STATE OF CONNECTICUT
MEMORANDA OF AGREEMENT
Between
The Department of Public Health
(herinafter "DPH")
And
Department of Social Services
(herinafter "DSS")

DPH LOG #2011-0306

1. **Purpose**

The **Department of Public Health (DPH)** and the **Department of Social Services (DSS)** enter into this **Memorandum of Understanding (MOU)** for the purpose of improving public health service delivery and public health outcomes for low-income populations through the sharing of available Medicaid, HUSKY Plan A (hereinafter "HUSKY A"), HUSKY Plan B (hereinafter "HUSKY B" or "B"), HUSKY Plus, Fee-for-Service, Charter Oak and Title V (Maternal Child Health) data.

The specific purposes of this MOU are as follows:

A. To increase coordination between the DPH and the DSS regarding programs funded by the Maternal and Child Health (MCH) Block Grant; and

B. To increase coordination between DPH and DSS in the administration of programs that are designed to improve the health of children and adults in the State of Connecticut, in which DPH and DSS are both involved, including but not limited to, Early Periodic Screening Detection and Treatment (EPSDT); the immunization registry; programs for pregnant women and their children; school-based health centers (SBHCs); community health centers (CHCs); related federal waiver programs; and state and federal initiatives; and

C. To increase cooperation between DPH and DSS in reviewing and implementing fiscal policies that affect populations served by DPH and DSS and providers of services for those populations, including but not limited to policies pertaining to payers of last resort; third party reimbursement; fee schedules; rates of payment; provider certification; and

D. To implement a process that allows DPH and DSS joint access to critical Medicaid and public health data without duplication of effort, by developing policies and protocols related to sharing relevant data; data systems planning and development; data analysis; needs assessments; and quality assurance reviews, as permitted by state and federal law; and

E. To promote long-range planning as it relates to data sharing between DPH and DSS.

2. **Term Of Agreement**

This Agreement will begin on May 1, 2011 and will terminate on April 30, 2014.

3. **Cancellation**

Either party may cancel this agreement without cause upon sixty (60) days advance written notice delivered to the other party specifying a date of termination. In the event either party is

unable to fulfill its responsibilities hereunder as a result of impossibility of performance, illegality, acts of God, or any other reasons, cancellation of this agreement shall be effected by forwarding to the other party written notice immediately, but at least sixty (60) days prior to said termination. The notice shall describe and identify the contingency which gives rise to the notice of cancellation and shall be forwarded via certified mail, postage prepaid, return receipt requested or via email, read receipt requested.

4. Statutory Authority

The statutory authority for parties to enter into this Agreement is as follows:

A. for the Department of Public Health (DPH), Connecticut General Statutes §§ 4-8, 19a-2a, 19a-32, 17b-277, Medical Assistance for Needy Pregnant Women and Children, and 19a-59b, Maternal and Infant Health Program, and Public Act 02-65 "An Act Concerning Access to Data by the Department of Public Health", and

B. for the Department of Social Services (DSS), Connecticut General Statutes §§ 4-8 and 17b-3.

5. Funding Level

This is a "no cost" Agreement between DPH and DSS.

6. Data Management

The following provisions shall apply to the parties to this MOU (DPH and DSS), and also to any and all subcontractors, which may be used under this MOU:

A. Use of Data for Specific Purposes:

DPH and DSS mutually agree that the data they receive from and exchange between each other under this MOU shall be used only for the purposes set forth in Section 1 of this MOU and as further described in the Data-Sharing Projects listed below:

B. Confidentiality of Data:

DPH and DSS mutually agree:

1. neither party shall disclose the information they receive from or exchange between each other under this MOU, beyond the stated purposes of this MOU; and
2. to develop and implement specific safeguards to guarantee the confidentiality and security of individually- identifiable health information in either agency's possession, consistent with relevant and applicable federal and state laws and regulations. and
3. that if under this MOU, such individually-identifiable health information is transferred in electronic format, such transmissions shall be encrypted.

