

Memorandum of Understanding
Department of Vermont Health Access (DVHA)
Vermont Department of Financial Regulation (DFR)
February 2013

I. Purpose

The purpose of this agreement is to formalize and clarify the relationship between the Department of Vermont Health Access (DVHA) and the Department of Financial Regulation (DFR) and responsibilities of those entities for developing, implementing, and operating Vermont's Health Benefit Exchange, known as Vermont Health Connect (VHC). Activities outlined within this agreement will be funded through the federal Cooperative Agreement to Support the Establishment of State Operated Health Insurance Exchanges – Level 1 and 2 Establishment Grant # HBEIE120080-01-00, HBEIE120130-01-00 (Exchange Grants) awarded to Vermont by the U.S. Department of Health and Human Services (HHS) and will be governed by the terms and conditions of that award.

II. Collaboration

DFR and DVHA will work together to fulfill the responsibilities outlined in this agreement and to establish and operate VHC within all applicable state and federal laws and regulations. The departments will also work cooperatively with regards to responses to any request for information, data or other reporting required by the HHS, Vermont Legislature, Green Mountain Care Board, Agency of Human Services and/or the Governor's Office or its Health Care Reform designees. DFR and DVHA will work collaboratively to annually review and recommend changes in the design of the standardized and choice plan options to the Green Mountain Care Board.

DVHA will communicate requirements or changes in federal Health Benefits Exchange guidance, law or regulation impacting roles and responsibilities outlined in this agreement to DFR in a timely manner. DVHA will collaborate with DFR to ensure that state operations and/or statute are updated as needed. DFR will identify and communicate any requirements or changes in federal guidance, law or regulation impacting the roles and responsibilities in this agreement to DVHA, in a timely manner, and work collaboratively to ensure that state operations and/or statutes are updated as needed.

III. Roles and Responsibilities

- a. DFR will be responsible for the management, oversight and regulation of commercial health plan activities as they relate to the VHC and in accordance with all state and federal laws and regulations. DFR will develop and implement all agreements, notices, forms and other processes as needed to carry out the responsibilities listed below, including but not limited to:
 - Certification, recertification, and decertification of Qualified Health Plans (QHPs). DFR will manage the procedure to identify and communicate issuer or QHP decertification, including an appeal process and steps to recertify.

- Administration of the recertification process for each QHP issuer every three years on or before September 15th of the calendar year. that includes, at a minimum:
 - Compliance with the certification requirements of 45 CFR parts 155 and 156;
 - Verification of NCQA and/or URAC accreditation;
 - Verification of coverage for all state mandated benefits;
 - Verification of the appropriate AV; and
 - Verification of network adequacy.
 - Ensuring the rights of a health insurance carrier to file an appeal of decertification with the commissioner pursuant to 8 VSA 4062.
 - Creation of notices of decertification pursuant 45 CFR 155.1080.

 - Contribute to development of technological specifications for the collection and transfer of plan data to be displayed on the web portal. DFR will ensure timeliness by transmitting updated plan data least two business days prior to the changes' effective date.

 - Communication of all necessary information regarding the status of plans to VHC in a timely and accurate manner.

 - Collaborate in the development and implementation of Exchange-specific quality metrics.

 - Work with DVHA to establish a process around operations and educational materials with VHC customer service staff and/or contractors to ensure that responses to and reports of complaints, grievance and appeals are handled by the proper state office, division, or contractor.

 - Adjudicate appeals by QHP Issuers regarding Exchange decertification in adherence with 45 CFR §155.1080(d)-(e) utilizing the procedures as defined in 8 V.S.A. §4062).

 - Conduct and contribute to relevant analyses to evaluate VHC. Analyses may include collaboration with contracted personal, such as actuaries.

 - Execution and management of the contract for completion of the Household Health Insurance Survey and conducting population-based data analysis to inform VHC operations and provide baseline metrics.
- b. DVHA will be responsible for the development, implementation and operations of the Health Benefit Exchange, Vermont Health Connect, in accordance with all state and federal laws and regulations. DVHA will develop and implement all agreements, notices, forms and other processes needed to carry out the responsibilities listed below, including but not limited to:

