

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT  
MNsure Appeals First Amendment**

Contract Start Date: May 23, 2013  
Original Contract Expiration Date: June 30, 2014  
Current Contract Expiration Date: June 30, 2014  
Requested Contract Expiration Date: June 30, 2014

Total Contract Amount: \$240,000\*  
Original Contract Amount: \$240,000†  
Previous Amendment(s) Total: n/a  
First Amendment Amount: \$0.00

This amendment is by and between the State of Minnesota, through its Commissioner of Human Services (“DHS”), Chief Judge of Office of Administrative Hearings, and MNsure Board of Directors, identified as Interagency Agreement MNsure Appeals.

**WHEREAS**, the Minnesota Department of Human Services (hereinafter “DHS”); the Minnesota Health Insurance Marketplace (hereinafter “MNsure”); and the Minnesota Office of Administrative Hearings (hereinafter “OAH”) are empowered to enter into interagency agreements pursuant to Minnesota Statutes, section 471.59, subdivision 10; and

**WHEREAS**, the regulations at Code of Federal Regulations, title 45, part 155 empower MNsure to conduct Exchange eligibility appeals; the Laws of Minnesota 2013, Chapter 9, Section 7, subdivision 1 empowers MNsure to exercise all powers reasonably necessary to implement and administer the requirements of Minnesota Statutes, Chapter 62V and the Affordable Care Act, Public Law 111-148; and the Laws of Minnesota 2013, Chapter 9, Section 7, subdivision 6, allow MNsure to conduct eligibility hearings, appoint hearing officers, and recommend final orders related to appeals of any MNsure determinations, except for those determinations where a state agency hearing is available under Minnesota Statutes, section 256.045; and

**WHEREAS**, the regulations at Code of Federal Regulations, title 45, part 155.110(a)(1)-(2) empower MNsure to enter into agreements with eligible entities to carry out Exchange functions, including the State Medicaid agency, and other State agencies that have demonstrated experience on a state or regional basis in the individual and small group health insurance markets and in benefits coverage, and that is not a health insurance issuer; and

**WHEREAS**, Laws of Minnesota 2013, Chapter 9, Section 7, subdivision 6(b) allow MNsure to establish service level agreements with other state agencies to conduct hearings for appeals; and

**WHEREAS**, the regulations at Code of Federal Regulations, title 42, part 435.1200(b)(3) require an agreement between the State Medicaid agency and the Exchange, Exchange appeals entity and the agencies administering other insurance affordability programs; and

**WHEREAS**, the [proposed] regulations at Code of Federal Regulations, title 45, part 155.510 require an agreement between the appeals entity and the agency administering insurance affordability programs regarding the appeals processes for such programs; and

\* This total amount also includes direct charging for salaries to meet initial staffing recruit and hire until September 30, 2013.

† This total amount also includes direct charging for salaries to meet initial staffing recruit and hire until September 30, 2013.

**WHEREAS**, DHS is the designated state Medicaid agency and currently conducts administrative hearings related to Medicaid eligibility determinations; and

**WHEREAS**, OAH is an appeals tribunal within the Minnesota Executive branch that conducts administrative hearings throughout the State, and resolves cases involving claims to workers' compensation and disability benefits, regulation of Minnesota's insurance industry, the practice of licensed health care providers and the operation of nursing care facilities; and

**WHEREAS**, MNsure requires adjudication, design and consultation services for MNsure eligibility appeals; and

**WHEREAS**, the intent of this Agreement does not alter the authority of DHS or the consideration and payment for costs pertaining to appeals of Medical Assistance (MA), MinnesotaCare, a Basic Health Plan (BHP), including MA eligibility determined by Modified Adjusted Gross Income (MAGI); and

**WHEREAS**, DHS, MNsure, and OAH have a mutual interest in the design, development, and efficient operation of the MNsure appeals system that is uniform, easily accessible to Minnesota consumers, efficient, and cost effective.

