

## **DHS/MNsure Interagency Agreement**

**WHEREAS**, the MNsure is a Minnesota state agency established under Minnesota Statutes, Chapter 62V as a state health benefit exchange as described in section 1311 of the federal Patient Protection and Affordable Care Act, Public Law 111-148 ("ACA"), and further defined through amendments to the act and regulations issued under the act.

**WHEREAS**, the Minnesota Department of Human Services ("DHS") is the designated state Medicaid agency and is responsible for administering the State's Medicaid program, a/k/a Medical Assistance (hereinafter referred to as the "MA") program, including MinnesotaCare ("MCRE"); and

**WHEREAS**, DHS and MNsure are empowered to enter into interagency agreements pursuant to Minnesota Statutes, section 471.59 subdivision 10; and

**WHEREAS**, DHS and MNsure are required to establish and maintain an agreement for cost allocation and services regarding eligibility determinations and enrollment for public health care programs that use a modified adjusted gross income standard ("MAGI") to determine program eligibility.

**WHEREAS**, DHS is modernizing the current Eligibility Determination and Enrollment Systems for the MA program, and has received multiple approvals of Advance Planning Documents (APDs) for funding the modernization of the systems; and

**WHEREAS**, MNsure has been awarded multiple Health Insurance Exchange Establishment Grants by the federal Department of Health and Human Services through a Health Insurance Exchange Establishment Grant Agreement to design, develop, and implement a state-based health benefit 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**, the Health Insurance Exchange Establishment Grant Agreement requires, among other items, cost allocation to the MA program, and funding for MN.IT@DHS staff, contracts and support costs for activities associated with the establishment and implementation of a state based Health Insurance Exchange; and

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

**WHEREAS**, there will be interagency operating and financial relationships under this Agreement that can be managed through SWIFT security roles and direct charging or through an invoicing process and it may be necessary to change methodologies over time; and

**WHEREAS**, it is the desire of agencies impacted by the federal Establishment grants to allow each agency, as practical, to direct charge approved costs and not implement an invoice and payment process across agencies, as described in this agreed-upon approach:

- a. Interagency work group plans and approves the state-wide Exchange Project budget, by funding source, and by agency SWIFT expense budget FINDEPT ID.

- b. FINDEPT ID expense budgets are established in SWIFT only after all applicable federal Center for Consumer Information and Insurance ("CCIIO") grant awards, federal Centers for Medicare & Medicaid Services ("CMS") cost allocation and Advanced Planning Document (APD) approvals, and Minnesota Statute 3.3005 approvals are obtained.
- c. Agency responsibility for establishing and maintaining the FINDEPT ID expense budgets in SWIFT corresponds to the underlying funding source. For example, MNSure is responsible for entry in SWIFT of the FINDEPT ID expense budgets that are funded by the federal CCIIO grants.
- d. As an alternative to an interagency invoicing process, the interagency work group authorizes SWIFT security access to be granted to a limited number of employees at each agency so those employees may directly process SWIFT accounting transactions, inquiries and reports against these FINDEPT IDs.

**NOW, THEREFORE**, it is agreed:

1.0 DEFINITIONS. The following definitions apply to this Agreement:

- 1.1 FINDEPT IDs (SWIFT Financial Department IDs).** The 8-character codes that identify the specific budget from which payments are made.
- 1.2 Indirect Costs.** All general support costs that cannot be directly charged to any agency program.
- 1.3 Procurements.** Any purchasing activities including, but not limited to: Requests for Proposals (RFPs), Contracts (both Professional/Technical and grant contracts), Master Professional/Technical Service Contracts, Statements of Work (SOWs), Work Orders (WOs), the purchase of Goods and Services, Purchase Orders, Purchase Agreements, and Engagement Requests.
- 1.4 SWIFT.** The Statewide Integrated Financial Tools system.
- 1.5 Advance Planning Documents (APDs).** Federally-required submissions to federal agencies, including Centers for Medicare & Medicaid Services (CMS) for approval of enhanced federal Medicaid match.
- 1.6 Travel Costs.** Reimbursement for travel and subsistence expenses actually and necessarily incurred must be in no greater amount than provided in the current Bargaining Units or in the "Commissioner's Plan" published by the Minnesota Management and Budget Department ("MMB"), whichever is appropriate.
- 1.7 Direct Charging Methodology.** Financial management process to allow for MNSure and DHS to utilize SWIFT security roles to allow cross-agency access to SWIFT FINDEPT ID for the purpose of assigning cost shares to each agency at the time of procurement and payment. Costs will be allocated based on cost allocation methodology approved in MNSure grants and DHS APDs and as outlined in Attachment B. This methodology may be used in lieu of an invoicing process.
- 1.8 Consumer Assistance Partners.** These include In Person Assisters, Navigators, and Certified Application Counselors.
- 1.9 Navigators/In Person Assisters.** Persons who help individuals and families achieve successful enrollments into health plans through the MNSure marketplace. Navigators/In Person Assisters will be listed on the MNSure website and are obligated to help any consumer that contacts them for assistance. Navigators/In Person Assisters are not insurance agents or brokers. Navigators/In Person Assisters must be certified by MNSure and are only compensated for successful enrollments.
- 1.10 Certified Application Counselors ("CAC").** Persons trained and certified to help people

with MNsure questions. They do this as part of their jobs at organizations such as hospitals, clinics, associations and other groups. CACs are not insurance agents or brokers, are not listed on the MNsure website, and are not obligated to help any consumer with MNsure questions. CACs are not compensated by MNsure.

- 1.11 Qualified Health Plan (QHP).** A health plan that meets the definition in section 1301 (a) of the Affordable Care Act, Public Law 111-48 and have been certified by the MNsure Board of Directors in accordance with Minnesota Statutes 62V.05, subd. 5, to be offered through MNsure.
- 1.12 Subsidized QHP.** Occurs when a consumer is eligible to purchase a Qualified Health Plan and receive an Advanced Payment of Premium Credit (APTC) and/ or Cost Sharing Reduction (CSR).
- 1.13 Unsubsidized QHP.** Occurs when a consumer is eligible to purchase a Qualified Health Plan, but is either ineligible or has elected not to apply for both an Advance Payment of Premiums Tax Credit and Cost Sharing Reduction.
- 1.14 Advanced Payment of Premium Tax Credit (APTC).** An advance payment of a premium tax credit paid directly to a QHP issuer that can used at the consumer's discretion to lower monthly QHP premium payments.

## 2.0 AGENCY COLLABORATION

2.1 Joint Duties. MNsure and DHS shall create an interagency workgroup on joint issues, including, but not limited to, the following:

- 2.1.1 Eligibility, enrollment and account management issues that are common to the development of an Exchange and the modernization of the current Eligibility Determination and Enrollment Systems at DHS including creation and usage of a single, streamlined application for individual eligibility;
- 2.1.2 Recommendations on roles and responsibilities between the Exchange and DHS related to operationalizing eligibility determinations, verifications data updates, eligibility re-determinations, notices, appeals and enrollment through a set of single, streamlined processes for individuals utilizing the Exchange;
- 2.1.3 Program integration strategies including creation of common work plans, timelines and mitigation of issues; and
- 2.1.4 Other strategies to ensure compliance with federal regulations and timelines.
- 2.1.5 The workgroup shall report its findings and recommendations to designated leadership in DHS and MNsure or other governance structures that may be determined in the future on an as-needed basis.
- 2.1.6 MNsure and DHS shall collaborate on the timing of submission of documents for approval by CCIIO and CMS, so as, to the extent possible, achieve simultaneous reviews of documents by CCIIO and CMS.

2.2 MNsure and DHS shall:

- 2.2.1 Review the monthly reports regarding transfer of funds within and among all accounts to ensure accuracy.
- 2.2.2 Use the Chief Financial Officers or their designees as the first level hearing to resolve any disputes regarding such accounts within SWIFT.
- 2.2.3 Escalate any disputes that cannot be resolved at the first level to the Executive Director of MNsure and the Commissioner of DHS.
- 2.2.4 Recommend roles and responsibilities between MNsure and DHS related to the financial management and budget operations of the federal Establishment Grants,

- and Medicaid funding.
- 2.2.5 Recommend SWIFT security roles to be utilized as part of the multi-agency financial management and budget operations of the federal Establishment Grants.
  - 2.2.6 Recommend mid-year and end-of-year reallocation of federal Establishment grants.
  - 2.2.7 Review business process issues with the SWIFT security roles implemented and make recommendation for adjustments.

