

**MEMORANDUM OF AGREEMENT
BETWEEN
DEPARTMENT OF HEALTH
AND
THE DEPARTMENT OF HEALTH CARE FINANCE
AND
DC PUBLIC SCHOOLS**

Term: January 1, 2014 - December 31, 2019

I. INTRODUCTION

This Memorandum of Agreement (MOA) is entered into between the District of Columbia (DC) Department of Health (DOH), DC Department of Health Care Finance (DHCF), and the DC Public Schools (DCPS), individually referred to as the "Party," or collectively referred to herein as the "Parties." This MOA establishes the terms and conditions under which the Parties shall coordinate and share data in an effort to identify disparities in the utilization of Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) services, including preventive dental services and well-child visits and associated screenings for children attending public schools: This MOA establishes the terms and conditions under which the Parties shall coordinate and share data in an effort to ensure DCPS is able to meet its institutional requirements regarding obtaining Universal Health Certificates and Oral Health Certificates. Specifically, this MOA addresses the transfer of data related to oral health and preventive health care records for Medicaid-enrolled children who are also enrolled in DCPS, as well as how to target resources by offering outreach and health services on-site at schools.

II. AUTHORITY

D.C. Law 17-109, the "Department of Health Care Finance Establishment Act of 2007," effective February 27, 2008 (D.C. Official Code § 7-771.01 *et seq.* (2008 Repl.)); 29 DCMR § 1900.3, 55 DCR 2883 (Mar. 21, 2008); and 34 CFR § 303.523; Section 1902(a)(43) of the Social Security Act requires outreach by the Medicaid agency; 42 CFR 441.61 requires the Medicaid Agency to coordinate with related programs (in child health); Section 5230 of CMS' State Medicaid Manual requires Coordination with Related Agencies and Programs by the Medicaid Agency; Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99); D.C. Code § 38-604 requires outreach by school officials and public health authorities to ensure needed health screenings are received and appropriate forms are submitted; 45 CFR § 1304.20(a)(1)(i)-(iii), 1304.20(b)(1)-(3) details the Head Start Program Performance Standards and reporting requirements; and any other authority under the parties' programs.

III. OVERVIEW OF THE PARTIES

DHCF is the single state agency responsible for administering Title XIX of the Social

Security Act (Medicaid, *see* 42 U.S.C. §1396). DHCF develops eligibility, coverage, and payment policies for the Medicaid program; facilitates and supports and/or coordinates the delivery of covered services by other District agencies; ensures that the programs and Medicaid programs operated under MOAs or Memoranda of Understanding by sister agencies are compliant with all federal and District laws and regulations; works to ensure that the District fully utilizes federal funding for covered Medicaid services; and analyzes new and existing federal and District health care delivery and financing policies to ensure that they promote efficient, effective, and appropriate health care.

The District of Columbia Public Schools (DCPS) is an agency within the District of Columbia government established pursuant to the Public Education Reform Amendment Act of 2007, D.C. Law 17-009, June 12, 2007 (“Act”).

The Department of Health (DOH) designs public health systems, diagnoses and investigates health threats, develops policy and provides education, preventive and therapeutic treatment services. Under the DOH’s Community Health Administration is the Child, Adolescent and School Health Bureau, which includes the Oral Health Program.

IV. STATEMENT OF PURPOSE

The purpose of this MOA is to establish the terms and conditions under which the parties will share data and collaborate in an effort to target resources and increase the number of District children who receive oral health and preventive health care services. This effort will help ensure DCPS is able to meet its institutional requirements regarding obtaining Universal Health Certificates and Oral Health Certificates.