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

**I. DHS Duties:** DHS shall,

- a. Ensure proper initial staffing levels by immediately recruiting and hiring 6 human services judges, 1 paralegal, 2 support staff and a supervisor human services judge no later than July 30, 2013;
- b. Submit to OAH and MNsure bi-weekly project plan updates until June 1, 2014, or a later agreed upon date;
- c. Coordinate with MNsure on direct charging for salaries for the following staff to meet initial staffing recruit and hire: 6 human services judges, 1 paralegal, 2 support staff and a supervisor human services judge. The direct charging for these staff will follow an agreed upon process for direct charging of staff through SEMA4 and will cover the time period from hire through September 30, 2013;

**Revision 1. Clause I, "DHS duties" is amended to add, in accordance with Exhibit A:**

- d. Adjudicate, including issuing final orders of eligibility determinations, all MNsure eligibility appeals, provided, DHS under its discretion may subcontract with OAH;
- e. Manage the intake of all MNsure eligibility appeals;
- f. Provide redaction of a representative sample of final decisions to be publically posted, provided, DHS may subcontract with OAH;
- g. Send all correspondence regarding MNsure eligibility appeals to the parties, including, but not limited to, an acknowledgement of receipt of appeal requests, hearing notices, and decisions, provided, DHS may subcontract with OAH;
- h. Submit measurable reports, as agreed upon, to MNsure;
- i. Investigate and respond to all complaints received pertaining to DHS's handling of

MNsire appeals and respond to complainant, copying MNsure's Authorized Representative;

**II. OAH Duties:** OAH shall:

- a. Provide consultation services to MNsure and DHS, as agreed upon and subject to MNsure and DHS approval, including:
  - i. Drafting policies and procedures related to MNsure eligibility appeals;
  - ii. Drafting templates for appellant correspondence (notices), recommended decisions, and MNsure Orders of eligibility determinations;
  - iii. Drafting training materials and plans for MNsure eligibility appeals judges based upon DHS appeals judge manual;
  - iv. Drafting public education materials;
  - v. Documenting MNsure eligibility appeals process flow and business requirements, provided, advice and consultation from MNsure and DHS;
  - vi. Consultation regarding the development and use of an internal decisions database to ensure decision consistency;
- b. Submit to DHS and MNsure bi-weekly project plan updates until June 1, 2014, or a later agreed upon date;
- c. Submit measurable reports, as agreed upon, to MNsure;
- d. Provide information, reports and testimony, upon request and as agreed, to the Minnesota Legislature and other entities; and
- e. Invoice MNsure for the costs of consultation services provided under Section II, paragraphs (a), (b), (c) and (d) at the following rates:
  - i. Technical/Business consulting at a rate of \$85.00 per hour;
  - ii. Judges at a rate of \$75.00 per hour;
  - iii. Managers at a rate of \$60.00 per hour;
  - iv. Attorneys at a rate of \$47.00 per hour;
  - v. Professional staff at a rate of \$35.00 per hour; and
  - vi. Support staff at a rate of \$27.00 per hour.

The total costs of these consultation services shall not exceed \$240,000.00. The rates and total costs established in this section shall remain in place for the initial six (6) months of the Agreement. OAH may seek to amend the rates and total costs after the initial six (6) months of this Agreement, based on the evolving needs of the parties and the project.

**Revision 2. Clause II, "OAH duties" is amended to add, in accordance with Exhibit A:**

- f. Investigate and respond to all complaints received pertaining to OAH's handling of MNsure appeals, if any, and respond to complainant, copying MNsure's Authorized Representative;

**III. MNsure Duties:** MNsure shall:

- a. Provide the consultation, coordination, and directive services of a full time MNsure Appeals Manager;

- b. Provide the design for public interfacing for MNsure eligibility appeals;
- c. Pay DHS and OAH in accordance with clauses I and II above; and
- d. Coordinate with DHS on direct charging for salaries utilizing for the following staff to meet initial staffing recruit and hire: 6 human services judges, 1 paralegal, 2 support staff and a supervisor human services judge. The direct charging for these staff will follow an agreed upon process for direct charging of staff through SEMA4 and will cover the time period from hire until a mutually agreed upon date to be determined prior to September 30, 2013. If no date for which direct charge will cease is amended into this agreement prior to September 30, 2013, direct charge will only cover the time period through September 30, 2013.

