

FIFTH AMENDMENT TO CONTRACT
TO MAINTAIN A TOLL-FREE HOTLINE

This fifth amendment to the Contract to Establish a Toll-Free Hotline (“Contract”) is entered into between the Arkansas Health Insurance Marketplace (“AHIM”), a political subdivision, instrumentality, and body politic of the State of Arkansas having its principal offices at 1401 W. Capitol Ave, Little Rock, AR 72201 and AFMC, an Arkansas non-profit corporation having its principal offices at 1020 W 4th Street, Little Rock, AR 72201 (collectively referred to as “the Parties”).

WHEREAS, AHIM has responsibility for management and oversight of the State-Based Exchange on the Federal Platform (SBE-FP) including a SBE-FP Hotline and a Small Business Health Options Program (SHOP) Hotline;

WHEREAS, AHIM has by contract with AFMC delegated the Hotline services to AFMC’s call center;

WHEREAS, AHIM is launching a concerted consumer outreach effort: Consumer Assistance Program (CAP) which includes disbursements of funds during the period before and including Open Enrollment as prescribed by AHIM;

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

Section 1.

- a. AHIM Payments to AFMC Effective September 13, 2018: The total contract value shall not exceed \$350,000 per twelve-month period. Of that amount, \$45,000 is designated for the expenses of the Consumer Assistance Program Lead, and \$70,000 is designated to support community-based events and defray administrative costs.
- b. Month one invoice shall include:
 1. \$45,000 to cover expenses related to the Consumer Assistance Program Lead;
 2. \$35,000 of the total \$70,000 available for disbursement of funds to support community-based events; and
 3. \$19,584 for Hotline service center

- c. Subsequent monthly invoices shall include:
 - 1. \$19,584 for hot line services;
 - 2. Details on funds disbursed for community-based events; and
 - 3. Details of funds beyond the original down payment for community-based events.
- d. Reconciliation: AFMC will reconcile the total annual expenditures against the pre-paid monies and remit any un-invoiced funds to AHIM by August 30 of each calendar year.

Section 2. Section 10.B. of the contract in effect September 1, 2017 is amended to read as follows: This Contract remains in effect and shall automatically renew annually until terminated in accordance with Section 10, subsections (c) – (e) of the original agreement.

Section 3. If there is a conflict between the Contract in effect September 1, 2017, and this Amendment, this Amendment controls.

This amendment is effective September 13, 2018.

IN WITNESS WHEREOF, the Parties execute this amendment:

<p>AHIM by:</p> <hr style="border: 1px solid black;"/> <div style="text-align: center; margin-top: 20px;">  </div> <hr style="border: 1px solid black;"/> <p>Angela Lowther Executive Director</p>	<p>AFMC by:</p> <hr style="border: 1px solid black;"/> <div style="text-align: center; margin-top: 20px;">  </div> <hr style="border: 1px solid black;"/> <p>Ray Hanley President & Chief Executive Officer</p>
<p><i>10-25-18</i></p> <hr style="border: 1px solid black;"/> <p>Date</p>	<p>10/31/2018</p> <hr style="border: 1px solid black;"/> <p>Date</p>