

**Part 1 Face Sheet**  
**MEMORANDUM OF AGREEMENT (MOA)**  
**STATE OF CONNECTICUT**  
**Department of Social Services**

**MOA - Financial**

**CONTRACT ADMINISTRATION**

1. Indicate Memorandum Type. Non-financial agreements do not require fiscal review.
2. Prepare two original copies.
3. Originating agency internal approvals must be shown prior to contracting state agency acceptance.
4. The Department of Social Services and the Contractor as listed below hereby enter into an agreement subject to the terms and conditions stated herein and subject to the applicable provisions of the Connecticut General Statutes.
5. Acceptance of this contract implies conformance with terms and conditions as stated in this agreement.

	(1) ORIGINAL <input checked="" type="checkbox"/> (2) AMENDMENT <input type="checkbox"/>	(3) DSS Identification No. <b>22DSS6703ER</b>	(4) Contracting Agency Identification
<b>CONTRACTING STATE AGENCY</b>	(5) Contracting State Agency Name <b>OFFICE OF HEALTH STRATEGY</b>		(6) Contracting State Agency State Number OHS49466 (7) Contracting State Agency FEIN <b>06-6000798</b>
	(8) Contracting State Agency Address <b>450 Capitol Avenue, MS #51OHS Hartford CT 06106</b>		(9) Contracting State Agency Liaison & Phone No. <b>Kimberly Martone; 860-418-7029</b> <b>Email: Kimberly.Martone@ct.gov</b>
<b>ORIGINATING STATE AGENCY</b>	(10) Originating State Agency <b>Department of Social Services</b>		(11) Originating State Agency Number <b>DSS60000</b> (12) Originating State Agency FEIN <b>061274678</b>
	(13) Originating State Agency Address <b>55 Farmington Avenue, Hartford CT 06105</b>		(14) Originating State Agency Liaison & Phone No. <b>William Halsey ; 860 424-5077</b>
<b>CONTRACT PERIOD</b>	(15) Contract Period (From - To) <b>07/01/2022 to 06/30/2023</b>		(16) Funding Period (From -To) <b>07/01/2022 to 06/30/2023</b>
<b>CANCELLATION CLAUSE</b>	This agreement shall remain in full force and effect for the entire term of the contract period stated above unless cancelled		(17) Required No. Of Days Written Notice. <b>30 Days</b>
<b>COMPLETE DESCRIPTION OF SERVICE</b>	(18) The DSS, as the State Medicaid Agency, will provide the Office of Health Strategy (OHS), with Federal Financial Participation (FFP) as the Federal Share to support the Covered Connecticut program. OHS shall maintain contracts with Qualified Health Plans to implement the Covered CT program and shall provide DSS with the information required to support federal claiming. DSS and OHS shall continue to consult on and collaborate on other aspects of the Covered CT program.		
<b>COST AND SCHEDULE OF TRANSFER CERTIFICATES</b>	(19) Refer to provisions of Part 4. The DSS total not to exceed maximum amount is <b>\$15,600,000.00</b>		

(20) Line No.	(21) Budget Reference	(22) Fund	(23) Department	(24)		(25) Account	(26) Project/Grant	(27) Chart 1	(28) Chart 2	(29) Amount
				Program	SID					
	2023	12060	DSS60515	41002	29128	51131	DSS000000037651	168067	NO_CODE	\$11,700,000.00
	2022	12060	DSS60515	41002	29128	51131	DSS000000037651	168067	NO_CODE	\$3,900,000.00

**(30) ACCEPTANCE AND APPROVALS**

**(31) STATUTORY AUTHORITY - §4-8, 17b- 3**

(32) Department of Social Services <b>William Halsey</b> Digitally signed by William Halsey Date: 2022.06.23 15:40:28 -04'00'	<b>William Halsey</b> Deputy Director of Medicaid and Division of Health	DATE <b>6.23.2022</b>
(33) Department of Social Services <b>Nicholas Venditto</b> Digitally signed by Nicholas Venditto Date: 2022.06.27 11:22:01 -04'00'	<b>Nicholas Venditto</b> Chief Financial Officer	DATE <b>6/27/2022</b>
(34) Department of Social Services <b>Diana Speranza</b> Digitally signed by Diana Speranza Date: 2022.06.24 12:09:34 -04'00'	<b>Diana Speranza</b> Manager, Division of Financial Services	DATE <b>06/24/2022</b>
(35) CONTRACTING STATE AGENCY <i>Kimberly R Martone</i> <b>AUTHORIZED OFFICIAL</b>	<b>Kimberly R. Martone</b> Deputy Director, Office of Health Strategy	DATE <b>06/27/2022</b>
(36) ORIGINATING AGENCY <b>AUTHORIZED OFFICIAL</b>	<b>Michael Gilbert</b> Deputy Commissioner, Department of Social Services	DATE