**Revision 3. Clause III, "MNsure duties" is amended, in accordance with Exhibit A, as follows:**

- c. Pay DHS and OAH in accordance with clauses I, II, and IV ~~and II above~~; and

#### **IV. Consideration and Payment**

- a. Consideration for all services performed by DHS pursuant to this agreement shall be paid by the MNsure as follows: MNsure shall pay DHS for its costs as provided in clause I of this agreement. Further consideration and payment terms shall be agreed upon by all parties and incorporated into this agreement as part of an amendment duly agreed upon and executed under the requirements of Section VIII. Amendments. Such consideration and payment terms are anticipated to be incorporated into this agreement no later than July 31, 2013.
- b. Terms of Payment. Payment shall be made by MNsure within 30 days after DHS has presented to MNsure's Authorized Representative invoices for services performed to MNsure.
- c. Consideration for all services performed by OAH pursuant to this agreement shall be paid by the MNsure as follows: MNsure shall pay OAH for its costs as provided in clause II of this agreement. Further consideration and payment terms shall be agreed upon by all parties and incorporated into this agreement as part of an amendment duly agreed upon and executed under the requirements of Section VIII. Amendments. Such consideration and payment terms are anticipated to be incorporated into this agreement no later than July 31, 2013.
- d. Terms of Payment. Payment shall be made by MNsure within 30 days after OAH has presented to MNsure's Authorized Representative invoices for services performed to MNsure.

**Revision 4. Clause IV, "Consideration and Payment" is amended to add:**

- e. Upon October 1, 2013, consideration for all services performed by DHS pursuant to this agreement shall be paid in accordance with DHS's cost allocation procedures, incorporated in a separate agreement between MNsure and DHS.

#### **V. Conditions of Payment**

All services provided by DHS and OAH under this Agreement must be performed to the satisfaction of MNsure, as determined at the reasonable discretion of its Authorized Representative.

**VI. Term of Agreement:**

*Effective date:* May 17, 2013, or the date the State obtains all required signatures.

*Expiration date:* June 30, 2014, or until all obligations have been satisfactorily fulfilled, whichever is later.

**VII. Authorized Representative**

DHS's Authorized Representative is Darwin Lookingbill, Director of DHS Appeals Division, or his successor.

OAH's Authorized Representative is Honorable Tammy L. Pust, Chief Administrative Law Judge, or her successor.

MNsure's Authorized Representative is Jessica Kennedy, MNsure Appeals Manager & Legal Counsel, 85 7<sup>th</sup> Place East, Suite 120, St. Paul, MN 55101-2198, 612-279-8955, [Jessica.M.Kennedy@state.mn.us](mailto:Jessica.M.Kennedy@state.mn.us) or her successor.

**Revision 5. Clause VII, "Authorized Representative" is amended as follows:**

MNsure's Authorized Representative is Jessica Kennedy, MNsure Appeals Manager & Legal Counsel, ~~85 7<sup>th</sup> Place East, Suite 120, St. Paul, MN 55101-2198,~~ 81 Seventh Street East, Suite 300, St. Paul, MN 55101-2211, 612-279-8955, [Jessica.M.Kennedy@state.mn.us](mailto:Jessica.M.Kennedy@state.mn.us) or her successor.

**VIII. 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.

**IX. Audits**

DHS and OAH shall surrender its books, records, documents, and accounting procedures and practices relevant to MNsure eligibility appeals for examination by any state or federal authorized auditor, as required or as appropriate as a contractor carrying out Exchange functions, for the duration of this Agreement and a minimum of six years from the end of this Agreement.

**X. Reporting**

DHS and OAH shall create reports relevant to this agreement required by state or federal law.

**XI. 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.

**XII. Cancellation.**

This agreement may be canceled by any party at any time, with or without cause, upon one hundred eighty (180) 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.

#### **XIV. 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 parties.

#### **XV. Information Privacy Protection**

For purposes of executing its responsibilities and to the extent set forth in this Agreement, all parties will be considered part of the "welfare system," as defined in Minnesota Statutes, section 13.46, subdivision 1. The employees and agents of each agency will have access to private or confidential data maintained by the other agencies to the extent necessary to carry out the parties respective responsibilities under this Agreement. Each party agrees to comply with all relevant requirements of the Minnesota Government Data Practices Act (hereinafter "Data Practices Act," Minnesota Statutes, Chapter 13) in providing services under this Agreement. Darwin Lookingbill, Director of DHS Appeals Division (DHS's employee or agent) or his successor, Michael Lewis (OAH's employee or agent) or his successor, and Jessica Kennedy, MNSure Appeals Manager (MNSure's employee or agent) or her successor are the responsible authorities in charge of all data collected, used, or disseminated by their respective agencies in connection with the performance of this Agreement. *See* Minn. Stat. § 13.46, subd. 10.