V. STATEMENT OF PRINCIPLES

This MOA is based on the following principles:

- A. DCPS, DHCF, and DOH have a common interest in ensuring District children receive oral health and preventive health care services and in ensuring the District is meeting all federal reporting requirements.
- B. DCPS, DHCF, and DOH put forth public funds to ensure children receive needed services and agree that collaboration and data-sharing will decrease duplicate screenings and maximize appropriate stewardship of these funds.
- C. This agreement will not modify the systemic responsibilities or authority delegated to the parties within their organizations.
- D. This agreement is not intended to override or amend any unrelated interagency agreement or memorandum of understanding, which may already exist between DCPS, DHCF, and DOH.
- E. All parties will monitor this agreement to ensure that the provisions specified are executed. Unless otherwise noted, “DCPS” refers specifically to the Office of Youth Engagement, Health and Wellness team; “DHCF” refers specifically to the Health Care

Delivery Management Administration, Division of Children's Health Services; and "DOH" refers specifically to the Community Health Administration, School Health Division. All provisions specified in this agreement will be carried out by the directors of these divisions, or their designees.

- F. All will provide information and data needed to carry out the MOA and data will be maintained in a manner compliant with both HIPAA and FERPA, when applicable.

VI. SCOPE OF SERVICES

Pursuant to the applicable authorities and in the furtherance of the shared goals of the Parties to carry out the purposes of this MOA expeditiously and economically, the Parties do hereby agree:

A. Identification of Children

1. By September 30th of each year, DCPS will provide DHCF with a list of children, including name, address, phone number, date of birth (DOB), school of enrollment, grade, and DCPS student identification number for students enrolled in DCPS.
2. DHCF will compare the DCPS enrollment list with the Medicaid enrollment list to determine which children are enrolled in both, referred to as "Medicaid Children." DHCF will destroy DCPS data pertaining to children who are not determined to be Medicaid Children.

B. Identification of Gaps in EPSDT Services

1. Beginning with the 2014-15 school year, DCPS will identify which children submitted Oral Health Assessments and/ or Universal Health Certificates based on registrar records and will include this information in the report described in Section VI.A.1 to DHCF and DOH by September 30th of each year. Beginning with School Year 2014-2015, the Oral Health Assessment will be requested from students in all grades.
2. DHCF will identify which Medicaid Children have Medicaid claims for pertinent oral health and preventive health care services, as described below, in the last twelve (12) months and share that information with DCPS and DOH. This information will be provided to the parties by October 31st of each year in a report that lists children including name, address, phone number, DOB, school of enrollment, grade, student identification number, form compliance based on DCPS data (beginning in 2014), Medicaid identification number, Managed Care Organization (MCO) enrollment status, and the date and provider information for the child's last well-child visit and last dental visit based on Medicaid claims data. For children enrolled in Title I pre-kindergarten (PK3) and pre-kindergarten 4 (PK4) classrooms, DHCF will also provide results of vision, hearing, TB, lead, blood pressure, hemoglobin/ hematocrit, and oral health assessments when data is available in order to assist DCPS in meeting Head Start reporting requirements. Data will only be shared for children enrolled in Head Start and in Medicaid and for students who are enrolled in Medicaid but did not

submit Oral Health Assessments and/or Universal Health Certificates or are identified as being noncompliant on the reports DOH already sends from the Immunization Registry with regard to immunization surveillance.

3. DHCF will use the Medicaid claims data, combined with Oral and Universal Health Certificate submission data, to determine which schools have the greatest percentage of Medicaid children who have not received preventive health care services. DHCF will provide a compilation report to the parties by October 31st identifying the level of compliance by school based on DCPS records of form submission and Medicaid claims data. Additional schools may be identified for targeted outreach and services based on the Immunization Registry reports that are already provided by DOH to DHCF and DCPS stakeholders.
4. DOH will also provide an updated report to the parties by December 31st of each year indicating the total number and percentage of Universal Health Assessments and Oral Health Assessment forms submitted by school. In addition, for children who meet the criteria below, DOH will provide a detailed report identifying children by first name, last name, date of birth, school of enrollment, and Medicaid ID (if available), indicating the following:
 - i. Which children submitted an oral health assessment that is incomplete;
 - ii. Which children submitted forms indicating that additional care is required.
5. Beginning in 2014, by July 20th of each year, DOH will provide the Parties with an annual report for the previous school year that documents the final number and percentage of Universal Health Certificates and Oral Health Assessments submitted by school and grade.,