**PART 2**  
**Standard Terms and Conditions**

This Memorandum of Agreement (“Agreement”) is entered into between the State of Connecticut Department of Social Services (“DSS”) and the Office of Health Strategy (“OHS”) pursuant to Connecticut General Statutes §§ 4-8, 4-65a,4-66 and 19a-754a as amended by Public Act 18-91.

**A. GENERAL CONTRACT PROVISIONS**

**1. Term**

- a. This Agreement shall take effect upon signature of the authorized representatives of DSS and OHS respectively and shall remain in effect through July 31, 2023.
- b. The Parties shall review the Agreement within ninety (90) days of expiration of the term to determine whether extension is required, and, if so required, shall prepare a written amendment no later than thirty (30) days before the expiration of the term.

**2. Revision and Amendment**

- a. 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.
- b. 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.
- c. No amendment or revision may be made to this Agreement if the term as negotiated per Section A has expired.

**3. Subcontracting**

- a. None of the services provided for by either Party under this Agreement shall be subcontracted or delegated to any other entity without the prior written approval of the other Party.

**4. Liaison and Notices**

- 1. Wherever under this agreement one party is required to give notice to the other, such notice shall be deemed given upon delivery. Notices shall be addressed as follows:

**a. In case of notice to OHS:**

<p><b>For Programmatic issues:</b> <b>Kimberly Martone</b> Deputy Director/Chief of Staff Office of Health Strategy 450 Capitol Avenue Hartford, CT 06106 Email: <a href="mailto:Kimberly.Martone@ct.gov">Kimberly.Martone@ct.gov</a></p>	<p><b>For Fiscal issues:</b> <b>Christine Nguyen-Matos</b> c/o Office of Health Strategy 450 Capitol Avenue Hartford, CT 06106 Email: <a href="mailto:Christine.Nguyen-Matos@ct.gov">Christine.Nguyen-Matos@ct.gov</a></p>
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**b. In case of notice to DSS:**

<p><b>For programmatic issues</b> <b>Sandra Ouellette</b> 55 Farmington Avenue Hartford, CT 06105 Email: <a href="mailto:Sandra.Ouellette@ct.gov">Sandra.Ouellette@ct.gov</a></p>	<p><b>For Fiscal Issues</b> <b>Nicholas Venditto</b> Chief Financial Officer, DSS 55 Farmington Avenue Hartford, CT 06105</p>	<p><b>For Contract issues</b> <b>Diana Speranza</b> Chief of Fiscal Administrative Services, DSS 55 Farmington Avenue Hartford, CT 06105</p>
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	Email: <a href="mailto:nicholas.venditto@ct.gov">nicholas.venditto@ct.gov</a>	Phone: (860) 424-5728 Email: <a href="mailto:diana.speranza@ct.gov">diana.speranza@ct.gov</a>
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**5. Settlement of Dispute**

- a. Any Dispute concerning the interpretation or application of this Agreement shall be decided jointly by the Commissioner of DSS and the Executive Director of OHS.
- b. Pending resolution of the dispute, both Parties shall proceed diligently with the performance of the Agreement in accordance with the duties outlined herein.

**6. Termination**

- a. 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.
- b. Termination without Cause - Either Party may terminate this Agreement without cause by providing at least **thirty (30) days** prior written notice to the other Party.
- c. Termination for Cause – 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.
- d. Upon thirty (30) 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.