### 3.0 DIRECT CHARGING DUTIES

#### 3.1 Joint Duties:

- 3.1.1 MNSure and DHS shall mutually agree upon appropriate utilization of the direct charge methodology. Direct charge methodology may be used for direct charging of staff, IT infrastructure hardware, software and licensing purchases, IT service contracts and other general administrative support purchases. All direct charges must be approved by both agencies as outlined below and allocated based on Attachment B, which is hereby incorporated by reference. The following duties identified in sections 3.2 and 3.3 below shall be implemented when the direct charge method is utilized.

#### 3.2 Duties to be performed by MNSure:

- 3.2.1 Create separate SWIFT FINDEPT ID and budgets under each federal Health Insurance Establishment Grant Agreement, which is hereby attached and incorporated into this agreement. FINDEPT IDs shall be created to meet the needs of both MNSure and DHS. FINDEPT IDs will be part of the MNSure account structure.
- 3.2.2 Provide designated DHS staff with, and maintain a record identifying, all personnel that have SWIFT security access to appropriate MNSure FINDEPT ID's as outlined in Attachment A for the purpose of Medicaid cost allocation. The record must identify each person by full name, division, department, security ID, password, and designated SWIFT security role
- 3.2.3 Ensure cash draws and quarterly federal financial reports are processed in a manner that meets the needs of both MNSure and DHS.
- 3.2.4 Coordinate with MN.IT@DHS staff, as appropriate, to review and approve IT purchases and allocate eligible Health Insurance Exchange development costs to the MA program in accordance with OMB-A-87 requirements and standards, and approved establishment grants, APDs and cost allocation plans. Approval from both agencies is required prior to purchase. Prior approval is needed from both Scott Peterson, and Barb Geiger, or their respective successors, for IT purchases.
- 3.2.5 Obtain any and all necessary approvals required by CCIIO.
- 3.2.6 Receive written approval from DHS prior to entering into any contract which is required to be cost allocated to the MA program and/or require approval by the Centers for Medicare & Medicaid Services (CMS). Written approval may be provided via email from the Chief Financial Officer of DHS, the Deputy Assistant Commissioner of Health Care Administration, or the DHS Authorized Representative under this Agreement.
- 3.2.7 Initiate the creation of and maintain on an ongoing basis, a workgroup consistent with Section 2.2 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 financing of the MNSure.
- 3.2.8 Establish and adjust MNSure budgets through the MNSure staff that is authorized

and has the ability through role-based security in SWIFT the SWIFT.FINDEPT ID, Hanh Tran or her successor and report this activity monthly.

- 3.2.9 Monitor activity monthly by Barb Juelich or her successor, and by any work groups pursuant to Section 2.2. Changes in authorized staff including additional staff or staffing replacements shall be communicated to DHS's authorized representative.
- 3.2.10 Ensure that only indirect costs related to staff are included in the cost allocation to Medicaid.

### 3.3 Duties to be performed by DHS:

- 3.3.1 Obtain any and all necessary Medicaid-related approvals required by CMS.
- 3.3.2 Participate in any workgroup created under Section 2.2.
- 3.3.3 Provide designated MNSure staff with, and maintain a record identifying, all personnel that have SWIFT security access to appropriate DHS FINDEPT ID's as outlined in Attachment A for the purpose of Medicaid cost allocation. The record must identify each person by full name, division, department, security ID, password, and designated SWIFT security role.
- 3.3.4 Obtain approval of procurements from the MNSure with the exception of general supplies, computers and technology equipment for approved staff, and other general administrative support costs such as rent, communications, and network access.
- 3.3.5 Assign approved staff to appropriate FINDEPT IDs for funding.
- 3.3.6 Obtain approval from MNSure for assigning staff costs to FINDEPT IDs when the position was not included in the grant.
- 3.3.7 The DHS staff who are authorized and have the ability through role-based security in SWIFT to establish and adjust DHS budgets in the SWIFT FINDEPT ID are Randy Smunk and Kathy Lee or their successors. This activity will be reported monthly and monitored by Randy Smunk and Kathy Lee or their successors, and by any relevant work group created pursuant to Section 2.2.

## 4.0 INFORMATION TECHNOLOGY PERSONNEL COST ALLOCATIONS

### 4.1 Duties to be performed by MNSure:

- 4.1.1 MNSure shall identify MN.IT@MNSure staff and coordinate with DHS and MN.IT Central to cost allocate personnel costs between DHS and MNSure according to approved grant applications and APDs outlining cost allocation for MNSure IT staff.
- 4.1.2 MNSure shall coordinate with MN.IT Central to cost allocate any MN.IT central staff directly assigned to the MNSure project for identity management functions, to cost allocate personnel costs between DHS and MNSure according to approved grant applications and APDs outlining cost allocation for MNSure IT staff.
- 4.1.3 MNSure shall coordinate with DHS to implement a time study for MN.IT@DHS IT staff to account for IT personnel costs associated with MNSure. Personnel costs shall be allocated between MNSure and DHS based on approved grant applications and APDs outlining cost allocation for MNSure IT staff.
- 4.1.4 MNSure grants shall include an estimated total costs for IT staff through calendar year 2014 based on MNSure and DHS estimates. MNSure shall monitor IT personnel costs against approved grant amounts.
- 4.1.5 MNSure shall coordinate with DHS to account for any cost overruns for IT personnel costs within the grant.

- 4.1.6 MNSure will establish a blanket encumbrance based on estimated costs included in Establishment Grants. Encumbrances will be updated as needed.
- 4.1.7 MNSure shall not agree to the cost allocation of any MN.IT costs, which are not consistent with federal requirements or any costs that have not received necessary federal approvals.
- 4.2 Duties to be performed by DHS:
  - 4.2.1 DHS shall allow for direct charging of the Medicaid share of IT Personnel costs based on approved grant applications and approved APDs outlining cost allocation for MN.IT@MNSure and MN.IT Central Identify Management IT staff.
  - 4.2.2 DHS shall create a time study for MN.IT@DHS staff to track time associated with MNSure development and implementation. The time study shall separately identify the MNSure development and implementation work associated with Medicaid and Modernization project time from work done for the MNSure infrastructure or non-Medicaid portions of MNSure. Cost associated with time for MNSure infrastructure development and implementation shall be cost allocated according to approved grant applications and APDs.
  - 4.2.3 DHS shall invoice based on time study results and approved cost allocation plan for the MNSure share of MN.IT@DHS personnel costs.
  - 4.2.4 DHS APDs shall include overall estimated costs for IT staff through calendar year 2014 based on MNSure and DHS estimates.
  - 4.2.5 DHS shall coordinate with MNSure to account for any cost overruns for IT personnel within the APD.

## 5.0 Issuance Operations Center (IOC):

### 5.1 Duties to be performed by MNSure:

- 5.1.1 Draft and maintain notice templates related to eligibility and enrollment in a Subsidized QHP (with APTC and/or CSR) or Unsubsidized QHP (without APTC and CSR), Small Employer Health Options Program (SHOP) and Exemption from Mandate so that such notices are correctly transmitted to the IOC, printed and mailed.
- 5.1.2 Work with MN.IT and vendors to establish and update relevant software within the COTS products and integration layer that will trigger a notice being sent out.
- 5.1.3 MNSure will establish a blanket encumbrance based on estimated costs included in Establishment Grants. Encumbrances will be updated as needed.

### 5.2 Duties to be performed by DHS:

- 5.2.1 Draft and maintain notice templates related to enrollment in or eligibility for Medical Assistance (MA) and MinnesotaCare (MCRE) so that such notices are correctly transmitted to the IOC, printed and mailed.
- 5.2.2 Work with MN.IT and vendors to establish and update relevant software within the COTS products and integration layer.

