

Memorandum of Understanding
Between
The University of Arkansas Medical Benefit Plan and
Bureau of Legislative Research
for
Employee Health Benefits Data
December 16, 2022, to June 30, 2023
And As Extended

This Memorandum of Understanding (“MOU”) between the University of Arkansas Medical Benefit Plan (“Plan”) and the Bureau of Legislative Research (“BLR”) (also referred to as “the parties”) is related to the work to be performed by The Segal Group, Inc. (the “Consultant”) for the benefit of the Arkansas General Assembly under a Consultant Services Agreement by and between the BLR and the Consultant dated _____, 2022 (the “Agreement”).

This MOU addresses the conditions under which Plan will disclose and the Consultant may obtain, use, reuse, and disclose data files requested for use by the Consultant for its work for the General Assembly under the Agreement. The terms of this MOU may be changed only by a written amendment to the MOU agreed to and signed by both Parties. This MOU is effective for the period of December 16, 2022 through June 30, 2023, the term of the Agreement. It may be extended upon written agreement of both Parties. The number of extensions is not limited.

WHEREAS, Plan is a self-funded health benefits plan administered by the Board of Trustees of the University of Arkansas, a state supported institution of higher education;

WHEREAS, BLR is a legislative branch agency of the State of Arkansas providing legal, fiscal, staffing, research, and other services to and on behalf of the Arkansas General Assembly, its committees, and members;

WHEREAS, during the 2022 Fiscal Session, the Arkansas General Assembly passed Act 112, which imposed the following requirement related to bills concerning health benefit plans: “A bill filed in the House of Representatives or the Senate that will impose a new or increased cost obligation for health benefit plans, including pharmacy benefits, on an entity of the state shall: (A) Have a fiscal impact statement attached to the bill prepared and filed with the chair of the committee to which the bill is referred; and (B) Not be taken up by the committee to which the bill is referred until a fiscal impact statement is provided to the chair of the committee.”;

WHEREAS, Act 112 of 2022 further provided that “[t]he services of actuaries may be obtained in evaluating the respective bills and preparing the fiscal impact statement.”;

WHEREAS, BLR, under the authority of the Legislative Council, has entered into the Agreement with the Consultant to provide the Arkansas General Assembly and its members and committees access to actuarial studies and cost estimates of proposed legislation concerning employee health benefits plans provided by entities of the state, as required under Act 112;

WHEREAS, the fiscal impact statements require Consultant to be provided access to different data elements specific to the various proposed bills, which is data held by Plan and other institutions of higher education or their vendors;

WHEREAS, under the Privacy Rule adopted under the Health Insurance Portability and Accountability Act of 1996 and its regulations (“HIPAA”) Plan is a covered entity, and as a covered entity may use and disclose protected health information for health care operations activities, which includes business planning and development and business management and general administrative activities; and

WHEREAS, information to be produced through Consultant’s Data Aggregation Services may benefit planning and administration for the Plan;

NOW, THEREFORE, in consideration of the premises and mutual promises hereinafter set forth, the Parties agree as follows:

1. Plan acknowledges the need for prompt production of the fiscal impact statements by Consultant due to the time constraints of the legislative session, including the fifteenth calendar day bill filing deadline imposed upon employee health benefit plan legislation in Act 112. Upon receipt of a request for data within the scope of this MOU, Plan will, to the extent feasible, provide the requested data to the Consultant within five (5) business days of receiving the request.

2. Upon execution of a HIPAA compliant Business Associate Agreement between the Plan and Consultant, Plan will provide Consultant with access to data and information for the purpose of providing deidentified aggregate data to BLR to assist in production of fiscal impact statements by the Consultant for the benefit of the Arkansas General Assembly. As required by HIPAA, protected health information, as defined by HIPAA (“PHI”), will be provided by the Plan only to the extent required to accomplish the purposes set forth in this MOU, and PHI will not be provided to any entity or person other than Consultant. The following categories of data will be provided:

(a)(i) Summary data that illustrates historical utilization and cost information specific to claims maintained by the Plan’s medical and pharmacy vendors to the extent necessary to evaluate, pursuant to Act 112 of 2022, the effect of a bill filed with the General Assembly; or

(ii) If the vendors are unable to meet the request, access to a detailed claims database in order to allow Consultant to gather the information themselves; and

(b) Census or summary enrollment upon Consultant’s request for use in producing fiscal impact statements for the General Assembly.

3. BLR acknowledges that Plan is subject to the regulations of HIPAA and that Plan is required to comply with HIPAA’s law and regulations.

4. Plan reserves the right to verify in writing with Consultant the status of any employee, agent, contractor, or other person who requests use or disclosure of PHI from Plan in order to confirm its eligibility under HIPAA to receive or view PHI.

5. BLR shall promptly notify Plan of any changes or amendments to the Agreement that could affect the nature of the uses of PHI of the Plan's participants or the nature of the information to be provided by Consultant to BLR.

6. BLR shall cause Consultant to limit its request, use, or disclosure of PHI to the minimum amount of PHI necessary to accomplish the purpose of the request, use, or disclosure, in accordance with 42 U.S.C. § 17935(b) and 45 C.F.R. § 164.502(b)(1) or any other guidance issued thereunder.

7. BLR shall report any unauthorized use or disclosure of the data to Plan within two (2) business days of discovery of such unauthorized use or disclosure. In the event that Plan determines or has a reasonable belief that BLR has made or may have made a use or disclosure of the data that is not authorized by this MOU, or another written authorization from Plan, Plan may request BLR to perform one or more of the following:

- (a) Promptly investigate and report to Plan BLR's determinations regarding any alleged or actual unauthorized use or disclosure;
- (b) Promptly resolve any issues or problems identified in the investigation;
- (c) Submit a formal response to an allegation or unauthorized use or disclosure; and
- (d) Submit a corrective action plan with steps designed to prevent any future unauthorized uses or disclosures.

8. BLR agrees to employ data security measures to protect the data that it receives and will request the same of its contractors and their subcontractors.

9. No copies of any PHI exchanged shall be made by Consultant except as may be necessary to perform services relating to the Agreement or as required by law. Upon the written request of Plan at any time, or upon the termination of the Agreement, Consultant shall either destroy or return to Plan all tapes, diskettes, or other media upon which Plan's data is stored, and all copies thereof, if any. If the data is destroyed rather than returned, Consultant shall certify in writing to be delivered to the Plan Administrator within five (5) business days following such destruction that such destruction has been completed.

10. BLR agrees to ensure that any recipients under the MOU who have access to information concerning employee health insurance applicants or beneficiaries are restricted to persons or agency representatives who are subject to standards of confidentiality that are comparable to those of Plan and the various institutions of higher education pursuant to its duties under HIPAA.

11. Copies of summaries, reports and analyses provided by Consultant to BLR and that are derived from the data provided by Plan shall be provided by BLR to Plan.

This constitutes the entire agreement between the Parties.

IN WITNESS WHEREOF, Plan and BLR have executed this Agreement this ____ day of December 2022.

**THE UNIVERSITY OF ARKANSAS
MEDICAL BENEFIT PLAN, through
its administrator, the Board of Trustees of
the University of Arkansas,**

Donald R. Bobbitt, President

Date

BUREAU OF LEGISLATIVE RESEARCH:

Marty Garrity, Director

Date