C. Outreach Responsibilities

1. All families with children enrolled in DCPS will receive messages about the importance of seeking preventive physical and oral health care and submitting the Universal Health Certificate and Oral Health Assessment forms. These messages will be included in the enrollment package and summer mailings that are disseminated to all DCPS families.
2. DCPS will provide notices through the Registrar's office to families who fail to submit the Universal Health Certificate and Oral Health Assessment forms with their enrollment package.
3. For families who still have not submitted completed forms at the time the first quarter progress reports are prepared, DCPS will include an additional reminder with the first quarter report card. Children will be identified based on the DCPS registrar data.
4. The highest need schools, based on the DHCF report described in Section VI.B.3, will be targeted with increased outreach regarding the importance of preventive care and information on how to access dental and medical care through Medicaid.
5. DCPS will notify the principals of the target schools that their school has been identified as having a large percentage of students who have not received oral health and preventive health care services. The principals shall ensure their schools follow up with the parents/guardians in collecting the required Universal Health forms and Oral Health Assessment forms for students who do not have completed forms on

record. Children will be identified based on the report provided by DHCF by October 31st. Schools will receive a list of children enrolled in their school who should receive this notice from the DCPS Office of Youth Engagement. The list will include first name, last name, DCPS ID, and, when available, the student's assigned primary care provider and primary dental provider.

6. DOH will notify the school nurses of the target schools that their school has been identified as having a large percentage of students who have not received oral health and preventive health care services.
7. DHCF will provide the Medicaid Managed Care Organizations (MCOs) with school enrollment data for their members by November 30th so that they may provide outreach services to their enrollees who did not submit Oral Health Forms or Universal Health Certificates and do not have claims for appropriate preventive health care services, including immunizations. MCOs will encourage parents to take children to the dentist or primary care provider for needed preventive health care services and will also encourage parents to submit the health forms to the school following the visit(s).
8. When DHCF is made aware of the need for additional follow-up services as reported on Oral Health Forms or Universal Health Certificates for Medicaid children, DHCF will notify the appropriate MCO of the need for outreach services to their enrollees.
9. For schools with greatest need, DOH and DHCF will provide a health education event, either in conjunction with a Parent Teacher Association (PTA) meeting or other established school activity, or as a stand-alone health fair or event.
10. DHCF will provide outreach materials to DCPS and DOH for distribution through school events, school-based health centers, the nurses' suites, and other appropriate locations.
11. Due to the Federal requirements that DCPS must meet for Head Start, the efforts designated for "target schools" will also be applied to all Title I PK3 and PK4 classrooms that do not show full compliance with Head Start screening requirements.

D. Provision of Oral Health Services at Target Schools

1. DHCF will use the Medicaid claims data, combined with Oral and Universal Health Certificate submission data, to determine which schools have the greatest percentage of Medicaid children who have not received oral health and preventive health care services. DHCF will provide a compilation report to the parties by October 31st identifying the level of compliance by school based on form submission and Medicaid claims data, as described in Section VI.B.
2. DOH and DHCF will collaborate to develop a provider application and provider agreement to identify approved providers who are available to provide oral health services to children at target schools who are not otherwise receiving such services by January 31, 2014.
3. When dentists request permission to provide oral health services in schools through the application developed above, DOH will confirm DC licensure of provider applicants and that the scope of proposed services is in accordance with the training and licensure of the provider. For dentists intending to seek Medicaid reimbursement

for services rendered, DHCF will confirm Medicaid credentialing and enrollment in the Medicaid provider network(s).