*Duty to ensure proper handling of data:* Each party shall be responsible for training their respective employees who are authorized to access and use the data collected under the terms and for the purposes specified in this Agreement. This responsibility includes ensuring that staff are properly trained regarding:

- The Minnesota Government Data Practices Act (MGDPA), Minnesota Statutes Chapter 13, and in particular, §13.46 ("welfare data");
- The Minnesota Health Records Act; Minn. Stat. §§144.291-144.298;
- Federal law and regulations that govern the use and disclosure of substance abuse treatment records, 42 USCS § 290dd-2 and 42 CFR § 2.1 to § 2.67;
- The Health Insurance Portability Accountability Act ("HIPAA"), 45 CFR Parts 160 and 164 (if applicable);
- Electronic Health Records (as governed by Health Information Technology for Economic and Clinical Health Act (HITECH), 42 USC 201 note, 42 USC 17931); and
- Any other applicable state and federal statutes, rules, and regulations affecting the collection, storage, use and dissemination of private or confidential information.

*Minimum necessary access to data:*

Each party shall comply with the "minimum necessary" access and disclosure standards set forth in the Data Practices Act. The dissemination of "private" and/or "confidential" data on individuals is limited to "that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government." *See* Minnesota Statutes, § 13.05, subd. 3.

*Each Party shall:*

(1) Not use or further disclose the information other than as permitted or required by this Agreement or

as required by law;

(2) Use appropriate safeguards to prevent use or disclosure of the information by its employees other than as provided for by this Agreement;

(3) Report any use or disclosure of the information not provided for by this Agreement of which it becomes aware;

(4) Consistent with this Agreement, ensure that any agents (including contractors and subcontractors), analysts, and others to whom it provides private or confidential data, agree to be bound by the same restrictions and conditions that apply to them with respect to such information;

(5) Upon completion, expiration or termination of this Agreement, return or destroy all protected information received from the other agency, unless return or destruction is not feasible. If return or destruction is not feasible, each agency will extend the protections of this agreement to the information collected during the course of this Agreement.

Release of data:

No private or confidential data created, collected, received, stored, used, maintained or disseminated in the course or performance of this Agreement will be disseminated except as authorized by statute, either during the period of this Agreement or hereafter. Each party shall be independently responsible for compliance with any requirements of the Health Insurance Portability Accountability Act ("HIPAA," 45 CFR §§160 and 164), and neither party will be liable for any violation of any provision of HIPAA indirectly or directly arising out of, resulting from, or in any manner attributable to actions of the other party or its employees or agents.

Each party agrees that each is independently responsible for complying with the Minnesota Data Practices Act, Minnesota Statutes Chapter 13, and that each party will be responsible for its own acts and those of its employees and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party or its employees, or the results thereof.

This Amendment is effective September 30, 2014, or the date the State obtains all required signatures.

Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

1. Minnesota Department of Human Services

By: [Signature]  
(with delegated authority)

Title: Director of Appeals

Date: 9/19/2013

2. Minnesota Office of Administrative Hearings

By: [Signature]  
(with delegated authority)

Title: Chief Administrative Law Judge

Date: September 26, 2013

3. MNsure

By: [Signature]  
(with delegated authority)

Title: MNsure CFO

Date: 9/27/13

**Exhibit A**  
**STATE OF MINNESOTA**  
**INTERAGENCY AGREEMENT**  
**Statement of Work**  
**MNsure Appeals**

**I. Contractor Department of Human Services (DHS) will perform the following tasks.**

1. Staffing and Training

No later than July 31, 2013, DHS will devise an initial staffing plan that will provide sufficient staffing levels necessary for adjudicating eligibility appeals and all other functions incorporated through this Agreement, in accordance with state and federal law and MNsure policies and procedures, provided, DHS may subcontract with OAH. DHS will train its MNsure appeals staff according to the training plan developed by OAH. DHS will monitor staffing levels on an ongoing basis and will preemptively identify options for filling staffing vacancies on short notice. DHS will monitor on an ongoing basis all staffing and training weakness and report the same upon identification to MNsure and OAH, which will actively identify potential solutions for DHS to explore.