### 5.3 Joint Duties:

- 5.3.1 MNSure and DHS shall collaborate to: establish roles and responsibilities for notices as appropriate and to allow access to the system areas as appropriate to make adjustments for notices; to establish a payment rate and invoicing system; to ensure reconciliation of IOC invoices related to notices; and to ensure that notice costs are allocated correctly.

## 6.0 RECEIPT CENTER

### 6.1 Duties to be performed by MNSure:

- 6.1.1 Establish processes for billing and collecting of premiums including electronic, check and cash payments. Consult with DHS regarding collection of MCRE premiums, as appropriate.
- 6.1.2 Establish electronic payment processing with the state's banking partner to collect payment by credit card, debit card, e-check or electronic fund transfers;
- 6.1.3 Establish a relationship with the DHS Receipt Center to process payments mailed in with check or money order.
- 6.1.4 Establish a process with the DHS Customer Service Center to accept walk-in check or cash payments.
- 6.1.5 Invoice DHS for transactional costs associated with MCRE, as necessary.
- 6.1.6 MNSure will establish a blanket encumbrance based on estimated costs included in Establishment Grants. Encumbrances will be updated as needed.

6.2 Duties to be performed by DHS:

- 6.2.1 Process payments that are mailed in with check or money order for MNSure invoices.
- 6.2.2 Process walk-in payments for MNSure.
- 6.2.3 Process payment adjustments as appropriate for the MCRE program. Adjustments may include non-sufficient fund adjustments, refunds and corrections.
- 6.2.4 Invoice MNSure based on approved transactional rates; segregating costs between MCRE transactions and non-MCRE transactions.

6.3 Joint Duties:

- 6.3.1 MNSure and DHS shall collaborate to establish roles and responsibilities for MCRE premium adjustments, reconciliation and other premium management related issues as appropriate.
- 6.3.2 MNSure and DHS shall collaborate to allow security role access to the MNSure Financial Modules as appropriate to make adjustments for MCRE payments.
- 6.3.3 MNSure and DHS shall collaborate to ensure reconciliation of MCRE funds received and applied to correct accounts.

7.0 MinnesotaCare Operations (MCRE Ops)

7.1 Duties Related to application administration of Subsidized QHP and Unsubsidized QHP

7.1.1 Duties to be performed by MNSure:

- 7.1.1.1 Provide financial resources for DHS to administer applications for designated programs. The financial resources shall be an amount that is based on a cost allocation that is consistent on federal requirements. The cost allocation methodology shall be mutually agreed upon by January 31, 2014, and may be updated at any time by mutual agreement.
- 7.1.1.2 Regularly inform DHS about any program developments, knowledge of which may be necessary for their application and administration of these programs.
- 7.1.1.3 Establish a blanket encumbrance based on estimated costs included in Establishment Grants. Encumbrances will be updated, as needed.
- 7.1.1.4 MNSure shall review and approve any policies or procedures. MNSure shall provide DHS specific explanation for not approving a procedure. A procedure shall be considered approved, if MNSure has not objected to a procedure within seven business days of receiving the procedure.

7.1.2 Duties to be performed by DHS:

- 7.1.2.1 Receive and enter paper applications into the system, review online applications, ensure an eligibility determination is made for both paper and

online applications, and provide customer service regarding eligibility determinations.

7.1.2.2 Regularly update MNSure on status of, and information regarding applications and administration necessary for MNSure oversight of program.

7.2 Duties Related to walk-ins for Subsidized QHP and Unsubsidized QHP.

7.2.1 Duties to be performed by MNSure:

7.2.1.1 Provide financial resources for DHS to administer walk-in function, based on a formula to be mutually agreed to by DHS and MNSure no later than January 31, 2014

7.2.2 Duties to be performed by DHS:

7.2.2.1. Provide in person assistance to Subsidized QHP, Unsubsidized QHP, and SHOP applicants and enrollees who need to or wish to speak to a Minnesota Health Insurance Program Representative.

7.2.2.2 If applicable, collect first month's premium for enrollees who choose to make it in office.

8.0 CONSUMER ASSISTANCE PARTNERS (NAVIGATORS, IN PERSON ASSISTERS, CERTIFIED APPLICATION COUNSELORS)

8.1 Duties to be performed by MNSure:

8.1.1 MNSure shall coordinate with DHS on the Consumer Assistance Partner Program by:

8.1.1.1 Managing joint professional/technical contracts and data sharing agreements with all formal, external partners of the Consumer Assistance Partner program, including: Navigators; In Person Assisters; and Certified Application Counselors.

8.1.1.2 Paying Navigators/In Person Assisters \$70.00 (seventy dollars) per individual, effectuated enrollment in a QHP from a blanket encumbrance up to an amount determined by MNSure.

8.1.1.3 Providing funding for three staff level positions at DHS to support daily operations of the Consumer Assistance Partner program. These will be directly charged to MNSure FINDEPT ID.

8.1.1.4 Providing \$160,000 to DHS for navigator/in person assister payments at \$25.00 per individual enrollment in MA.

8.1.1.5 Providing cost allocated funding for the Assister Resource Center Supervisor. The cost allocation methodology shall be mutually agreed upon by January 31, 2014 and may be updated at any time by mutual agreement.

8.1.1.6 MNSure shall coordinate with DHS in making any determinations regarding Consumer Assister Program certifications that involve a background study. No subject of a background study shall be certified by MNSure without the affirmative assent of both agencies provided that asset is not unreasonably withheld.

8.2 Duties to be performed by DHS

8.2.1 DHS shall coordinate with MNSure on the Consumer Assistance Partner Program by:

8.2.1.1 Paying Navigators/In Person Assisters \$70.00 (seventy dollars) per individual enrollment in MinnesotaCare from a blanket encumbrance up to an amount determined by DHS.

- 8.2.1.2 Paying Navigators/In Person Assistors \$25.00 (twenty five dollars) per individual enrollment in Medical Assistance from a blanket encumbrance up to an amount determined by DHS.
- 8.2.1.3 Providing operational management of the Assister Resource Center in coordination with MNSure executive leadership by:
  - 8.2.1.3.1 Providing day-to-day operational management of the Assister Resource Center.
  - 8.2.1.3.2 Providing cost allocated funding for the Assister Resource Center Supervisor. The cost allocation methodology shall be mutually agreed upon by January 31, 2014 and may be updated at any time.
  - 8.2.1.3.3 Providing designated MNSure staff with sufficient access to the following email accounts to allow for the performance of their job duties: [mnsureca@state.mn.us](mailto:mnsureca@state.mn.us); and [navigators@mnsure.org](mailto:navigators@mnsure.org).
- 8.2.1.4 Duties to be performed by the DHS Assister Resource Center (ARC)
  - 8.2.1.4.1 DHS ARC shall assist MNSure Consumer Assistance Partners by:
    - A. Providing case status, eligibility determination, processing entity, medical ID, etc. in order to help facilitate their follow-up and assistance to the applicant or enrollee.
    - B. Providing policy clarification.
    - C. Responding to requests for other information, materials, resources, etc.
    - D. Facilitating communication of critical information to assisters.
    - E. Reporting outcomes as well as produce internal dashboards and other reports.
    - F. Tracking and managing compensation to Navigators/In Person Assistors for those assisted and enrolled in coverage.
    - G. Coordinating training activities.
    - H. Maintaining assister policies, procedures and resource manual.
    - I. Providing technical assistance to the extent possible.
  - 8.2.1.5 Duties to be performed by the DHS Background Studies Division
    - 8.2.1.5.1 DHS Background Studies Division shall:
      - A. Provide designated MNSure staff with sufficient user access to the DHS NETStudy application to allow for the performance of their job duties.
      - B. Provide staff resources to input and process all Consumer Assistance Partner background study requests in a timely manner.
      - C. 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.
      - D. Notify MNSure through NETStudy of the results of each background study.