4. Based on DOH and DHCF verification, DCPS will approve provider requests, obtain signed provider agreements outlining the responsibilities of the provider in meeting requirements set forth by the Parties, and connect the approved providers with target schools.
5. DCPS will secure appropriate authorization from parents or guardians to provide oral health services to students.
6. DCPS will provide on-site oversight of the provider's activities in the school building.
7. Services provided by Medicaid-enrolled providers to children enrolled in Medicaid may be eligible for Medicaid reimbursement so long as the services are covered by Medicaid and all applicable Medicaid requirements are met.

E. Data Reporting on Oral Health Services Provided at School

1. The providers who come to schools to provide oral health services will be responsible for documenting the services provided and the specific students served. The providers must submit a final report that includes the date of service, provider name, National Provider ID (NPI), provider address, as well as the names, date of birth, summary of services provided, and whether additional follow-up dental care is required, and if available, Medicaid ID of the students served. This requirement will be outlined in the Provider Agreement.
2. The report prepared by the provider, along with any newly completed Oral Health Assessments, will be given to the DCPS on-site contact. Oral Health Assessments will be given to the school nurse for inclusion in the student's school health record. The report prepared by the provider will be sent to the DCPS Office of Youth Engagement, Health & Wellness Division within five (5) days of service provision.
3. When services are rendered in schools, the DCPS Office of Youth Engagement, Health & Wellness Division will submit any provider reports to DHCF by the end of the month in which the reports are received to facilitate tracking of the provision of oral health services in schools. These reports shall include full detail data furnished by the provider. For providers coordinated through DOH, reports may be provided to DHCF directly by DOH within five (5) days of service provision.

F. Additional Responsibilities of the Parties

1. DHCF will provide information about how Medicaid beneficiaries can access oral health services through Medicaid to be included in the School Nurse Policy Manual and the Orientation Program for new School Nurses.
2. DOH will ensure that the School Nurse Policy Manual includes policies for the following topics:
 - i. Collection of the Universal Health Certificate and Oral Health Assessment forms;

- ii. Tracking compliance with the submission of the Universal Health Certificate and Oral Health Assessment forms; and
 - iii. Requirements concerning the method, frequency, and format of reporting compliance with submission of the Universal Health Certificate and Oral Health Assessment forms and pertinent information that should be conveyed from the forms to DOH, DCPS, and DHCF.
3. DOH and DCPS will require submission of the Oral Health Assessment form for all grades beginning with school year 2014-2015 as a part of the enrollment package.

VII. DURATION OF MOA AND DATA PROTECTION

This MOA shall be effective as of the last date of signing by the signatories and, unless terminated in writing by either Party prior to its expiration, terminate five years from the effective date (the "Term"). The Parties may renew this MOA for additional terms by written agreement signed by all Parties prior to expiration of the Term or any subsequent term agreed to pursuant to this provision.

VIII. CONFIDENTIALITY AND DATA PROTECTION

All data obtained pursuant to this MOA will be protected in a manner compliant with both Family Educational Rights and Privacy Act (FERPA) and Health Insurance Portability and Accountability Act (HIPAA) as follows:

- A. This MOA requires DHCF and DOH to provide institutional services or functions on behalf of DCPS. These agencies' ability to provide services under this MOA requires DCPS to share personally identifiable information from education records with DHCF and DOH, and DCPS has determined these agencies have legitimate educational interests in such disclosure solely to the extent such records are utilized to perform institutional services or functions on behalf of DCPS and not for any other agency-specific purpose. DHCF and DOH acknowledge that such records must be safeguarded in accordance with the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) (FERPA).
- B. In accordance with 34 CFR § 99.31(a)(1)(i)(B), DHCF and DOH acknowledge that (i) their personnel accessing education records under this MOA are considered "school officials" for purposes of providing institutional services or functions on behalf of DCPS under this MOA; (ii) they are operating on behalf of DCPS with respect to the use and maintenance of the education records they will have access to under this MOA; (iii) they are under the direct control of DCPS with respect to the use and maintenance of all education records disclosed pursuant to this MOA; and (iv) they are subject to the requirements of 34 CFR § 99.33(a) with respect to the use and disclosure of personally identifiable information from such education records. According to 34 CFR § 99.33(a),

