812,500 |
| Supplies and Equipment | | | | | |
| Computers | | | | | 9,750 |
| Supplies | | | | | 3,750 |
| Rent | | | | | 6,500 |
| Communications/printing/misc | | | | | 3,000 |
| Supplies and Equipment Line-Item Total | | | | | 23,000 |
| Indirect | | | | | |
| 14% direct charged salaries and fringe | | | | | Est Cost 105,167 |
| Indirect Line-Item Total | | | | | 105,167 |
| Grand Total | | | | | 856,360 |

