

# Department of Public Health Contracts & Grants Management Section 410 Capitol Avenue, MS#13GCT PO Box 340308 Hartford, CT 06134-0308

Telephone: (860) 509-7704 FAX: (860) 509-8210

December 10, 2012

Jacqueline Kozin State of Connecticut Office of the Comptroller 55 Elm Street Hartford, CT 06106

Re:

DPH Contract Log #2013-0144

Contract for: Office of Health Care Access

Contract Period: October 1, 2012 - June 30, 2017

Award Maximum: \$0.00

Dear Ms. Kozin:

The above referenced Contract has been approved. A copy of the fully executed Contract is enclosed. You must reference the DPH Log #2013-0144 when you submit reports and/or correspondence.

If you have contractual questions, please contact me at (860) 509-7705. Programmatic questions should be directed to Kimberly Martone at (860) 509-7029.

Sincerely,

Aleana Johnson

Health Program Associate

cc: Kimberly Martone

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# Memorandum of Understanding Between the Office of the State Comptroller and the

# Department of Public Health Office of Health Care Access

#### I. Purpose

The purpose of this Memorandum of Understanding (MOU) is to establish an agreement under which the Department of Public Health Office of Health Care Access (OHCA) will provide access to certain data that is specified in Section IV of this MOU to the Office of the State Comptroller (OSC) and OSC will analyze such data and share its analysis with OHCA upon request.

- A. The goal of the MOU is to enable the OSC to analyze data provided by OHCA in conjunction with its Patient Centered Medical Home (PCMH) pilots and administration of the Health Enhancement Program (HEP) and for OHCA to utilize the analyzed data to fulfill its responsibilities.
- B. The PCMH pilots are supporting primary care practice transformation through a) use of common health outcome metrics; b) payment reform mechanisms; and c) use of a decision information tool (DIT) to permit data sharing from and to providers.
- C. The HEP is a large-scale, value-based health initiative that seeks to enhance use of primary care by requiring a) all active state employees and new retirees to seek age-appropriate physicals and screenings; and b) those active state employees and new retirees who have been diagnosed with one or more of five identified disease states (asthma/COPD, diabetes, heart failure, hyperlipidemia, and hypertension) to participate in disease counseling programs.
- D. The premise of both initiatives is that better coordinated primary preventive care will improve patients' knowledge of their health status and capability in managing chronic conditions, as well as preventing unnecessary hospitalizations and other costly acute care, thereby achieving both improved health outcomes and cost savings.

## II. Statutory Authority

The statutory authority for OSC and OHCA to enter into this MOU is: Connecticut General Statutes (C.G.S.) §19a-654(e).



#### III. Term of Agreement

This Agreement will begin on October 1, 2012, and will continue until terminated by statute or other legal authority.

#### IV. Actions

To further the goal of this MOU, OHCA agrees to provide access to certain data submitted to it pursuant to C.G.S. § 19a-654(b) and (c) to OSC. OSC will analyze the data it obtains from OHCA and agrees that it will provide OHCA with access to the analysis upon request.

#### V. Data Management

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

#### A. Use of Data for Specific Purposes:

OSC and OHCA mutually agree that the data received and exchanged between each other under this MOU shall be used only for the purposes set forth in Section I of this MOU and that it shall not be published, shared or in any way disseminated for any use other than that contained in Section I of this MOU.

#### B. Confidentiality:

OSC agrees to keep confidential all payer organization names and codes and individual patient and provider data identified by proper name or personal identification code received under this MOU.

#### VI. 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.

#### VII. Data-Sharing Roles

The following process shall be used by the parties under this MOU:

A. OSC shall make a written request to the contact person designated by OHCA specifying what data OSC requires from OHCA.

- B. OHCA shall promptly provide such requested data to OSC in a secure format agreed upon by OSC and OHCA.
- C. OSC shall not request, nor shall OHCA be obligated to provide, any data beyond the scope of that provided in C.G.S. § 19a-654(b) and (c).
- D. OHCA shall make a written request to the contact person designated by OSC specifying what data OHCA requires from OSC.
- E. OSC shall promptly provide such requested data to OHCA in a secure format agreed upon by OSC and OHCA.

#### VIII. Disposition of Data

OHCA and OSC agree that they each have and shall use their respective policies and procedures pertaining to the retention, storage and destruction of confidential, individually-identifiable health information associated with data they receive pursuant to this MOU.

#### IX. Revisions and Amendments

A formal revision or amendment of this MOU, in writing, shall not be effective until executed by both parties to this MOU.

#### X. Severability

If any term or condition of this MOU is found to be invalid or unenforceable, such term or condition shall in no way affect the validity or enforceability of any other term or condition contained herein.

## **ACCEPTANCES AND APPROVALS:**

For the Department of Public Health Office of Health Care Access:	
Usaalans	12/5/12
Lisa A. Davis, MBA, BSN, RN, Deputy Commissioner	Date
For the Office of the State Comptrollers	
For the Office of the State Comptroller:	
Lein Jembr	11/8/12
Kevin Lembo, Comptroller	Date