DHCF and DOH must (a) not disclose any personally identifiable information from education records they may have access to under this MOA to another party without first obtaining prior consent from the affected parent/guardian (or student if the student has reached the age of 18); and (b) ensure that their officers, employees and agents receiving education records under this MOA only use such records for purposes of providing institutional services or function on behalf of DCPS under this MOA. In addition, DHCF and DOH acknowledge and agree that they will use all education records disclosed pursuant to this MOA to fulfill institutional services or functions on behalf of DCPS and that they may not use such records for any of their own agency-specific purposes.

- C. DHCF is a covered entity under the Health Insurance Portability and Accountability Act (HIPAA). DOH and DCPS acknowledge that any health data shared by DHCF, including Medicaid enrollment data, must be safeguarded in accordance with HIPAA.
- D. DOH and DCPS agree not to use or disclose Protected Health Information or electronic Protected Health Information (hereinafter "PHI" or Protected Health Information) other than as permitted by this Agreement or as required by law.
- E. DOH and DCPS may de-identify any and all Protected Health Information provided by DHCF, provided that the de-identification conforms to the requirements of 45 C.F.R. § 164.514(b) and any associated HHS guidance. Pursuant to 45 C.F.R. § 164.502(d)(2), de-identified information does not constitute Protected Health Information and is not subject to HIPAA compliance.
- F. DOH and DCPS agree to use appropriate safeguards and comply with administrative, physical, and technical safeguards requirements in 45 C.F.R. §§ 164.308, 164.310, 164.312 and 164.316 as required by § 13401 of the Health Information Technology Economic and Clinical Health Act (February 18, 2010) ("HITECH"), to maintain the security of the Protected Health Information and to prevent use or disclosure of such Protected Health Information other than as provided in this Agreement, and as such, may be held directly liable for its own compliance by the United States Department of Health and Human Services. If necessary, the Parties agree to the monitoring and auditing to ensure compliance with this section. A summary of HIPAA Security Rule standards is attached as an Appendix to this Agreement.
- G. DOH and DCPS agree to report immediately, and in writing, any use or disclosure of the Protected Health Information not permitted or required by this Agreement or other incident or condition arising out the Security Rule, including breaches of unsecured protected health information as required at 45 CFR 164.410, to the DHCF Privacy Liaison and/or the District-wide Privacy and Security Official.
- H. The Parties agree that workforce members, agents and subcontractors who violate the provisions of this Agreement or other applicable federal or state privacy law will be subject to discipline in accordance with the District Personnel Manual, applicable collective bargaining agreement, and applicable contracts with vendors. The Parties shall

inform the District Privacy Official or the agency Privacy Liaisons of the imposition of sanctions.

- I. As contractors of DHCF, the Medicaid MCOs may be given access to data obtained through this agreement so that they may assist in the implementation of the activities outlined in the MOA. As contractors of DOH, the school nurses may be given access to data obtained through this agreement so that they may assist in the implementation of the activities outlined in the MOA.
- J. Within 30 days following the commencement of this Agreement, or any subsequent modification to this Agreement or 30 days following relevant procurement, DOH and DCPS will provide DHCF a list of all vendors who meet the definition of a Business Associate. Additionally, DOH and DCPS agree to ensure their respective vendors and vendor's subcontractors understanding of liability and monitor, where applicable, compliance with this Agreement.
- K. Data reports described in Section VI containing personal health or educational data will be exchanged in password protected Excel files, hand-delivered between the Parties, or electronically via secure server, with passwords shared orally or under separate cover. Macro level reports without identifiable information about specific children may be exchanged via standard electronic mail.
- L. The Parties to this MOA, including their agents, workforce members, vendors and vendors' subcontractors, will use, restrict, safeguard and dispose of all information related to services provided by this MOA, in accordance with all relevant federal and local statutes, regulations, and policies.
- M. Information received by any Party in the performance of responsibilities associated with the performance of this MOA shall remain the property of the original owners. Data exchanged in this MOA shall not be used for purposes other than as described herein.
- N. DHCF will maintain the longitudinal record of the compilation data derived from the processes outlined in this MOA. Any compilation reports containing identifiable data provided to DOH and DCPS by DHCF shall be destroyed by DOH and DCPS by December 31st of the following school year.