- E. 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.
- F. Provide MNsure a copy of the notice described in item E.
- G. With respect to the Consumer Assistance Partner programs, provide technical assistance to MNsure in any review or appeal requested by a background study subject.

### 8.3 Joint Duties

- 8.3.1 MNsure and DHS shall collaborate on the development of consent forms for use in the background studies for Consumer Assistance Partners, assuring that the consent forms meet the requirements of Minnesota Statutes, section 245C.32. deemed qualified without the affirmative approval of both MNsure and DHS.
- 8.3.2 MNsure and DHS shall collaborate on providing strategic oversight and management of the Consumer Assistance Partner Program, on providing program direction to the Assister Resource Center, and on coordinating shared authority for the operations of the Consumer Assistance Partner Program.

## 9.0 LIMITED ENGLISH PROFICIENCY (LEP) AND EQUAL OPPORTUNITY (EO)

### 9.1 Duties Related to Limited English Proficiency and Equal Opportunity

#### 9.1.1 Duties to be performed by MNsure

9.1.1.1 For English language documents usage of which is totally or for the most part of MNsure (as opposed to DHS public programs) MNsure shall for the creation and subsequent revisions of said documents:

- (A) procure a quote from language translation vendor(s),
- (B) Select the vendor
- (C) review any changes to English documents from translation preparation,
- (D) select the vendor, and
- (E) coordinate necessary revisions with the vendor
- (F) make payment to the vendor.

#### 9.1.2 Duties to be performed by DHS

9.1.2.1 For English language documents of combined MNsure and DHS usage (e.g., combined application 6696) and all subsequent revisions of said documents, DHS shall:

- (A) procure a quote from the language translation vendor(s),
- (B) select the vendor,
- (C) review any changes to English documents from translation preparation
- (D) complete a proof read and glossary review of the translated documents,

- (E) coordinate necessary revisions with the vendor, and
- (F) make payment to the vendor.

9.1.2.2 For English documents where MNsure has majority or complete usage and all subsequent revisions of said documents, DHS shall:

- (A) at the express request of MNsure and the agreement of DHS, procure a quote from the vendor(s),
- (B) prepare the English version of the document for translation,
- (C) complete a proof read and glossary review of the translated documents, and
- (D) coordinate necessary revisions with the vendor.

#### 9.1.3 Joint Duties

9.1.3.1 MNsure and DHS shall mutually agree upon which documents MNsure has majority or complete usage and which documents are combined MNsure and DHS usage no later than April 1, 2014. Subsequently this determination will be made at the time of document creation, with annual review no later than January 31 of each calendar year.

### 10.0 COMPLIANCE

10.1 DHS and MNsure will collaborate on:

- 10.1.1 Providing suitable staffing resources for testing eligibility determinations.
- 10.1.2 Designing and executing testing of eligibility determinations.
- 10.1.3 Developing reporting templates for audit trail logging data.
- 10.1.4 Developing oversight and monitoring protocols for the Consumer Assistance Partner community.
- 10.1.5 Developing oversight and monitoring protocols for the DHS Receipts Center.
- 10.1.6 Performing fraud or other investigations, as needed.

### 11.0 ELIGIBILITY AND ENROLLMENT ROLES AND RESPONSIBILITIES

- 11.1 Eligibility and enrollment activities are outlined in **Attachment D "Eligibility and Enrollment Activities,"** which is hereby incorporated by reference. Eligibility and enrollment roles may be adjusted according to Section 17.0, without amendment to this Agreement, unless such adjustment would conflict with other provisions of this agreement.
- 11.2 Duties to be performed by MNsure:
  - 11.2.1 MNsure will provide oversight and approval services identified in Attachment D related to Subsidized QHP and Unsubsidized QHP.
  - 11.2.2 Provide financial resources for a portion of printing costs based on a formula to be mutually agreed upon by DHS and MNsure. The financial resources shall be an amount that is based on a cost allocation that is consistent on federal requirements. The cost allocation methodology shall be mutually agreed upon by January 31, 2014 and may be updated at any time by mutual agreement.
  - 11.2.3 Provide necessary review and approval of updated Insurance Affordability Application, forms and policy answers, as required.
  - 11.2.4 Regularly inform DHS about any program developments, knowledge of which may be necessary for updating of the Insurance Affordability Programs manual, which will explain eligibility policy for MA, MinnesotaCare, and Subsidized QHP eligibility.

- 11.2.5 Provide oversight and approval of Insurance Affordability Programs manual as it relates to Subsidized QHP.
- 11.3 Duties to be performed by DHS:
  - 11.3.1 Update and maintain the Insurance Affordability Programs manual, which includes eligibility policy direction for county staff, tribal staff, state staff, and navigators/in person assisters and certified application counselors for MA, MinnesotaCare, and Subsidized QHP.
  - 11.3.2 Update and maintain necessary forms needed for eligibility determinations and maintenance of MA, MinnesotaCare, and Subsidized QHP
  - 11.3.3 Provide policy support for Subsidized QHP for eligibility determining entities; answer questions they may have regarding eligibility policy.
- 11.4 Duties related to Eligibility System Help Desk Support:
  - 11.4.1 Duties to be performed by MNsure:
    - 11.4.1.1 Regularly inform DHS on any program developments, knowledge of which may be necessary for development and maintenance of the Help Desk function.
    - 11.4.1.2 Provide financial resources for the cost of Help Desk staff based on assistance provided for Subsidized QHP and Unsubsidized QHP eligibility determinations. The financial resources shall be an amount that is based on a cost allocation that is consistent on federal requirements. The cost allocation methodology shall be mutually agreed upon by January 31, 2014 and may be updated at any time by mutual agreement.
  - 11.4.2 Duties to be performed by DHS:
    - 11.4.2.1 Provide new system support for Subsidized QHP and Unsubsidized QHP cases, as needed. This includes answering questions from workers on system issues and communicating system problem information to workers.
  - 11.4.3 Joint duties:
    - Review the degree of support the Health Care Eligibility System Help Desk provides for Subsidized QHP and Unsubsidized QHP eligibility determinations. This review should be conducted no later than April 1, 2014.

## 12.0 TRAINING

- 12.1 Duties to be performed by MNsure:
  - 12.1.1 Regularly inform DHS on any program developments, knowledge of which may be necessary for development and maintenance of training.12.1.2 Provide oversight and approval of training material related to Subsidized QHP
  - 12.1.2 Provide financial resources for the cost of training material related to Subsidized QHP. The financial resources shall be an amount that is based on a cost allocation that is consistent on federal requirements. The cost allocation methodology shall be mutually agreed upon by April 1, 2014, and may be updated at any time upon mutual agreement.
- 12.2 Duties to be performed by DHS:
  - 12.2.1 Train state, county and tribal human services agency staff on eligibility for Subsidized QHP as part of Health Care/Affordable Care Act (ACA) training.

12.2.2 Manage training course loading and maintenance, user registration, and related duties for online MNSure-specific training and related training.

12.3 Joint duties:

12.3.1 MNSure and DHS will communicate and coordinate on training issues of mutual interest, including MNSure training for public program staff, public program and system training for Consumer Assistance Partners, and on the on the selection of technology hardware and software to maintain ongoing compatibility.

12.3.2 Review DHS resources dedicated to development and provision of training for Consumer Assistance Partners, and for administration of Subsidized QHP. This review should be conducted no later than April 1, 2014.

13.0 CALL CENTER

13.1 Duties Related to Minnesota Health Care Programs / Public Programs / Health Insurance Exchange Activities

13.1.1 MNSure Duties

13.1.1.1 The MNSure Contact Center will be available to help inform, assist, and guide individuals, employees, and small business owners through the MNSure Marketplace to ensure they find the most appropriate health plan available to meet their needs.

13.1.1.2 The MNSure Contact Center will be the first point of contact for all calls to MNSure from individuals, employees, employers, virtual DHS Call Center, carriers, and other state agencies.

13.1.1.3 The MNSure Contact Center will assist with general questions and requests related to the MNSure Marketplace and Qualified Health Plans (QHP).