2. Project Plan

DHS will submit bi-weekly project plans to MNsure and OAH until June 1, 2014, or a later agreed upon date. MNsure will provide DHS with a template project plan to be populated, beginning one week after the final execution of this Agreement or upon a later date, if determined by MNsure's Authorized Representative. DHS will send its updated project plan to the Authorized Representative for MNsure and OAH, respectively, no later than 5pm on the date due. MNsure's Authorized Representative will be made available for assistance in developing and updating said project plan, upon request.

3. Adjudication

DHS will adjudicate all MNsure eligibility appeals, provided, DHS may subcontract with the Office of Administrative Hearings (OAH) on:

- 3.1 Any MNsure determination of eligibility to enroll in a Qualified Health Plan (QHP) through MNsure, including redeterminations in accordance with 45 C.F.R. § 155.305 (a)-(b) (2013); 45 C.F.R. § 155.330 (2013); and 45 C.F.R. § 155.335 (2013);
- 3.2 Any MNsure determination of eligibility for and level of Advanced Payment Tax Credit (APTC), and eligibility for and level of Cost Sharing Reductions (CSR), including redeterminations in accordance with 45 C.F.R. § 155.305 (f)-(g) (2013); 45 C.F.R. § 155.330 (2013); and 45 C.F.R. § 155.335 (2013);
- 3.3 Any MNsure determination or redetermination of eligibility for employee and/or employer in a Small Business Health Option Program (SHOP) in accordance with 45 C.F.R. § 155.7105 (ae) (2013) and 45 C.F.R. § 155.7105 (ef) (2013);
- 3.4 Any MNsure determination or redetermination of a grant of certification attesting that, for the purposes of the individual responsibility penalty under section 5000A of the Internal Revenue Service Code of 1986, an individual is exempt from the individual requirement imposed, in accordance with 45 C.F.R. § 155.605 (2013);



- 3.5 Any MNSure determination to deny a request to vacate an appeal dismissal made pursuant to these rules by MNSure in accordance with 45 C.F.R. § 155.530(d)(2) (2013);
- 3.6 Any failure by MNSure to provide timely notice of an eligibility determination in accordance with 45 C.F.R. § 155.310 (g) (2013), 45 C.F.R. § 155.330 (e)(1)(ii) (2013), 45 C.F.R. § 155.335 (h)(ii) (2013), 45 C.F.R. § 155.610 (i) (2013) or 45 C.F.R. § 155.715 (e)-(f) (2013); and
- 3.7 In response to a notice sent by MNSure under 45 C.F.R. § 155.310 (h) (2013), a determination that an employer does not provide minimum essential coverage through an employer-sponsored plan or that the employer does provide coverage but is not affordable coverage with respect to an employee.

The adjudication of MNSure appeals will offer all procedural due process required by federal and state law; offer all accessibility rights under state and federal law; and will adhere to all final and proposed state and federal regulations governing the adjudication of MNSure appeals. **The adjudication will honor the timelines specified in state and federal law.** The adjudication includes “expedited appeals,” in accordance with 45 Code of Federal Regulations, part 155.540, and MNSure policies and procedures. The adjudication will include, but not be limited to, the following components:

- A written recommended decision;
- A telephone hearing, a videoconference hearing, or an in-person hearing, when required;
- A prehearing conference, if deemed necessary by the presiding judge;
- A scheduling order;
- A MNSure Order issued on behalf of the MNSure Board;
- Digital recording of the hearing;
- Language interpretation and translation services, where requested, provided, assistance from MNSure in exploring options for providing in-person interpretation when requested; and
- Compliance with all MNSure policies and procedures.

#### 4. Intake and Finalization

DHS will provide, at minimum, daily monitoring of the designated EDMS folder to check for new appeals forms and eligibility records to transfer from MNSure to DHS. DHS will input all received MNSure appeals forms into the case management system (CMS), categorize and assign the appeal. If DHS subcontracts the appeal to OAH, it should transfer the appeal request form and eligibility records to OAH in a manner agreed upon in the subcontract. MNSure reserves the right to review appeal requests and informally resolve them internally.

If an appeal request arrives at DHS directly, DHS will record the date of arrival and contact MNSure’s Authorized Representative for automated filing. If DHS receives an appeal request directly, it will enter the appeal request into the electronic appeal form available via the internet.