- Maintenance of all documentation, budgets and compilation of reports necessary to comply with the Cooperative Agreement to Support the Establishment of State Operated Health Insurance Exchanges- Level 2 Establishment grant awarded to Vermont by the U.S. Department of Health and Human Services (HHS).
- Contracting for or otherwise ensuring the administration of VHC functions, including call center, web portal, financial management, navigator program, outreach and public education activities, federal and state reporting, and VHC evaluation activities.
- Contracting for or otherwise overseeing other VHC functions, such as eligibility and enrollment, grievance and appeals process for individuals and small businesses and maintenance of information technology.
- Coordinate operations and educational materials with DFR customer service staff and/or contractors to ensure that responses to and reports of complaints, grievance and appeals are handled by the proper state office, division, or contractor.
- Coordinating activities, with the Agency of Human Services (AHS) Secretary or designee(s), across other division/units of government, including but not limited to:
 - AHS Information Technology and Department of Information and Innovation
 - AHS Business Office and Department of Finance and Management
 - Vermont Department of Health
 - Department for Children and Families
 - Other Divisions of DVHA (i.e., Program Integrity and Quality)
- Management of VHC/Medicaid advisory committee process, as well as facilitate other stakeholder involvement as needed.
- Coordinate analyses and determination of any small business component of the Health Benefits Exchange with DFR.
- Establish information sharing procedures with DFR around the following:
 - FAQs
 - Customer service integration
 - The creation of any data use agreements necessary to carry out responsibilities of this MOU including review of current data use agreements to determine if revisions are necessary and ensuring CMS approvals are up to date for any Medicaid data sharing

Payment Provisions

- c. DFR will submit monthly invoices to DVHA detailing a report of expenditure by the 25th day of the month following for expenses relating to the budget outlined in Attachment A.
- d. Expenses incurred by DFR from the date of execution of this agreement through December 31, 2014 directly relating to responsibilities and as outlined in this agreement and included in the attached budget are herein noted as eligible for reimbursement by DVHA.
- e. Any expenses accrued from the time of expiration of the MOU for Level I funds to the execution of the MOU for Level II funding will be reimbursed under any such terms for repayment agreed to in the previously executed MOU.
- f. DFR agrees to use the appropriate program codes as identified in Attachment A of this MOU in reporting their actual VISION expenses for contracts and staff in order to properly report all DRF reimbursable expenses for this project.
- g. Based on the monthly expenditure reports, DVHA will initiate an interdepartmental transfer to reimburse DFR for these expenditures by the 30th day after receipt of the report. Notification of the transfer will be sent via email to David Cameron in the DFR business office at david.cameron@state.vt.us
- h. All Requests for Proposals (RFPs), contracts, and grants to be charged to these funds must be pre-approved through the existing PMO structure which supports the AHS Health Services Enterprise. Furthermore, all such agreements must also be approved by CMS prior to issuance. All such documents must be submitted to Joe Liscinsky (joseph.liscinsky@state.vt.us) and Kate Jones to route through the HSE PMO structure and CMS for approval prior to release or execution. Reimbursement will not be made for any claimed expenses that have not been preapproved through this process.

IV. Source of Funds

The sources of funds for this agreement are 100% Federal under the CFDA Title: Cooperative Agreements to Support Establishment of State-Operated Health Insurance Exchanges. CFDA # 93.525; Award Number: 1-HBEIE120080-01-00, Award Year: FFY2011; and Award Number 1-HBEIE120130-01-00, Award Year FFY2012; Federal Granting Agency: HHS, OCIIO. These funds are not research or development monies.

V. Primary Contacts

DVHA: Kate Jones, Financial Manager
Phone: (802) 879-8256
Email: kate.jones@state.vt.us

DFR: David Cameron, Administrative Services Director
Phone: (802) 828-2379
Email: david.cameron@state.vt.us

VI. Term

This agreement will be in effect upon signing and will end on December 31, 2014. No changes, modifications or amendments to this agreement shall be effective unless reduced to writing and signed by the duly authorized representative of the DVHA and DFR.

The provisions of this Memorandum of Understanding are hereby entered into and agreed to by virtue of the authorized signatures below:

Susan Donegan, Commissioner
Department of Financial Regulation

Date

Lindsey Tucker, Deputy Commissioner
Department of Vermont Health Access

Date

Attachment A: Budget

Exchange Level II - DFR Costs			
Budget Detail			
Budget Period		9/10/2010- -12/31/2014	
Personnel (Salary & Fringe)			
Level 1	41496		\$201,300.05
Level 2	41704		\$1,157,590.82
Subtotal			\$1,358,890.87

Equipment/Supplies/Other			
Level 1	41496		\$63,764.00
Level 2	41704		\$62,775.00
Subtotal			\$126,539.00

Travel			
Level 1	41496		\$3,500.00
Level 2	41704		\$51,000.00
Subtotal			\$54,500.00

Contractual			
Level 1	41760		\$292,250.00
Level 2	41706		\$375,000.00
Subtotal			\$667,250.00

Subtotal	Level 1	41496/41760	\$560,814.05
Subtotal	Level 2	41704/41706	\$1,646,365.82
GRAND TOTAL			\$2,207,179.87