C. Applicable Law:

All information and data compiled, provided, shared and/or exchanged under this MOU shall be subject to all applicable state and federal confidentiality and privacy laws, regulations and statutes regarding the use, manipulation, sharing, dissemination and destruction of such information and data.

D. Data-Sharing Projects:

1. The following process shall be used by the parties under this MOU to share data between DPH and DSS, based on the current needs of the parties at the time of the execution of this original MOU:
   - **a.** Each party to this MOU shall notify and negotiate with the other party regarding the criteria and components of the data to be shared under this MOU;
   - **b.** DSS shall notify DPH as to what data DSS requires from DPH;
   - **c.** DPH shall notify DSS as to what data DPH requires from DSS;
   - **d.** DPH shall provide such requested data to DSS;
   - **e.** DSS shall add the data as requested by DPH on the data files provided by DPH;
   - **f.** DSS shall return data files to DPH including new data added by DSS;
   - **g.** DSS, or its designee, may also perform other data management activities on the data files provided by DPH, for DSS purposes as approved under this MOU.

2. Additional data requirement needs may be addressed, when necessary in the future, as mutually agreed by DPH and DSS, by amending this MOU to add such additional data requirements. Each additional data requirement added by such future Amendment to this MOU must include, but not be limited to the following:
   - **a.** A detailed description of the intended purpose of the data sharing as it relates to improving public health services delivery and meeting public health outcome goals;
   - **b.** A description of client lists or other specifics which initiate the Data-Sharing Project; and
   - **c.** A detailed description of the data to be provided by the agency receiving the data, including questions to be answered from the raw data gathered before transmission back to the original agency starting the Data-Sharing Project.

E. Disposition of Data:

DPH and DSS agree that they shall each destroy all confidential, individually-identifiable health information associated with records that they receive from each other for purposes approved under this MOU as soon as the contracted purpose(s), under this MOU, for which they receive such information, has/have been accomplished, whether through one or more Data-Sharing Projects under this MOU. As each such Data-Sharing Project is complete, and, if necessary, after all such Data-Sharing Projects are complete, the requesting agency shall:

1. destroy all hard copies of information received from the other agency which contain confidential data;
2. archive and store electronic data containing confidential information off-line in a secure location;
3. delete all on-line confidentiality data; and
4. erase, or maintain in a secure area, all other data.

7. Responsibilities of the Parties for each Data-Sharing Project:

A. Identification of Medicaid Births:

1. **Detailed description of the intended purpose** of the data sharing as it relates to improving public health services delivery and meeting public health outcome goals:

   a. DSS shall complete for DPH a match two times per calendar year of birth records and Medicaid eligibility data on an on-going basis to identify those births covered by Medicaid.
   b. Under this Section, "Medicaid" shall mean clients enrolled in HUSKY A, HUSKY B, clients covered under Medicaid fee-for-service or Charter Oak.
   c. DPH shall utilize the data sets completed by DSS, along with other DPH surveillance data sets to respond to the reporting requirements of the Maternal and Child Health Title V Block Grant. Such requirements include:
      i. the completion of a comprehensive needs assessment of the Title V population and
      ii. the on-going assessment and evaluation of the health systems capacity indicators in the Maternal and Child Health Title V Block Grant.

      The linkage of such data sets shall allow for the evaluation of access to care and quality of care for the Medicaid/non-Medicaid populations and the comparison of prenatal care utilization and pregnancy outcomes among high-risk groups.
   d. DPH shall utilize the Medicaid eligibility status information provided by DSS under this contract and other DPH data to perform public health surveillance, epidemiological and quality assurance activities in compliance with and necessitated by federal grant requirements, state mandates and public health interests, including the Medicaid population.
   e. DSS shall use such information on births to Medicaid clients and prenatal care received by those clients as part of DSS review and monitoring of quality and outcome measures improve administration of the Medicaid program.

