

MEMORANDUM OF UNDERSTANDING
(Data Share Agreement)
BY AND BETWEEN
STATE OF CONNECTICUT DEPARTMENT OF SOCIAL SERVICES
and
STATE OF CONNECTICUT DEPARTMENT OF PUBLIC HEALTH

This Memorandum of Understanding (“MOU” or “Agreement”) is entered into between the State of Connecticut Department of Social Services (“DSS”), located at 55 Farmington Avenue, Hartford, CT 06105, along with the State of Connecticut Department of Public Health (“DPH”), located at 410 Capitol Avenue, Hartford, Connecticut 06134 (individually, a “Party” and, collectively, the “Parties”), for the purpose of facilitating the exchange of information concerning DSS’s state medical assistance program (“Medicaid”) for use in DPH’s Title V Maternal and Child Health (“MCH”) Block Grant reporting requirements. This MOU supersedes and replaces all other agreements between DSS and DPH concerning Medicaid data and Title V MCH reporting requirements.

WHEREAS, DSS is the Connecticut state agency responsible for administering, either directly or through its agents, a wide variety of government benefit programs for low-income residents, including, but not limited to, Medicaid;

WHEREAS, DPH is the lead agency in protection of the public’s health, and in providing health information, policy and advocacy;

WHEREAS, DPH administers the Title V Program, which has played a lead role in improving maternal and child health outcomes in the State. The Title V Program includes assuring universal newborn screening and timely follow-up, reducing infant mortality, and preventing child deaths and injuries. The Title V Program also works to increase access to quality care, provide prenatal and postnatal care, increase the number of children who receive health assessments and follow-up diagnostic and treatment services, and implement systems of coordinated care for children with special health care needs;

WHEREAS, pursuant to Section 1902(a)(7) of the Social Security Act and the attendant Medicaid regulation at 42 C.F.R. § 431.300(a), DSS must restrict use and disclosure of identifiable information concerning Medicaid applicants and recipients to purposes directly connected to the administration of the Medicaid plan;

WHEREAS, pursuant to Section 17b-90 of the Connecticut General Statutes, DSS may not disclose any identifiable information about applicants for or recipients of DSS services except for purposes directly related to the administration of DSS programs;

WHEREAS, DSS is a Covered Entity under the Health Insurance Portability and Accountability Act of 1996, as defined in 45 C.F.R. § 160.103;

NOW, THEREFORE, DSS and DPH agree as follows:

A. TERM

1. This Agreement shall take effect upon signature of the authorized representatives of DSS and DPH respectively, and shall remain in effect through September 30, 2022.
2. The Parties shall review the Agreement within ninety (90) calendar days of the expiration of the term to determine whether extension is required, and, if so required, shall prepare a written amendment no later than thirty (30) calendar days before the expiration of the term.

B. PURPOSE

1. DPH is an applicant for and recipient of funding under the Health Resources and Services Administration's Title V MCH Block Grant.
2. DPH requires data from DSS concerning births covered by Medicaid in order to satisfy reporting requirements under the Title V MCH Block grant, for which DPH is a grantee.

C. AUTHORITY

1. The statutory authority for DSS to enter into this Agreement is Sections 4-8 and 17b-3 of the Connecticut General Statutes.
2. The statutory authority for DPH to enter into this Agreement is Sections 4-8 and 19a-2a of the Connecticut General Statutes.

D. RESPONSIBILITIES OF DSS

1. For the purposes described in Section B of this Agreement, DSS or its agent, Community Health Network of Connecticut, Inc., shall provide the data elements contained in Attachment A to DPH in de-identified form, having removed all identifiers listed in 45 C.F.R. § 164.514(b)(2)(i).
2. DSS shall provide the data elements contained in Attachment A via a secure File Transfer Protocol maintained by DSS, no later than forty-five (45) calendar days after receiving DPH's annual request.

E. RESPONSIBILITIES OF DPH

1. DPH shall request the data elements contained in Attachment A from DSS on an annual basis. DPH must make their annual request for data with a minimum of sixty (60) calendar days' notice prior to their Title V MCH Block Grant reporting deadline.

2. DPH agrees not to use the de-identified data provided by DSS, alone or in combination with other available information, to identify an individual who is a subject of the information.

F. PAYMENT

This is a “no cost” Agreement. Each party will be responsible for its own costs.

G. TERMINATION

This Agreement shall remain in full force and effect for the duration of its entire term or until such time as it is terminated earlier by either Party or cancelled.