13.1.1.4 Non QHP Calls to Virtual DHS Contact Centers - The MNSure Contact Center will provide high level information to contacts enrolled in Minnesota Health Care programs (MHCP). Calls that require more detailed information or assistance will be transferred to the appropriate DHS Call Center to handle:

- A. The MNSure Contact Center will provide a "warm transfer" when MNSure call volumes allow, otherwise an educated transfer or chat will be utilized.
- B. Contacts requesting a life event change or enrollment/eligibility into other public programs will be referred to their case worker, county website, and/or county website.

13.1.2 DHS Member Help Desk Duties:

13.1.2.1 DHS shall respond to MHCP questions, requests, issues and concerns.

13.1.2.2 DHS shall respond to calls from recipients about healthcare provider-related benefit issues.

13.1.2.3 DHS shall be the first point of contact for Fee-For-Service (FFS) members regarding benefits, claims paid and authorization inquiries.

13.1.2.4 DHS Member Help Desk shall act as a liaison between the Member Help Desk, MNSure Contact Center and Provider Call Center. Responsibilities include receiving and responding to chats and Lync messages from all DHS contact centers that are part of the MNSure virtual contact center (The virtual contact center will include MNSure

Contact Center, MinnesotaCare Contact Center, Member and Provider Help Desks, Assistor Resource Center, and Managed Care Ombudsmen—all of which will eventually be interconnected through a software platform)

13.1.3 Non Fee-for Service Calls to DHS Virtual Contact Centers

13.1.3.1 The Member Help Desk (Tier I-first level of support) provides high level information to members enrolled in MA and MCRE. Calls that require more detailed information, or are for MNSure, are transferred to the MHCP Tier II representatives, MNSure or MCRE, as appropriate.

13.1.3.2 The Member Help Desk transfers calls directly to Tier II MHCP Reps (a "warm transfer"). They transfer calls for MNSure and Minnesota Care call centers to the general phone number.

13.1.3.3 Member Help Desk representatives transfer calls reporting life changes (changes in residence, household composition, etc.), managed care changes, enrollment or information requests, or specific eligibility requests to the county financial worker, county managed care ombudsman, DHS managed care ombudsman or Minnesota Care, as appropriate.

13.1.4 DHS MinnesotaCare Contact Center

13.1.4.1 The DHS MinnesotaCare Contact Center will provide services detailed in 13.2.2.1 to MinnesotaCare, Subsidized QHP and Unsubsidized QHP consumers. Calls may be received directly, or will be transferred from the MNSure contact center, the DHS Member Call Center, or other entities.

13.2 Duties Related to Related to MHCP / Public Programs / Exchange Activities

13.2.1 MNSure Duties

13.2.1.1 The MNSure Contact Center will answer general questions regarding MNSure, eligibility, applications, and assistance with applications.

13.2.2 DHS MinnesotaCare Contact Center Duties

13.2.2.1 The DHS MinnesotaCare Contact Center shall:

- a. Provide consumers with the status of their MinnesotaCare and Subsidized QHP and Unsubsidized QHP case.
- b. Explain MinnesotaCare, Subsidized QHP, and Unsubsidized QHP guidelines to consumers.
- c. Act on changes reported by consumers enrolled in MinnesotaCare, Subsidized QHP, and Unsubsidized QHP.
- d. Discuss and attempt to resolve escalated issues or complaints with program consumers.
- e. Answer questions from consumers regarding their MinnesotaCare premium, billing and/or payment.
- f. Communicate information to counties, MNSure and other business partners to assist consumers in meeting their health care needs.
- g. Complete initial enrollment in a managed care health plan for consumers eligible for MinnesotaCare.

14.0 COMMUNICATIONS

14.1 MNSure and DHS shall collaborate on determining the allocation of marketing costs

between the two agencies. MNSure shall not allocate any marketing costs, which are not consistent with federal requirements or that have not received necessary federal approvals.

14.1.1 For DHS Graphics and MN.IT eForms support, review DHS staff resources devoted to MNSure forms and graphics development and updates. This review should be conducted no later than April 1, 2014. If appropriate, cost allocation from MNSure for DHS Graphics or MN.IT eForms support, and related communication staff based on staff time dedicated should be pursued. If appropriate, this issue will be referred to the interagency workgroup referenced in Section 2.2.

14.2 DHS is solely responsible for ensuring MHCP communications are up to date and is responsible for the integrity of MHCP information.

14.3 MNSure and DHS shall adhere to each agency's branding guidelines and to the extent practical, will consult with the respective appropriate marketing and communication business areas prior to incorporating the other's brands in new marketing and communications materials.

#### 15.0 APPEALS

15.1 MNSure and DHS shall perform all services in accordance with the interagency agreement between MNSure and DHS dated May 23, 2013, as amended.

15.2 Consideration and payment for services shall be made in accordance with section IV of the May 23, 2013 agreement, as amended.

#### 16.0 Term of Agreement:

16.1 **Effective date:** September 30, 2013, or the date all required signatures are obtained, whichever is later.

16.2 **Expiration date:** November 30, 2013.

#### 17.0 Authorized Representative

17.1 DHS's Authorized Representative is: Charles E. Johnson, Deputy Commissioner for Policy & Operations, or his successor.

17.2 MNSure's Authorized Representative is: Erik D. Larson, Chief Operating Officer or his successor.

#### 18.0 Amendments

Any amendment to this Agreement must be in writing and will not be effective until it has been approved and executed by the parties. Amendments to the attachments for this Agreement may be made without amendment to this Agreement.

#### 19.0 Audits

DHS and MNSure shall make available books, records, documents, and accounting procedures and practices relevant to this Agreement for examination by any state or federal authorized auditor, as required or as appropriate for the duration of this Agreement and a minimum of six years from the end of this Agreement.

#### 20.0 Reporting

DHS and MNSure shall create reports relevant to this Agreement required by state or federal law and the reporting requirements of funding agencies.

## **21.0 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.

## **22.0 Cancellation.**

This agreement may be canceled by any party at any time, with or without cause, upon ninety (90) days written notice to the other party. In the event of such a cancellation, parties providing services shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

## **23.0 Assignment**

No party to this Agreement shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.

## **24.0 Information Privacy Protection**

24.1 Any data sharing under this Agreement shall be governed by the duties and obligations of each party identified in the data sharing Agreement executed between DHS and MNSure effective August 23, 2013, as amended.

24.2 To the extent any DHS staff require access to private or non-public data on MNSure participants in carrying out the duties under this Agreement, these staff must first receive explicit authorization from the MNSure Board, or its delegate.

24.2.1 In order to effectuate this process, DHS shall provide MNSure's Privacy and Security Manager with an initial list of all DHS staff that will require such access and this list shall include a description of the work being carried out by these staff and why such access is necessary for accomplishing this work, a verification that each individual is current on any required privacy and security training, and, if the individual is a contractor, whether a criminal background check has been performed for the individual.

24.2.2 DHS shall immediately notify the MNSure Privacy and Security Manager of any staffing changes which impact this initial list.

24.2.3 To the extent that MNSure denies or revokes any DHS staff access, MNSure shall immediately notify the appropriate DHS manager.

24.3 To the extent any MNSure staff require access to private or non-public DHS data, this staff must first comply with any DHS policies and procedures related to the provision of such access.

## **25.0 CONSIDERATION AND PAYMENT – Direct Charge**

- a) Costs under the direct charge method shall be charged to the appropriate FINDEPT ID according to Attachment B. Direct charges shall only proceed after approval for grant funding has been received by MNSure from CCIIO and state approvals under Minnesota Statutes section 3.3005 have been obtained. Cost allocation to Medicaid may only proceed after any necessary prior approval of these activities has been received by DHS from CMS (eligible activity).

- b) Modifications to Exhibits A may be made by the workgroup identified in Section II without revision of this Agreement. With prior approval by Barb Juelich, MNSure 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 2.2.11 of the changes to Exhibit A.
- c) Cost incurred under Exhibit A prior to execution of this Agreement may be included as part of this Agreement.
- d) Invoices shall be sent on a monthly basis or according to a schedule outlined within this contract. Invoices will be paid within 30 days of receipt.