2. A description of client lists or other specifics, which initiate the Data-Sharing Project:

   Each year of this MOU, two times per year, DSS, or its agent, shall send DPH Medicaid eligibility records (HUSKY A, HUSKY B, Fee-for-Service, Charter Oak) of members with a specific set of data elements including the following:

   a. member's first name,
   b. member's last name,
   c. member's date of birth,
   d. member's social security number

   DPH sends back to DSS two files, (1) these Medicaid eligibility records with Mother's Social Security Number encrypted, and (2) a core set of demographic information and birth outcome fields, from the most recent available birth records maintained by DPH, including the following:

   a. mother's first name,
   b. mother's last name,

c. mother's date of birth,
d. ENCRYPTED mother's social security number,
e. mother's race/ethnicity,
f. total number of prenatal visits,
g. trimester prenatal care began,
h. adequacy of prenatal care,
i. baby's gestational age in weeks,
j. birth weight,
k. birth plurality and
l. date of birth

The above list may be expanded by mutual agreement of the parties.

3. A detailed description of the data to be provided by the agency receiving the data, including questions to be answered from the raw data gathered before transmission back to the original agency starting the Data-Sharing Project.

a. DSS shall match the birth records provided by DPH above, with DSS's own Medicaid eligibility data to identify the births covered by Medicaid.
b. DSS will return to DPH the original demographic information fields from the birth records provided by DPH and the additional Medicaid eligibility and demographic information listed below:
c. DSS Client's First Name
d. DSS Client's Last Name
e. DSS Client's Social Security Number
f. DSS Client's town code
g. DSS Client's race
h. DSS Client's street
i. DSS Client's city (town code)
j. Mother's Supplemental Security Income (SSI) indicator (Y/N)
k. Mother's Medicaid coverage (HUSKY A, HUSKY B, Fee-for-Service or Charter Oak)
l. Mother's *Managed Care* effective date

4. If available in, and reportable from, the Data Warehouse, the following data will be provided:

a. HOH (*Head of Household)* ID
b. HOH first name
c. HOH Last Name
d. HOH SSN number
e. HOH relationship
f. HOH date of birth
g. HOH race
h. HOH age
i. HOH *Managed Care* effective date
k. HOH language (English, Spanish, etc.),

DSS shall not be responsible for testing this information for reliability.

B. **DPH CT Immunization Registry Tracking System (CIRTS) - Request for Medicaid Client data**

CIRTS/Immunization Action Plan (IAP) Coordinators **will** utilize the DSS Connecticut Medical Assistance Program website https://www.ctdssmap.com/ to determine the Medicaid eligibility status of children enrolled in CIRTS without an identified medical home.

* CIRTS/IAP Coordinators **will** submit ~~monthly~~ requests **to Connecticut Health Network (CHN)** for claims data on children enrolled in CIRTS and in Medicaid. The CHN **will** return**s** claims data **to...** ~~**and the The IAP Coordinators will identify (?) track**~~ the children's medical home, bring them back to care and up-to-date with their ~~immunizations~~.

Community

(HUSKY A and HUSKY B)

The IAP Coordinators to

^ On a monthly basis

primary immunization series

1. A detailed description of the intended purpose of the data sharing as it relates to improving public health services delivery and meeting public health outcome goals:

Section 19a-7b of the Connecticut General Statutes grants DPH the authority to establish and maintain an immunization registry, hereinafter referred to as the Connecticut Immunization Registry and Tracking System (CIRTS), of all children, including newborns, who have not begun the first grade.
The same section requires health care providers who have provided health care to a child enrolled in CIRTS to report sufficient information to enable CIRTS to establish and maintain the child's immunization record.
DSS is required by federal law to report to the Centers for Medicare and Medicaid Services (CMS) on the immunization status of two-year-old children on an annual basis.

Medicaid Managed Care Organizations (MCO's) have entered into contracts with DSS to provide health care services to the Medicaid population in the family coverage groups.

