

**MEMORANDUM OF AGREEMENT
BETWEEN
THE DEPARTMENT OF SOCIAL SERVICES
AND
THE CONNECTICUT HEALTH INSURANCE EXCHANGE**

This Memorandum of Agreement (“MOA”) is entered into by the Connecticut Health Insurance Exchange (hereinafter “Exchange”) established under Connecticut General Statutes §38a-1080 *et seq.* and the Connecticut Department of Social Services (hereinafter “DSS”) established under Connecticut General Statutes §17b-1 (collectively, the “Parties”) under the following terms and conditions.

WHEREAS, The Exchange is a quasi-public agency formed to implement certain provisions of the Patient Protection and Affordable Care Act, Pub.L.111-48, as amended by the Health Care and Education Reconciliation Act of 2010, Pub.L.111-152 (collectively “ACA”) and is charged with implementing Connecticut's Exchange for individuals and small employers to be effective January 1, 2014; and

WHEREAS, in accordance with Connecticut General Statutes 38a-1080 *et seq.*, the goals of the Exchange shall be to reduce the number of individuals without health insurance in the State of Connecticut and assist individuals and small employers in the procurement of health insurance by, among other services, offering easily comparable and understandable information about health insurance options; and

WHEREAS, in accordance with Connecticut General Statutes 38a-1080 *et seq.* the Exchange shall take measures necessary and convenient to carry out the purposes of the Exchange, provided measures shall not conflict with the provisions of the ACA, regulations adopted hereunder or federal guidance issued pursuant to the ACA; and

WHEREAS, the Exchange and DSS must engage people as they search for health care, and the Exchange and DSS have a common interest to assist the people of Connecticut in gaining access to care for which they are eligible, and to avoid redundant or disconnected workflows and activity; and

WHEREAS, both the DSS and the Exchange recognize the need for a coordinated effort to implement the requirements of the ACA and the establishment of a state-operated HIX including the development of a single shared eligibility system that will be used by both the Exchange and DSS to determine eligibility for Medicaid, the Children’s Health Insurance Program (“CHIP”), and Advance Premium Tax Credits & Cost Sharing Reductions (APTC/CSR); and

WHEREAS, both the DSS and the Exchange recognize the need and agree to share information pertaining to the verification of an individual’s eligibility for public programs; and

WHEREAS, the Exchange requires specific interfaces with the DSS system and DSS requires specific interfaces with the Exchange’s data;

NOW THEREFORE, the parties mutually agree to the following terms and conditions.

I. The Parties:

- a. Shall develop a joint operation and division of labor to ensure customers/clients are able to interface with the Exchange expeditiously, knowledgeably, and correctly in their search for health care options regardless of how they engage the Exchange.
- b. Shall utilize liaisons to work through each of the following subject matter areas, so that as the Exchange develops, DSS and the Exchange may work collaboratively and effectively to make decisions quickly to move the project forward:
 - i. Systems operations and infrastructure of the exchange, including how information is shared;
 - ii. Privacy and security concerning data;
 - iii. Program administration and operations;
 - iv. Administrative hearings, for both entities; and
 - v. Cost allocation, including claiming, charge backs, securing and management of grant funds and financial transfers between the parties.
- c. Acknowledge the many unknowns that exist in the project framework at the time of signing this MOA and agree to continually identify outstanding issues and resolve them efficiently and effectively through the named liaisons contained herein.
- d. Shall share data and information needed by each other to serve Connecticut consumers/clients, making sure that all privacy and security parameters to safeguard the data and information, as dictated by statute, regulation, and policy, are followed.

II. Liaisons

Task	DSS	HIX
Systems operations and infrastructure	Louis Polzella, Vance Dean, and Kristin Dowty	Peter Nichol
Privacy and security	Louis Polzella, Vance Dean, and Kristin Dowty	Peter Nichol, Virginia Lamb and new hire to be named in addendum
Program administration and operations	Louis Polzella, Vance Dean, and Kristin Dowty	Peter Van Loon and Julie Lyons

Administrative hearings	Louis Polzella, Vance Dean, and Kristin Dowty	Virginia Lamb and Julie Lyons
Cost allocation	Louis Polzella, Vance Dean, and Kristin Dowty	Steven Sigal

III. Alterations, Modifications, Changes to the MOA

- a. As necessary, DSS and the Exchange will develop addenda to this agreement that detail the operational integration plans, division of labor, data interchange specifications, and other aspects of working together. Each addendum must specify the tasks and responsibilities of each party, any costs associated with the tasks and responsibilities, and must be signed by each party.
- b. Any changes in the provisions of this MOA may be made only by the mutual written agreement of both parties, either as an addendum added to this MOA or through an amendment.

IV. Term and Notice

- a. This MOA shall be effective from the date of the last signature for a term of three years, and may be renewable thereafter by mutual agreement of the parties.
- b. This MOA may be terminated by either party with 60 calendar days' written notice to the other party.
- c. Any notice required or permitted to be given under this MOA shall be deemed to be given when hand delivered; three (3) business days after deposit in the US mail; or one (1) business day after pickup by any recognized overnight delivery service. All such notices shall be in writing and shall be addressed as follows:

If to the Exchange:

Connecticut Health Insurance Exchange
280 Trumbull Street
Hartford, CT 06103
Attention: General Counsel

If to the DSS:

State of Connecticut
Department of Social Services
25 Sigourney Street
Hartford, CT 06106-5033
Attention: General Counsel

V. Dispute Resolution

In the event of a dispute over the implementation or operation of any administrative aspect of this MOA, an attempt first shall be made to resolve the issue(s) between the designated contact persons or their designees from DSS and the Exchange. Further resolution, if necessary, shall be determined by the Commissioner of DSS and the CEO of the Exchange.

VI. Miscellaneous

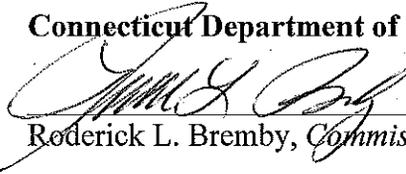
- a. No employee or agent of the DSS shall be or shall be deemed to be an employee or agent of Exchange or have authorization, express or implied, to bind the State on behalf of the Exchange to any agreements, settlements, liability or understandings, except as expressly set forth in this MOA or its subsequent addenda or amendments. DSS solely and entirely shall be responsible for its acts and the acts of its employees and contractors, if any, during the performance of this MOA.
- b. No employee or agent of Exchange shall be or shall be deemed to be an employee or agent of the DSS or have authorization, express or implied, to bind the Exchange on behalf of DSS to any agreements, settlements, liability or understandings, except as expressly set forth in this MOU. Exchange shall solely and entirely be responsible for its acts and the acts of its employees and contractors, if any, during the performance of this MOA.

MOA.

- c. This MOA shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- d. The individuals below are named as parties to this MOA and, by their signatures, mutually enter into this MOA. Either party may, from time to time, designate in writing a substitute representative.

ACCEPTANCE AND APPROVALS

Connecticut Department of Social Services

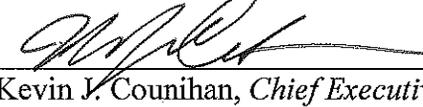


Roderick L. Bremby, *Commissioner*

Date

2/11/2013

Connecticut Health Insurance Exchange



Kevin J. Counihan, *Chief Executive Officer*

Date

2/31/13