DHS will input the eligibility records received from MNSure and/or the appellant into the CMS or records management system. DHS is responsible for ensuring accumulation of the appeal record and its comprehensive retention, including the digital recording of the hearing.

Upon final order, DHS will input the entire Appeal record into the designated EDMS folder for MNSure to

maintain.

#### 5. Redaction

DHS will redact for public viewing a sizeable representative sample of MNSure Orders in accordance with state and federal data privacy laws. The size of the representative sample and the methodology for the sampling will be agreed upon by the parties and specified in the Project Plan.

DHS will carefully review each Order chosen for redaction so as to redact all identifying information on a case-by-case basis, in addition to redacting all standard identifiers. DHS will upload each redacted order to the decisions database designated by MNSure.

#### 6. Sending and Maintaining Correspondence

DHS will send all correspondence regarding filed MNSure appeals, including, but not limited to, an acknowledgement of receipt of appeal requests, hearing notices, decisions and MNSure Orders, and reconsideration requests, provided, DHS may subcontract with OAH. All correspondence related to MNSure appeals will use letterhead approved by MNSure's Authorized Representative, and will use the appropriate MNSure appeals correspondence template. Correspondence that must be mailed in a "timely" manner will be sent on or before 10(ten) business days. Final Orders will be mailed within 1 (one) business day of finalization and always within 90 (ninety) days of receipt of request, as administratively feasible. Dismissals of expedited appeals and final Orders of expedited appeals will be sent within the timeframes as determined by the Secretary of the United States Department of Health and Human Services. A copy of all MNSure appeals correspondence will be retained in the case management system, as part of the appeal record. All correspondence related to MNSure appeals will be post-marked no later than one calendar day following the date listed on the MNSure appeals correspondence (i.e., all MNSure appeals correspondence post-marked on Monday will reflect Monday's date on the letter). DHS will investigate all returned MNSure appeals correspondence, and notify MNSure's Authorized Representative of all returned MNSure appeals and their respective resolutions within three business days of return. To the extent that DHS subcontracts the adjudication of certain appeals to OAH, OAH will be responsible for complying with the foregoing terms.

#### 7. Reporting

DHS will submit to MNSure's Authorized Representative, biweekly reports to measure various metrics pertaining to MNSure appeals, including, but not limited to, number of appeals; number of hearings; timeliness or pending appeals; timeliness of finalized appeals; caseloads; requests for reconsideration, and any metrics measured by state and/or federal reporting needs or audits. **By October 1, 2013, DHS and MNSure will determine the nature of the reports. By October 1, 2013, DHS and MNSure will determine the process and frequency of the reporting.**

#### 8. Investigation and Response to complaints

DHS will investigate and respond to all complaints received pertaining to DHS's handling of MNSure appeals and respond to complainant, copying MNSure's Authorized Representative, **within 30 days of receiving complaint, per the policy and procedure developed according to this Statement.**

9. Task: Invoicing

DHS will submit to MNsure's Authorized Representative, quarterly itemized invoices according to the terms in the interagency agreement.

**II. Contractor Office of Administrative Hearings (OAH) will perform the following work.**

1. Task: Consultation

OAH will provide consultation to MNsure regarding MNsure eligibility appeals, including the following:

A. Policies and procedures related to MNsure eligibility appeals:

OAH will draft all policies and procedures for MNsure eligibility appeals, provided the consultation and direction of MNsure's Authorized Representative and DHS. The drafts will offer all procedural due process required by federal and state law; offer all accessibility rights under state and federal law; and will adhere to all final and proposed state and federal regulations governing the adjudication of MNsure appeals. The procedures will include processes for redacting and posting decisions and sending correspondence. The policies and procedures drafted should include, but not be limited to, the following topics:

- A.1 Individual eligibility appeals, including MA-MAGI appeals;
- A.2 SHOP eligibility appeals;
- A.3 Employer penalty appeals;
- A.4 Investigations of complaints related to MNsure appeals; and
- A.5 All other policies and procedures recommended by DHS or OAH and approved by MNsure's Authorized Representative.