**26.0 CONDITIONS OF PAYMENT.** All services provided by each agency under this Agreement must be performed to the mutual satisfaction of all parties as determined at the reasonable discretion of each agencies Authorized Representative.

1. MNsure

By: [Signature]  
(with delegated authority)

Title: ~~Deputy Commissioner for Policy & Operations~~

*MNsure Executive Director*

Date: 9-30-13

2. Minnesota Department of Human Services

By: [Signature]  
(with delegated authority)

Title: Deputy Commissioner

Date: 9/30/2013

**ATTACHMENT A**

Allocations may be adjusted per Section 24 without amendment to the contract.

**Grant 2 – HEIE120107**

	Name Fund APPROP FINDEPT FY	Feb IT 4120 H601500 H6034100 14	DHS 75% 2001 H551472 H5532496 14	DHS 90% 2001 H551472 H5532493 14
41000	Salaries			
	Fringe			
41100	Space Rental			
41130	Prof -Tech Outside Vendo			
41145	IT/Prof/Tech	\$7,349,380.34	\$84,848.89	\$9,469,388.33
41150	Computerand Systems		\$239,358.99	
41155	Communications			
41160	Travel In state			
41170	Travel Out State			
41180	Staff Development			
41300	Supplies			
41400	Equipment	\$13,483.12	\$9,819.88	
42000	Indirect			
43000	Other Operating Costs	\$328,650.01		
Total		\$7,691,513.46	\$334,027.77	\$9,469,388.33

NOTE: MNSure is in the process of transferring the grant funds from Commerce to MNSure through a request to the Office of Grants Management. Once approval is received, 3000 fund FINDepts will be set up and all activity will be transferred to the new FINDepts.

DHS 90% grant will only be utilized for design and development contracts including the Maximus contract, ASAP, IV&V. FHS 75% FinDept will be used for infrastructure hardware, software and licensing purchases.

**Grant 3 – HEIE12135**

	Name Fund APPROP FINDEPT FY	Sept IT 4120 H601500 H6034100 14	Sept NAV TBD after grant Transfer	DHS 75% 2001 H551472 H5532497 14	DHS 90% 2001 H551472 H5532494 14
41000	Salaries	\$248,219.40	250,000	\$0.00	\$180,780.60
	Fringe	\$78,933.77		\$0.00	\$57,488.23

41100	Space Rental	\$0.00		\$0.00	\$0.00
41130	Prof -Tech Outside Vendo				
41145	IT/Prof/Tech	\$4,751,191.27		\$0.00	\$4,222,212.91
41150	Computer and Systems	\$2,242,075.00		\$1,632,925.00	\$0.00
41155	Communications	\$21,000.00		\$0.00	\$0.00
41160	Travel In state				
41170	Travel Out State				
41180	Staff Development				
41300	Supplies	\$0.00		\$0.00	\$211.00
41400	Equipment	\$679,855.00		\$495,145.00	\$0.00
42000	Indirect	\$0.00		\$0.00	\$0.00
43000	Other Operating Costs	\$6,943.20		\$5,056.80	\$0.00
Total		\$8,028,217.64	250,000	\$2,133,126.80	\$4,460,692.74

NOTE: MNSure is in the process of transferring the grant funds from Commerce to MNSure through a request to the Office of Grants Management. Once approval is received, 3000 fund FINDepts will be set up and all activity will be transferred to the new FINDepts.

DHS 90% grant will only be utilized for design and development contracts including the Maximus contract, ASAP, IV&V. FHS 75% FinDept will be used for infrastructure hardware, software and licensing purchases.

**Grant 4 – HEIE13168**

	Name Fund APPROP FINDEPT FY	IT Support 3000 H601300 H6031500 14	IT Infrastructure 3000 H601300 H6031510 14		DHS75% 2001 H551472 H5532589 14	DHS 90% 2001 H551472 H5532588 14
41000	Salaries	\$927,294				\$849,804
	Fringe	\$294,880				\$276,238
41100	Space Rental					\$46,999
41130	Prof -Tech Outside Vendor					
41145	IT/Prof/Tech	\$3,165,569				
41150	Computer and Systems		\$4,837,924		\$3,390,247	
41155	Communications					
41160	Travel In state					
41170	Travel Out State					
41180	Staff Development					\$2848
41300	Supplies	\$27,738				\$19,642
41400	Equipment	\$13,886	\$983,620		\$716,380	\$10,114
42000	Indirect					

43000	Other Operating Costs	\$99,286				\$89,714
Total		\$4,552,653	\$5,821,544		\$4,106,627	\$4,165,763

NOTE: Highlighted FinDepts reflect proposed budget after federal approval of UAPD-7.  
DHS 90% grant will only be utilized for design and development contracts including the Maximus contract, ASAP, IV&V. FHS 75% FinDept will be used for infrastructure hardware, software and licensing purchases.

**Grant 5 – TBD**

	Name Fund APPROP FINDEPT FY					
41000	Salaries					
	Fringe					
41100	Space Rental					
41130	Prof -Tech Outside Vendor					
41145	IT/Prof/Tech					
41150	Computer and Systems					
41155	Communications					
41160	Travel In state					
41170	Travel Out State					
41180	Staff Development					
41300	Supplies					
41400	Equipment					
42000	Indirect					
43000	Other Operating Costs					
Total						

DHS 90% grant will only be utilized for design and development contracts including the Maximus contract, ASAP, IV&V. FHS 75% FINDEPT ID will be used for infrastructure hardware, software and licensing purchases.

## Attachment B

### Cost Allocation to Medicaid – Updated for FY 14 (August 15, 2013)

#### 1. Methodology

Approved cost allocation methodologies will be incorporated into the interagency agreement with the Minnesota Department of Human Services as well as the Minnesota Department of Human Services PAPDs, IAPDs and related updates as necessary.

#### 2. Processing

MNsure will allocate costs to Medicaid based on approved cost allocation methods submitted in grant applications and approved APDs. In addition MNsure will enter into an interagency agreement with the Minnesota Department of Human Services to outline the approved cost allocation method. Cost allocation is restricted to approved items in the cost allocation plan and for dates after the approved APD and signed interagency agreement is in effect.

As purchases are encumbered into SWIFT, MNsure informs financial management staff of the proper allocation of costs according to the approved formula. Payments are allocated by the same formula. MNsure reviews monthly encumbrances and expenditures to verify appropriate allocation formulas have been applied and purchasing dates are after an approved APD. Corrections are made as needed.

Ongoing cost allocation system will need to be developed based on MNsure operating structures, metrics for cost allocations and actual Medicaid participation beginning in 2015.

#### 3. Procedures

MNsure shall cost allocate costs associated with Information Technology, including all IT contracts, staff and associated administrative costs. Cost allocation ratios shall be based on approved rates in the CCIIO grant applications and Medicaid APDs.

From January 1, 2012 to July 13, 2012 those rates are:

- 24.3% allocated to Medicaid for personnel and associated administrative costs.
- 24.3% allocated to Medicaid for IT contracts

From July 13, 2012 until amended within the grant application, shall be:

- 42.14% allocated to Medicaid for personnel and associated administrative costs
- 42.14% allocated to Medicaid for IT consultants unless associated with specific Module of IT Solution
- 56.91% allocate to Medicaid for Maximus Contract and IT consultant work associated with Modules 2, 4, 5 and 7
- 67.31% allocated to Medicaid for Maximus Contract, license software agreements and IT consultant work associated with Module 1
- 0% allocated to Medicaid for Maximus Contract, license software agreements and IT consultant work associated with Modules 3 and 6

- 100% allocated to Medicaid for Maximus Contract license software agreements, and consultant work associated with non-MAGI screening

MNsure has proposed the following allocations based on updated enrollment estimates as discussed in Section 6.1.4 in the Level 2 grant application for activities starting October 1, 2013:

- 52.80% allocated to Medicaid for personnel and associated administrative costs
- 52.80% allocated to Medicaid for IT consultants unless associated with specific Module of IT Solution
- 66.17% allocate to Medicaid for Maximus Contract and IT consultant work associated with Modules 2, 4, 5 and 7 (Enrollment, Plan Selection, Navigator/IN-Person Assistor/Broker, Provider Display and Account Management)
- 74.85% allocated to Medicaid for Maximus Contract, license software agreements and IT consultant work associated with Module 1 (Individual Eligibility)
- 30.04% allocated to Medicaid for Maximus Contract, license software agreements and IT consultant work associated with Module 6 (Premium Processing)
- 0% allocated to Medicaid for Maximus Contract, license software agreements and IT consultant work associated with Module 3 (SHOP)
- 100% allocated to Medicaid for Maximus Contract license software agreements, and consultant work associated with non-MAGI screening

The following is the procedures to be used for the allocation of costs.