IX. TERMINATION

Either Party may terminate this MOA in whole or in part by giving thirty (30) calendar days advance written notice to the other Party.

X. NOTICE

The following individuals are the contact points for each Party under this MOA:

Diana K. Bruce
Director of Health and Wellness
Office of Youth Engagement
District of Columbia Public Schools
1200 First Street, NE
Washington, DC 20002
Telephone: 202-442-5103
Diana.Bruce@dc.gov

Colleen Sonosky, JD
Associate Director
Division of Children's Health Services
Health Care Delivery Management Administration
Department of Health Care Finance
441 4th Street NW, Suite 900S
Washington, DC 20001
Telephone: 202-442-5913
Colleen.Sonosky@dc.gov

Charlissa Quick, RN, MSA
School Health Division Chief
Community Health Administration
Department of Health
899 North Capitol Street, NE, 3rd Floor
Telephone: 202-442-9123
Charlissa.Quick@dc.gov

The following individuals are the contact points for each Party in the event of a concern regarding the security of data exchanged under this MOA:

LaRah D. Payne, ScD, MPH, CIPP/G
Information & Privacy Officer
Office of the Chief Operating Officer
Department of Health Care Finance (DHCF)
441 4th Street, NW Suite 900S
Washington, DC 20001
202-442-9116 (voice)
202-557-0143 (cell)
202-442-4790 (fax)
LaRah.Payne@dc.gov

Keela S. Seales, Esq.
Privacy Liaison
DC Department of Health
Office of the Director
Government of the District of Columbia
899 North Capitol St., N.E.
5th Floor
Washington, D.C. 20002
202-535-1470 Office
202-821-9698 Mobile
Keela.Seales@dc.gov

Tina L. A. Curtis, Esq., CIPP
Director/District-wide Privacy and Security Official
Office of Healthcare Privacy and Confidentiality
Office of the Attorney General for the District of Columbia
202.442.9373
202.664.0196 (cell)
Tina.Curtis@dc.gov

XI. MODIFICATIONS

The terms and conditions of this MOA may be modified only upon prior written agreement by the Parties.

XII. PROCUREMENT PRACTICES ACT

If a District of Columbia agency or instrumentality plans to utilize the goods or services of an agent or third party (*e.g.*, contractor, consultant) to provide any of the goods or services specified under this MOA, then the agency or instrumentality shall abide by the provisions of the District of Columbia Procurement Practices Reform Act of 2010, effective April 8, 2011 (D.C. Official Code § 2-351.01 *et seq.* (2011 Repl.)), to procure the goods or services of the agent or third party.

XIII. MISCELLANEOUS

The Parties shall comply with all applicable laws, rules and regulations whether now in force or hereafter enacted or promulgated.

IN WITNESS WHEREOF, the Parties hereto have executed this MOA as follows:

District of Columbia Public Schools

MR for K. Henderson

Date: 4/29/14

Kaya Henderson
Chancellor

District of Columbia Department of Health Care Finance

Wayne S

Date: 3-12-14

Wayne Turnage
Director

District of Columbia Department of Health

Joxel Garcia
Joxel Garcia, MD, MBA
... a Director

Date: 5/7/14

Reviewed for Data Sharing Controls

Tina L. A. Curtis

Date: February 11, 2014

Tina L. A. Curtis, Esq., CIPP
Director/District-wide Privacy and Security Official