**Policies due for review and approval by MNsure's and DHS's Authorized Representative on June 24, 2013. Procedures due for review and approval by MNsure's and DHS's Authorized Representative on July 1, 2013.**

B. Templates for appellant correspondence (notices), recommended decisions and MNsure Orders of eligibility determinations:

OAH will draft all templates to be used for correspondence regarding filed MNsure appeals, including acknowledgements of receipt of appeals requests; hearing notices; decisions; and all other correspondence related to MNsure appeals, as approved by MNsure's Authorized Representative. OAH will draft all decision templates to be used for MNsure appeal recommended decisions and Orders. OAH will draft a decision template for each type of MNsure eligibility appeal, or more, if OAH and DHS recommend that templates with more specificity will enhance the timeliness and effectiveness of MNsure Appeals. Decision templates will be used by MNsure appeals judges to ensure consistency in decisions. The extent of text included into decision templates will be determined by OAH with input from DHS. **Templates for appellant correspondence (notices) due for review and approval by MNsure's and DHS's Authorized Representative on June 12, 2013. Templates for recommended decisions and MNsure Orders of eligibility determinations due for review by MNsure's and DHS's Authorized Representative on July 31, 2013.**

C. Training materials and plans for MNsure appeals judges and staff based upon DHS appeals judge manual;

OAH will draft training materials and plans for MNsure appeals judges and staff based upon the existing DHS appeals judge manual, and aforementioned policies and procedures being developed by OAH. OAH will incorporate methodologies and materials determined by its discretion, subject to input and consultation with DHS. OAH will submit its proposal(s) for training materials and plans to MNsure's and DHS's Authorized Representative for review and approval before implementing the same. **Due for review and approval by MNsure's and DHS's Authorized Representative on July 15.**

D. Public education materials;

OAH will draft public education materials to be used on MNsure's website informing the general public about MNsure Appeals, including, but not limited to the following materials:

- D.1 Instructions/process page (e.g., how do I appeal?)
- D.2 MNsure Appeals Glossary;
- D.3 MNsure Appeals Frequently Asked Questions;
- D.4 MNsure Appeals Appellant Flow chart; and
- D.5 All other public education materials recommended by DHS and/or OAH and approved by MNsure's Authorized Representative.

OAH will work with MNsure's Marketing and Outreach staff, as appropriate. These materials must be simple and clear, a good example of which is found here: <http://www.uimn.org/uimn/applicants/howappeal/>. Due to recent deadlines promulgated by MNsure's Marketing and Outreach staff, MNsure will provide the framework and baseline materials for such materials to OAH by July 5, 2013. **Due for review and approval by MNsure's and DHS's Authorized Representative on August 12, 2013.**

E. MNsure eligibility appeals process flow and business requirements, provided, advice and consultation from MNsure and DHS;

OAH will draft MNsure Appeals process flow and business requirements materials, provided advice and consultation from MNsure and DHS. At a minimum, this will consist of two documents: a flow chart (process flow) and an excel sheet (business requirements) MNsure will provide the form for the process flow and business requirements. MNsure has begun this work. OAH will refine the existing work product based upon its consultation with DHS, MNsure, and existing knowledge of administrative appeals process flow and business requirements. **Due for review and approval by MNsure's and DHS's Authorized Representative on June 10, 2013. These documents will be reviewed by MNsure and DHS by June 12, 2013.** As policies and procedures are subsequently developed, the process flow and business requirements may be modified. For the purpose of modifications, OAH will maintain updated copies. An updated copy will be provided by OAH to MNsure or DHS upon request.

F. Consultation regarding the development and use of an internal decisions database to ensure decision consistency;

OAH will present to MNSure and DHS options for development and use of an internal decisions database to ensure decision consistency, provided consultation with MNSure's and DHS's Authorized Representatives in identifying and developing options. **Due date is flexible and open to discussion among the parties.**

1. Project Plan

OAH will submit **bi-weekly** project plans to MNSure and DHS until June 1, 2014, or a later agreed upon date. MNSure will provide OAH with a template project plan to be populated, beginning one week after the final execution of this Agreement or upon a later date, if determined by MNSure's Authorized Representative. OAH will send its updated project plan to the Authorized Representative for MNSure and DHS, respectively, **no later than 5pm on the date due.** MNSure's Authorized Representative will be made available for assistance in developing and updating said project plan, upon request.