1) **Personnel Cost**

Prior to June 30, 2013 - IT staff for MNsure shall be cost allocated between DHS/Medicaid and MNsure CCIIO grant based on the approved cost allocation rates in each grants. MNsure and DHS shall utilize the MMB Inter-agency Request for State Employee Services to split code personnel costs between the CCIIO grant Dept ID and Medicaid Dept ID.

Beginning July 1, 2013 – IT staff located within the Department of Human Services shall participate in the DHS time study process to allocate IT costs to various programs including MNsure. Costs associated with time study results for MNsure IT activity will be allocated based on approved percent's for each grant and will be invoiced to MNsure quarterly.

IT staff located within MNsure shall be allocated based on approved rates in the grant/APDs.

IT costs to staff located at other agencies will be reviewed on a case by case request to identify which methodology to use.

2) **Maximus Contract**

Maximus contract cost allocation shall be based on cost per Module as identified in Schedule C of the contract. Cost allocation rates shall be based on approved rates in the grants/APDs. Invoices shall be reviewed for assigned costs to each Module. Assigned Module costs shall be allocated by approved rates and indicated on invoice for payment.

3) **Licensing Contracts**

Licensing Service Agreements with Maximus and sub-contractors shall be based on cost allocation approved rates in the grants/APDs. Encumbrance shall be set up based on approved plan. Payment shall follow encumbrance.

4) **Other IT Contracts**

Other IT contracts shall be based on cost allocation approved rates in the grants/APDs. Encumbrance shall be set up based on approved plan. Unless the contract is specifically tied to a Module, the rate shall equal the average rate of all Modules. Payment shall follow encumbrance unless alternative FINDepts split is requested by MNSure with documentation.

5) **Travel**

Travel is not cost allocated to Medicaid

6) **MN.IT Support Costs (network, phone, etc.)**

MN.IT costs will be allocated based on the number of MNSure IT FTEs/resources over all MNSure FTEs. Monthly expenditure corrections will be made to payments to reflect appropriate ratio through August 2012. From September 2012 through June 30 2013, the ratio of MNSure IT staff to total MNSure staff shall be used (See Table 1). Beginning in FY 2014 a new ratio shall be calculated for each quarter. The ratio will be based on MNSure IT staff to all MNSure staff as of the end of the quarter.

**TABLE 1 – MN.IT ALLOCATIONS – up through June 30, 2013**

MN.IT IT Allocations	Total	IT	Total Wireless Lines	16
Staff	12	1	IT	1
IT Ratio		8.33%	IT Ratio	6.25%
MA Allocation		42.14%	MA Allocation	42.14%
MA		3.5%	MA Percent	2.63%

7) **Rent**

Rent costs allocation shall be based on the number of MNSure IT resources over all MNSure resources per identified space. Room 120 – ratio of HIX staff. Room 110 – All IT contractors. Room 292 – ratio of IT/non-IT resources. Monthly expenditure corrections will be made to payments to reflect appropriate ratio through September, 2012. As of October 1, 2012, the ratio of IT staff to total HIX staff shall be used for the balance of FY 2013. (See Table 2). Beginning in FY 2014 the following methodologies will be used:

- A. 100 % IT – Resources utilizing the space are 100% dedicated to the IT build and therefore 100% of costs will be allocated based on approved IT allocations within the grant and APDs.
- B. 100% MNSure – Resources utilizing the space are 100% non-IT, therefore costs will be applied to the grant only and not allocated to Medicaid.
- C.IT/non-IT allocation – Resources utilizing the space include both IT and non IT resources including FTEs and staff augmentation consultants. Cost will be allocated at the end of each quarter based on the ratio of IT resources over all resources utilizing the space.

Beginning in 2015, a square footage allocation will be implemented to allocate lease costs across all operating programs.

**TABLE 2 – RENT ALLOCATION -**

RENT ALLOCATION – through June 30, 2013							
Room	Annual	Monthly	Adjust for balance FY 13		IT	Total IT	IT MA
Rm110	41,737.7 5	3,478.15	31,213.24	100%	31,213.2 4		
Rm 120	75,938.2 5	6,328.19	56,787.93	8.33 %	4,732.33		
Rm295	41,321.0 4	3,756.46	33,709.73	61.8 %	20,867.9 3		
		13,562.7 9	121,710.90		56,813.4 9	0.47	19.67 %

**TABLE 3 – Fiscal Year 14 Rent Costs and Allocation Methodologies**

Room	Sq. Feet	Cost Per Sq. Foot	Months	FY 14 Costs	Allocation
110	2287	18.25	2	\$ 6,956	A
110	2287	18.5	10	\$ 35,258	A
120	4161	18.25	2	\$ 12,656	B
120	4161	18.5	7	\$ 44,904	A
292	2470	18.25	4	\$ 15,026	A
170	378	18.25	6	\$ 3,449	A
3rd floor	11461	21.4	11	\$ 224,827	C
2nd floor	11381	21.4	9	\$ 182,665	B
3rd floor	11461	21.9	1	\$ 20,916	C
2nd floor	11381	21.9	1	\$ 20,770	B

- 8) **Supplies, Equipment, software for staff**  
Request for purchase shall be broken down by IT request and non IT requests and encumbered according to the approved cost allocation ratio for IT costs.
- 9) **Hardware, software, installation services for IT infrastructure**  
IT infrastructure purchases shall be allocated based on cost allocation approved rates in the grants/APDs. Encumbrance shall be set up based on approved plan. Unless the contract is specifically tied to a Module, the rate shall equal the average rate of all Modules. Payment shall follow encumbrance unless alternative FINDept split is requested by MNsure with documentation.
- 10) **Supplies –**

Prior to June 30, 2013, end of year supply allocation shall be based on the number of MNSure IT staff over all MNSure staff at the end of the FY. IT costs shall be cost allocated to MA based on the approved cost allocation ratio.

Beginning July 1, 2013, a new ratio shall be calculated for each quarter. The ratio will be based on MNSure IT staff to all MNSure staff as of the end of the quarter.

**11) Other Blanket encumbrances**

Prior to June 30, 2013, other staff related costs under blanket encumbrances shall be based on the number of MNSure IT staff over all MNSure staff at a point in time (based on December 2012 staffing ratios) (See Table 4). IT costs shall be cost allocated to MA based on the approved cost allocation ratio.

**TABLE 4 – OTHER COST ALLOCATIONS**

	Phone Lines	Other	Staff Only	
Total	18	29	13	Total
IT	1	12	1	IT
Percent IT	5.56%	41.38%	7.69%	Ratio IT
MA	42.14%	42.14%	42.14%	
% MA	2.34%	17.44%	3.24%	

Beginning July 1, 2013, a new ratio shall be calculated for each quarter and applied as appropriate. The ratio will be based on MNSure IT staff to all MNSure staff as of the end of the quarter.

**12) Space preparation**

Space preparation costs will not be costs allocated

**13) Other costs**

Request for other purchases, contracts, etc. shall be broken down by IT and non-IT and encumbered according to the approved cost allocation ratio for IT costs.

Costs associated with other agency staff such as Commerce and Health will not be cost allocated to Medicaid. Commerce and Health will complete time studies for grant activity.