1. Termination without Cause
 - a. Either Party may terminate this Agreement without cause by providing at least thirty (30) calendar days prior written notice to the other Party.
2. Termination for Cause
 - a. In the event of a Party’s failure to comply with a term of this Agreement, the non-breaching Party will provide notice to the breaching Party of the breach.
 - b. Upon thirty (30) calendar days after notice is given, if such breach is not cured to the non-breaching Party’s satisfaction, the non-breaching Party may proceed to terminate the Agreement by serving notice of termination upon the breaching Party, which shall immediately terminate the Agreement.

H. REVISION AND AMENDMENT

1. Either Party may request revision or amendment to the Agreement at any time during the Agreement’s term by providing notice to the other Party.
2. A formal amendment to the Agreement shall be required for a modification to the Agreement’s term, the payment amount, or any other revision deemed material by the Parties.
3. No amendment or revision may be made to this Agreement if the term as negotiated per Section A has expired.

I. SETTLEMENT OF DISPUTES

1. Any dispute concerning the interpretation or application of this Agreement shall be decided jointly by the Commissioner of DSS and the Commissioner of DPH.
2. Pending resolution of the dispute, both Parties shall proceed diligently with the performance of the Agreement in accordance with the duties outlined herein.

J. LIAISONS AND NOTICES

1. Both Parties agree to have specifically named liaisons at all times. These representatives of the Parties will be the first contacts regarding any questions or problems that may arise during implementation and operation of the Agreement.

2. For DSS:

- a. For the Agreement:

Dr. Robert Zavoski, MD, DPH
Medicaid Medical Director
Division of Health Services
Department of Social Services
55 Farmington Avenue
Hartford, CT 06105
Phone: 860-424-5583
Email: robert.zavoski@ct.gov

- b. For the Program:

Pat Cronin
Lead Planning Analyst
Division of Health Services
Department of Social Services
Hartford, CT 06105
Phone: 860-424-5636

3. For DPH:

- a. For the Agreement:

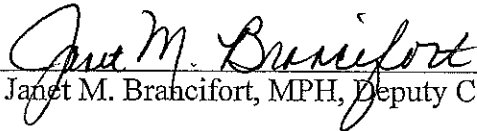
Mark Keenan, RN, MBA
Public Health Section Chief
Community, Family Health and Prevention Section
Department of Public Health
410 Capitol Ave.
Hartford, CT 06134

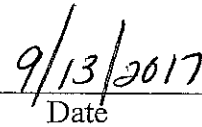
Phone: 860-509-7455
Email: Mark.Keenan@ct.gov

- b. For the Program:
Marc Camardo, MPH
CT Title V Director
Department of Public Health
Community, Family Health and Prevention Section
Department of Public Health
Phone: 860-509-7182
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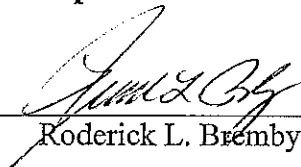
ACCEPTANCES AND APPROVALS:

For the Department of Public Health:


Janet M. Brancifort, MPH, Deputy Commissioner


Date

For the Department of Social Services:






Roderick L. Bremby, Commissioner


Date

ATTACHMENT A

DATA ELEMENTS

DPH requests and DSS shall provide the following data elements in de-identified form:

FORM 6		Reporting Year : FFY											
DELIVERIES AND INFANTS SERVED BY TITLE V AND ENTITLED TO BENEFITS UNDER TITLE XIX (BY RACE AND ETHNICITY)													
[SEC. 506(A)(2)(C-D)]													
UNDUPLICATED COUNT BY RACE													
	Total All Races	White	Black or African Amer.	American Indian or Native Am.	Asian	Native Hawaiian or Other Pacific Islander	More than one race reported	Other and Unknown					
Deliveries ¹													
 Eligible for Title XIX													
Infants ²													
 Eligible for Title XIX													
UNDUPLICATED COUNT BY ETHNICITY													
	Total NOT Hispanic or Latino	Total Hispanic or Latino	Ethnicity Not Reported	Mexican	Cuban	Puerto Rican	Central and South American	Other and Unknown					
Deliveries ¹													
 Eligible for Title XIX													
Infants ²													
 Eligible for Title XIX													
¹ Deliveries include live births and fetal deaths (DSS has indicated that they do not have fetal deaths).													
² Infants include live births.													