This agreement enables two State Agencies, DPH and DSS, to work together toward a common goal; i.e., ensuring that two-year-old children enrolled in Medicaid Managed care are age-appropriately immunized.

2. Description of Data Needed, and Source Data File to be Used to Gather Relevant Data, where appropriate

On a monthly basis, DPH CIRTS will receive from DSS a file of all children currently enrolled in HUSKY A (using the attached file format "DSS monthly Medicaid data dictionary for CIRTS.pdf")

On a monthly basis, DPH CIRTS will receive from each MCO a file of all currently enrolled Husky A and HUSKY B children less than seven years old (using the attached file format "DSS MCO data dictionary for CIRTS.pdf").

By March 1 of each calendar year, DSS will provide DPH CIRTS with a list of children who turned two in the previous calendar year and who meet the eligibility criteria set by CMS for the two year old immunization status report required for CMS.

By July 1 of each calendar year, DPH CIRTS will provide DSS: a) a summary report on the immunization status of all eligible two year old Husky A children; and, b) a report that differentiates rates by MCO for HUSKY A. DPH CIRTS will also provide HUSKY B immunization rates to an MCO if the MCO provides DPH CIRTS with a list of its eligible HUSKY B children in the appropriate format. These reports will adhere to the HEDIS *or* other guidelines selected by DSS of those allowed by the federal government.

DSS may audit DPH CIRTS use and safeguarding of information provided in accordance with this agreement.

3. Additional Use of Medicaid and MCO data provided to DPH CIRTS by the Pregnancy Risk Assessment Tracking System (PRATS)

DPH staff supporting the Pregnancy Risk Assessment Tracking System will request the telephone number of DSS clients from DPH CIRTS that have been randomly selected to participate in a voluntary survey of post-partum women to assess their behaviors and experiences before, during and after the birth of her child. The DPH PRATS staff will request the telephone number only as part of outreach efforts to locate lost-to-follow-up women selected for the survey.

8. Subcontractors

A. DPH shall not utilize subcontractors to conduct or perform any DPH tasks, responsibilities or activities under this MOU.

B. DSS shall be responsible for monitoring the programmatic activities of any subcontractor it uses under this MOU, including the Hartford Foundation for Public Giving and/or Voices for Children.

9. Revisions and Amendments

Revisions to this Agreement's objectives, including revisions to due dates for completion of objectives, must be approved in writing by DPH and DSS. A formal agreement amendment shall be required for: extensions to the dates of the contract period, revisions to the maximum contract payment, and other contract revisions determined material by DPH and DSS. A formal agreement amendment shall be required for: extensions to the dates of the contract period, revisions to the maximum contract payment, revisions to this Agreement's objectives, including revisions to due dates for completion of objectives, and other contract revisions determined material by DPH and DSS.

this sentence should be removed since next sentence is almost identical ??

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for the Department of Public Health:

Jewel Mullen, M.D., M.P.H., M.P.A., Commissioner — Date: 6/8/11

for the Department of Social Services:

RODERICK L. BREMBY, *Commissioner* — Date: 6/27/2011

Department of Public Health
Contracts & Grants Management Section
PO Box 340308, 410 Capitol Ave.
Hartford, CT 06134-0308
Telephone: (860) 509-7704 FAX: (860) 509-8210

December 5, 2014

Julia K. Lentini Marquis
Staff Attorney, Contract Administration Unit
Department of Social Services
25 Sigourney Street
Hartford, CT 06106

Re: DPH Contract Log #2011-0306-3
Contract for: Family Health Program
Contract Period: May 1, 2011 - April 30, 2017
Award Maximum: $0.00

Dear Ms. Marquis:

Enclosed is a copy of the fully executed Contract Amendment listed above. Please forward copies of the fully executed Contract to the appropriate financial and programmatic staff in your agency. If you have contract questions regarding this Amendment please contact me at (860) 509-7704. Programmatic questions should be directed to Marcia Cavacas at (860) 509-7775.