2. Reporting

OAH will submit to MNSure's Authorized Representative, **biweekly** reports to measure various metrics pertaining to MNSure appeals, including, but not limited to, number of appeals; number of hearings; timeliness or pending appeals; timeliness of finalized appeals; caseloads; requests for reconsideration, and any metrics measured by state and/or federal reporting needs or audits. **By October 1, 2013, OAH and MNSure will determine the nature of the reports. By October 1, 2013, OAH and MNSure will determine the process and frequency of the reporting.**

3. Information, Reports, Testimony

OAH will provide information, reports and testimony pertaining to MNSure appeals, **upon request and as agreed by MNSure and DHS, to the Minnesota Legislature and other entities.**

4. Investigation and Response to complaints

OAH will investigate and respond to all complaints received pertaining to OAH's handling of MNSure appeals, if any, and respond to complainant, copying MNSure's Authorized Representative, **within 30 days of receiving complaint,** per the policy and procedure developed according to this Statement.

5. Invoicing

OAH will submit to MNSure's Authorized Representative, **monthly** itemized invoices, according to the terms in the interagency agreement.

**III. Contractor MNSure will perform the following tasks.**

1. Consultation, Coordination, and Direction

MNSure will provide to DHS and OAH the consultation, coordination, and directive services of a full-time MNSure Appeals Manager. The MNSure Appeals Manager will coordinate the efforts of the three entities under Agreement; organize weekly meetings; serve as a subject matter expert for MNSure appeals; and generally be available to consult and provide direction on a need-be basis for DHS and OAH. In the

absence of the MNSure Appeals Manager (e.g., vacation), an interim replacement will be identified.

2. Public Interfacing for MNSure appeals

MNSure will provide the sole public interfacing for MNSure appeals by making appeal information and materials available on its website and through outreach plans developed by MNSure.

3. Payment

MNSure will pay DHS and OAH upon acceptance by MNSure that the tasks and deliverables have been completed, and in accordance with the invoices of each respective agency and the costs as detailed above. **Payment will generally occur within 30 days of receipt of invoice, with rare exceptions for invoices submitted around July 1.**

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT  
MNsire Appeals Second Amendment**

Contract Start Date: May 23, 2013  
Original Contract Expiration Date: June 30, 2014  
Current Contract Expiration Date: June 30, 2014  
Requested Contract Expiration Date: June 30, 2015

Total Contract Amount: \$240,000  
Original Contract Amount: \$240,000  
Previous Amendment(s) Total: \$0.00  
This Amendment Amount: \$0.00

**Recitals**

This Amendment No. 2 is by and between the State of Minnesota, through its Commissioner of Human Services ("DHS"), Chief Judge of Office of Administrative Hearings ("OAH"), and MNsure Board of Directors ("MNsure").

OAH, DHS, and MNsure have an Agreement, identified as Interagency Agreement MNsure Appeals, which was executed on May 23, 2013 ("Original Agreement"), and first amended on September 27, 2013 ("Amendment No. 1").

The Original Agreement is being amended to extend the expiration date. Nothing contained in this Amendment No. 2 should be construed as releasing the Parties from their obligations under the Original Agreement or any previous amendments.

In the revisions below, all text is marked with strikethrough (i.e., "~~strikethrough~~") is deleted from the Original Agreement and all text that is marked with underline (i.e., "underline") is added to the Original Agreement.

**Amendment**

**VI. Term of Agreement:**

*Effective date:* May 17, 2013, or the date the State obtains all required signatures.

*Expiration date:* June 30, ~~2014~~ 2015, or until all obligations have been satisfactorily fulfilled, whichever is later.

Except as amended herein, the terms and conditions of the Original Agreement and all previous amendments remain in full force and effect.

1. Minnesota Department of Human Services

By: [Signature]  
(with delegated authority)

Title: Director of Appeals

Date: 6/23/14

2. Minnesota Office of Administrative Hearings

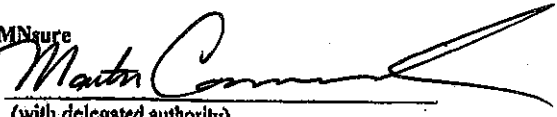
By: [Signature]  
(with delegated authority)

Title: Chief Judge

Date: 6/23/2014

3. MNeure

By:



(with delegated authority)

Title:

Acting CFO

Date:

6-23-14