

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made between the Arkansas Health Insurance Marketplace (AHIM) and the Arkansas Insurance Department (AID) on the _____ day of _____, 2013.

WHEREAS, the General Assembly has delegated to the Board of Directors of the Arkansas Health Insurance Marketplace (AHIM Board) the authority to: plan and administer the AHIM; enter into contracts with eligible entities to assist with the planning, implementation, and operation of the AHIM; hire an executive director and interim staff; enter into information sharing agreements with federal and state agencies and other state marketplaces to carry out its responsibilities; provide claims and other plan and enrollment data to the Department of Human Services and the Insurance Commissioner when requested; apply for state, federal, or private funding on or after July 1, 2015; coordinate with the Insurance Commissioner to apply for state, federal, or private funds before July 1, 2015; enter into a Memorandum of Understanding with the Insurance Commissioner concerning the use of state, federal, or private funds received by the Insurance Commissioner that may be used by the AHIM; and perform any duties identified under state or federal law, including without limitation the obligations stated in Ark. Code § 23-61-801 et seq.;

WHEREAS, the Governor has authorized the Insurance Commissioner on behalf of the AID to: apply for state, federal, or private funding before July 1, 2015. The AID has applied for, received funding, and contracted with certain professionals and consultants to assist with the planning, operation and implementation of the State Partnership Marketplace; and

WHEREAS, the General Assembly has authorized the Insurance Commissioner on behalf of the AID to: apply for state, federal, or private funding before July 1, 2015, and to assist with

the implementation of the AHIM. The AID will apply for, receive funding, and contract with certain professionals and consultants to assist with the planning, operation and implementation of the AHIM.

THEREFORE, the parties agree as follows:

(a) AID Contracts with Professionals and Consultants.

1. The AID has applied for and received state, federal, or private funding to assist with the implementation of the State Partnership Marketplace.
2. The AID will apply for and receive state, federal, or private funding to assist with the implementation of the AHIM.
3. The AID will contract with certain professionals and consultants to provide services to the AHIM Board.

(b) Disputes. The AID and AHIM agree to negotiate in good faith any dispute that arises under this Memorandum of Understanding. If a dispute arises under this Memorandum of Understanding that cannot be resolved between the AID and AHIM, the AID or AHIM shall advise the Governor.

(c) Terms of Agreement, Amendments, Fees, and Termination. The terms and provisions of this Memorandum of Understanding shall become effective when signed by authorized representatives of each party and apply for the duration of time specified herein. Any amendments to this Memorandum of Understanding shall be agreed to, in writing, by all parties and attached hereto. Either party may terminate its participation in this agreement upon the submission of thirty (30) days written notice to do so to the other party.

(d) Effective Date and Duration of Agreement. This agreement will be effective upon the signature of the appropriate representatives of the parties to the agreement and will remain in

effect until _____, unless terminated earlier by a party. The agreement shall automatically renew for one (1) year terms until the completion of the contracts that are the subject of the state, federal or private funding that was applied for by the AID on behalf of the State Partnership Marketplace and the AHIM.

Agreed to by:

Arkansas Insurance Department

Jay Bradford, Commissioner
Arkansas Health Connector Division

Arkansas Health Insurance Marketplace

Sherrill Wise, Chair
Arkansas Health Insurance Marketplace