Sincerely,

Aleana Johnson
Health Program Associate

cc: Marcia Cavacas

julia.lentini@ct.gov

OPM ID:

Contract Face Sheet

State of Connecticut, Department of Public Health

CORE ID: 11DPH0306HH

BRANCH: PUBLIC HLTH INITIATIVES **SECTION:** Family Health Section	**FACESHEET:** ☐ Original ☐ Revised ☑ Amendment ☐ Tech. **(If revised, date of original):**	**DPH LOG#:** 2011-0306-3 **DATE:** 12/4/2014
CONTACT PERSON Johnson, A.	**TITLE:** Contract Specialist	**PHONE:** (860) 509-7705
CONTRACTOR Department of Social Services **- Legal Name:** **Dept/Div:** **Street:** 55 Farmington Avenue **City:** Hartford **State:** CT **Zip:** 06105-		**FEDERAL ID (FEIN/SSN) or TOWN CODE: CONTRACTOR:** 061-27-4678

Payee, if Other:

IS CONTRACTOR A CURRENT OR RETIRED STATE EMPLOYEE ? ☐ Yes ☑ No (If current, attach statement from agency head attesting to his/her availability)	**CONTRACT PERIOD** **From:** 5/1/2011 **To:** 4/30/2017
TYPE OF CONTRACT OR LEASE: (New, Renewal, Amendment) Amendment MOA	
REASON FOR CONTRACT: Amendment #3- to include additional activities. DPH and DSS enter into the MOA for the purpose of improving public health service delivery and public health outcomes for low income populations through the sharing of available Medicaid HUSKY Plan A and Plan B, Husky Plus, Fee-for-Service, Charter Oak and Title V MCH data.	

CONTRACT PERIODS/ FUNDING:

	This Contract:	Prior Contract:
	2011-0306-3	2011-0306-2
	From: 5/1/2011 To: 4/30/2017	From: 5/1/2011 To: 4/30/2017

	CORE FUNDING CODES							Bud Ref	BUDGET AMOUNTS		
YR	Dept	FUND	SID	PROG	ACCT	Reserved	PROJECT	BudRef	THIS CONTRACT	PRIOR CONTRACT	DIFFERENCE
1	DPH48831	12060	n/a	42003	55080		DPH_NONPROJECT	2011	$0.00	$0.00	$0.00
2	DPH48831	12060	n/a	42003	55080		DPH_NONPROJECT	2011	$0.00	$0.00	$0.00
3	DPH48831	12060	n/a	42003	55080		DPH_NONPROJECT	2011	$0.00	$0.00	$0.00
4	DPH48831	12060	n/a	42003	55080		DPH_NONPROJECT	2011	$0.00	$0.00	$0.00
5	DPH48831	12060	n/a	42003	55080		DPH_NONPROJECT	2011	$0.00	$0.00	$0.00
6	DPH48831	12060	n/a	42003	55080		DPH_NONPROJECT	2011	$0.00	$0.00	$0.00
								YEAR 1 SUBTOTALS	**$0.00**	**$0.00**	**$0.00**
								YEAR 2 SUBTOTALS	**$0.00**	**$0.00**	**$0.00**
								YEAR 3 SUBTOTALS	**$0.00**	**$0.00**	**$0.00**
								YEAR 4 SUBTOTALS	**$0.00**	**$0.00**	**$0.00**
								YEAR 5 SUBTOTALS	**$0.00**	**$0.00**	**$0.00**
								CONTRACT GRAND TOTALS:	**$0.00**	**$0.00**	**$0.00**

IS THIS CONTRACT RETROACTIVE ? (If YES, Explain briefly below or Attach Explanation.) ☐ Yes ☐ No ☑ N/A

NOTES: 1) N/A is used for Amendments only. 2) If Revised, facesheets will indicate status = retroactive.