## ATTACHMENT C - Payment Items

As of October 1, 2013

Section	DHS Activities	Determination of Cost	Invoice and Funding
4	MN.IT @DHS	Direct and indirect costs will be determined based on the PACAP/COCAS system and underlying Time Tracker data.	<p>DHS will invoice MnSure quarterly. MnSure will fund their payment to DHS from MnSure FINDEPT IDs.</p> <p>FY 14 – Establishment Grant 4 - \$544,843 Establishment Grant 5 - \$503,657</p>
5	Issuance Operations Center (IOC)	Direct and indirect costs will be based on the IOC's current standardized service rates and MnSure's actual utilization of the IOC's services.	<p>DHS will invoice MnSure monthly. MnSure will fund their payment to DHS from MnSure FinDepts and DHS FINDEPT IDs (via direct charge) based on an allocation process to be determined.</p> <p>FY 14 – Establishment Grant #4 - \$500,000 Establishment Grant #5- \$290,000</p>
6	Receipts Center	Direct and indirect costs will be based on the Receipt Center's current standardized service rates and MnSure's actual utilization of the Receipt Center's services.	<p>DHS will invoice MnSure monthly. MnSure will fund their payment to DHS from MnSure FINDEPT IDs and DHS FINDEPT IDs (via direct charge) based on an allocation process to be determined.</p> <p>FY 14 – Establishment Grant # - \$200,000</p>

			Establishment Grant # - \$100,000
	Appeals Division	Direct and indirect costs will be determined based on the PACAP/COCAS system and underlying case count data.	<p>The Appeals costs listed here for information purposes only. All costs are maintained in Section IV of the May 23, 2013 agreement. DHS will invoice MnSure quarterly. MnSure will fund their payment to DHS from MnSure FINDEPT IDs.</p> <p>FY 14 – Establishment Grant # - \$660,000 Establishment Grant # - \$1,252,064</p>
7	MCRE Operations	Direct and indirect costs will be determined based on the PACAP/COCAS system and underlying case recipient data.	<p>DHS will invoice MnSure quarterly. MnSure will fund their payment to DHS from MnSure FINDEPT IDs.</p> <p>FY 14 – Establishment Grant # - \$1,000,000 Establishment Grant # - \$1,925,000</p>
8	IPA Navigator Trainers	Actual payroll costs of the three staff assigned exclusively to this activity.	<p>DHS will direct charge MnSure FINDEPT IDs bi-weekly for the actual payroll costs. (i.e. no invoice)</p> <p>FY 14 – Establishment Grant #3 - \$250,000</p>

Section	MnSure Activities	Determination of Cost	Invoice and Funding
3	MN.IT @MnSure	Actual payroll costs of MN.IT@MnSure staff allocated at the approved rates in the cost allocation plan and APD documents and allocation of administrative costs associated with MnSure positions..	Direct charge of payroll costs and quarterly adjustments for administrative costs such as supplies, rent, etc.

PACAP = Public Assistance Cost Allocation Plan  
COCAS = Central Office Cost Allocation System

## Attachment D: Eligibility and Enrollment Activities

Activity	MA	MinnesotaCare	QHP with Subsidy	QHP w/o Subsidy	
<b>General</b>	Answer questions regarding MNSure (Manual)	MNSure Contact Ctr	MNSure Contact Ctr	MNSure Contact Ctr	
	Answer eligibility questions (Manual)	MNSure Contact Ctr All	MNSure Contact Ctr All	MNSure Contact Ctr MGRE Ops	
	Respond to requests for an application (Partially automated)	MNSure Contact Ctr All	MNSure Contact Ctr All	MNSure Contact Ctr All	MNSure Contact Ctr MGRE Ops
	Help Individual complete an application, if requested (Partially automated)	MNSure Contact Ctr All/Navigator/in person assisters	MNSure Contact Ctr All/Navigator/in person assisters	MNSure Contact Ctr All/Navigator/in person assisters	MNSure Contact Ctr MGRE Ops/Navigator/in person assisters
<b>Application</b>	Accept paper application (Manual)	All	All	MGRE Ops MNSure Ops	
	Enter paper application data into the MNSure system (Manual)	All	All	MGRE Ops MNSure Ops	
	Check existing MA/MinnesotaCare coverage (Automated)	MNSure system/MMIS	MNSure system/MMIS	MNSure system/MMIS	N/A
	Request missing data for paper application, if applicable (Partially automated)	MNSure system All	MNSure system All	MNSure system All	MNSure system MGRE Ops MNSure Ops
	Determine and request verification(s) needed, if any (Automated)	MNSure system	MNSure system	MNSure system	MNSure system
	Accept requested data/verification and enter into MNSure system, if applicable (Manual)	All	All	All	MGRE Ops MNSure Ops
	Determine eligibility (Partially automated)	MNSure system	MNSure system	MNSure system	MNSure system
	Screen for potential non-MAGI MA eligibility (Automated)	MNSure system	MNSure system	MNSure system	N/A

Activity	MA	MinnesotaCare	QHP with Subsidy	QHP w/o Subsidy
Post-eligibility	Determine eligibility for non-MAGI MA, if needed (Done in MAXIS)	County/Tribe	N/A	N/A
	Issue eligibility results notice (Automated)	MNsurre system	MNsurre system	MNsurre system
	Accept requested data/verification and enter into MNsurre system, if applicable (Manual)	All	All	MGRE Ops MNsurre Ops
	MA collect TPL information and enter into MMIS (Manual)	County/Tribe	N/A	N/A
	MA cost-effective insurance determination (Manual)	County/Tribe	N/A	N/A
	MA referral to medical support, as needed (Manual)	County/Tribe	N/A	N/A
	Determine eligibility for MA payment of LTC, if applicable (Done in MAXIS)	County/Tribe	N/A	N/A
	Accept MinnesotaCare and QHP premium, as needed (Partially automated)	N/A	MNsurre system MGRE Ops	MNsurre system MGRE Ops
	Accept appeal request (Partially automated)	MNsurre system All	MNsurre system All	MNsurre system MGRE Ops MNsurre Ops
	Appeals	Follow-up with individual to determine if appeal can be resolved (i.e., informal resolution process) (Manual)	County/Tribe	MNsurre Ops
Prepare appeal summary (Manual)		County/Tribe	MNsurre Ops	MNsurre Ops
Participate in appeal hearing (Manual)		County/Tribe	MNsurre Ops	MNsurre Ops
Continue benefits during appeal process, if appropriate (Manual)		MNsurre system County/Tribe	MNsurre system MGRE Ops MNsurre Ops	MNsurre system MGRE Ops MNsurre Ops

Activity	MA	Minnesota State	GHP with Subsidy	GHP w/o Subsidy
Enter order/decision into MNSure system (Manual)	MNSure system County/Tribe	MNSure system MCRE Ops	MNSure system MCRE Ops MNSure Ops	MNSure system MCRE Ops 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	MCRE Ops/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
Accept reports of changes in circumstances from Individual (Manual)	All	All	All	MCRE Ops MNSure 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
Accept paper pre-populated renewal or renewal letter (Manual)	County/Tribe	MCRE Ops	MCRE Ops MNSure Ops	MCRE Ops MNSure Ops
Enter changes reported on paper pre-populated renewal or renewal letter into the MNSure system (Manual)	County/Tribe	MCRE Ops	MCRE Ops MNSure Ops	MCRE Ops MNSure Ops
Request missing data for paper pre-populated renewal or renewal letter, if applicable (Under development)	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

Activity	N/A	Minnesota Care	QHP With Subsidy	QHP w/o Subsidy
Accept requested data/verification and enter into MNsure system, if applicable (Manual)	County/Tribe	MCRE Ops	MCRE Ops MNsure Ops	MCRE Ops MNsure Ops
Determine eligibility (Under development)	MNsure system	MNsure system	MNsure system	MNsure system
Issue eligibility results notice (Under development)	MNsure system	MNsure system	MNsure system	MNsure system
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
Issue certificate of exemption (Automated)	N/A	N/A	N/A	N/A
Maintain case, if applicable (Under development)	N/A	N/A	N/A	N/A

**Certificates of Exemption**