(N/A - Amendment)

EXPLANATION OF COST INCREASE: (If Applicable)	
PROPOSALS Or BIDS:	**Are These Services Available Through Other State Agencies ?** ☐ Yes ☑ No (If YES, On an attached sheet, Explain Why not Being Utilized)
	Were Competitive Bids or Alternative Proposals Sought ? ☐ Yes ☐ No ☑ N/A (If YES, Briefly Summarize on an attached Sheet. If NO, Explain Why Not.)

FULLY EXECUTED

STATE OF CONNECTICUT
MEMORANDUM OF UNDERSTANDING
Between
The Department of Public Health
And
Department of Social Services
DPH LOG #2011-0306-3

FULLY EXECUTED

The Agreement between Department of Social Services and the Department of Public Health which was executed by the parties on June 27, 2011 and subsequently amended on October 17, 2013 and December 26, 2013 is hereby further amended as follows:

1. **Section 4. A. – Statutory Authority** – of the original Agreement is hereby deleted and replaced with the following:

   a. For the Department of Public Health (DPH), Connecticut General Statutes §§ 4-8, 19a-2a, 19a-45a, 17b-277, Medical Assistance for Needy Pregnant Women and Children, and 19a-59b, Maternal and Infant Health Program, and Public Act 02-65 "An Act Concerning Access to Data by the Department of Public Health," and

   b. For the Department of Social Services (DSS), Connecticut General Statutes §§ 4-8 and 17b-3.

2. **Section 7. A.1.a. – Responsibilities of the Parties for each Data-Sharing Project** – of the original Agreement is hereby deleted and replaced with the following:

   a. DSS shall complete for DPH an annual match per calendar year of birth records and Medicaid eligibility data on an on-going basis to identify those births covered by Medicaid.

3. **Section 7. B.1. and B. 2. – DPH CT Immunization Registry Tracking System (CIRTS) – Request for Medicaid Client data** – of the original Agreement is hereby deleted and replaced with the following:

   1. A detailed description of the intended purpose of the data sharing as it relates to improving public health services delivery and meeting public health outcome goals:

      Section 19A-7b of the Connecticut General Statutes grants DPH the authority to establish and maintain an immunization registry, hereinafter referred to as the Connecticut Immunization Registry and Tracking System (CIRTS), of all children, including newborns, who have not begun the first grade. The same section requires health care providers who have provided health care to a child enrolled in CIRTS to report sufficient information to enable CIRTS to establish and maintain the child's immunization record.

      DSS has entered into a contract with the state's Administrative Service Organization, Community Health Network of Connecticut, Inc. (CHN) to provide health care services to the Medicaid population in the family coverage groups.

      This Agreement enables two State Agencies, DPH and DSS, to work together toward a common goal; i.e., ensuring that two-year-old children enrolled in Medicaid Managed care are age-appropriately immunized.

   2. Description of Data Needed, and Source Data File to be Used to Gather Relevant Data, where appropriate.

CIRTS/Immunization Action Plan (IAP) Coordinators will utilize the DSS Connecticut Medical Assistance Program website https://www.ctdssmap.com/ to determine the Medicaid eligibility status of children enrolled in CIRTS without an identified medical home.

CIRTS/IAP Coordinators will submit requests to Community Health Network (CHN) for claims data on children enrolled in CIRTS and in Medicaid (HUSKY A and HUSKY B). The CHN will return claims data to the IAP Coordinator s to identify the children's medical home, bring them back to care and up-to-date with their primary immunization series.

4. All other terms and conditions not specifically amended herein shall remain in full force and effect. If there is a conflict between the Amendment and the Agreement, the Amendment shall prevail.

Approval and Acceptances:

For the State of Connecticut Department of Public Health:

Janet M. Brancifort — 12/4/14
Janet M. Brancifort, MPH — Date
Deputy Commissioner

For the Department of Social Services

Kathleen M. Brennan — 10/24/14
Kathleen M. Brennan, Deputy Commissioner — Date