**7. Health Insurance Portability and Accountability Act of 1996.**

- a. OHS is a Business Associate of the Qualified Health Plans (“QHPs”) under the requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), and, as such, is required to ensure compliance with the terms of the Business Associate Agreements between OHS and the QHPs by all agents and subcontractors of OHS who handle QHP data,
- b. Under the terms of this Agreement, OHS shall disclose to DSS data from the QHPs.
- c. As a recipient of data from the QHPs through OHS, DSS shall comply with the terms of this Section of the Agreement and shall act as a Business Associate of OHS.
- d. DSS is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Agreement in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and
- e. OHS is a “business associate” of the QHPs, as that term is defined in 45 C.F.R. § 160.103; and
- f. The Department of Social Services is a “Covered Entity”, as that term is defined in 45 C.F.R. § 160.103, and shall serve as a “business associate” of OHS for the purposes of this Agreement;
- g. DSS and OHS agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”), (Pub. L. 111-5, §§ 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. parts 160 and 164, subparts A, C, and E (collectively referred to herein as the “HIPAA Standards”).
- h. Definitions
  - 1. “Breach” shall have the same meaning as the term is defined in 45 C.F.R. § 164.402 and shall also include a use or disclosure of PHI that violates the HIPAA Standards.
  - 2. “Business Associate” shall mean DSS.
  - 3. “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 C.F.R. § 164.501.

4. “Electronic Health Record” shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. § 17921(5)).
  5. “Individual” shall have the same meaning as the term “individual” in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
  6. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
  7. “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, and includes electronic PHI, as defined in 45 C.F.R. § 160.103, limited to information created, maintained, transmitted or received by the Business Associate from or on behalf of OHS or from another Business Associate of OHS.
  8. “Required by Law” shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.
  9. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his designee.
  10. “More stringent” shall have the same meaning as the term “more stringent” in 45 C.F.R. § 160.202.
  11. “This Section of the Agreement” refers to the HIPAA Provisions stated herein, in their entirety.
  12. “Security Incident” shall have the same meaning as the term “security incident” in 45 C.F.R. § 164.304.
  13. “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.
  14. “Unsecured protected health information” shall have the same meaning as the term as defined in 45 C.F.R. § 164.402.
- i. Obligations and Activities of Business Associates.
1. Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Agreement or as Required by Law.
  2. Business Associate agrees to use and maintain appropriate safeguards and comply with applicable HIPAA Standards with respect to all PHI and to prevent use or disclosure of PHI other than as provided for in this Section of the Agreement and in accordance with HIPAA Standards.
  3. Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of OHS.
  4. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Agreement.
  5. Business Associate agrees to report to OHS any use or disclosure of PHI not provided for by this Section of the Agreement or any security incident of which it becomes aware.
  6. Business Associate agrees in accordance with 45 C.F.R. § 502(e)(1)(ii) and § 164.308(d)(2), if applicable, to ensure that any subcontractor that creates, receives, maintains or transmits PHI on behalf of the Business Associate agrees to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such information.

7. Business Associate agrees to provide access (including inspection, obtaining a copy or both), at the request of OHS, and in the time and manner designated by OHS, to PHI in a Designated Record Set, to OHS or, as directed by OHS, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524. Business Associate shall not charge any fees greater than the lesser of the amount charged by OHS to an Individual for such records; the amount permitted by state law; or the Business Associate's actual cost of postage, labor and supplies for complying with the request.
8. Business Associate agrees to make any amendments to PHI in a Designated Record Set that OHS directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of OHS, and in the time and manner designated by OHS.
9. Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created, maintained, transmitted or received by, Business Associate on behalf of OHS, available to OHS or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary investigating or determining OHS's compliance with the HIPAA Standards.
10. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for OHS to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
11. Business Associate agrees to provide to OHS, in a time and manner designated by OHS, information collected in accordance with subsection (g)(10) of this Section of the Agreement, to permit OHS to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at OHS's direction to provide an accounting of disclosures of PHI directly to an Individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
12. Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.
13. Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to OHS and with the requirements of 45 C.F.R. §§ 164.504(e), 164.308, 164.310, 164.312, and 164.316.
14. In the event that an Individual requests that the Business Associate
  - A. restrict disclosures of PHI;
  - B. provide an accounting of disclosures of the Individual's PHI;
  - C. provide a copy of the Individual's PHI in an electronic health record; or
  - D. amend PHI in the Individual's designated record set

the Business Associate agrees to notify OHS, in writing, within five (5) business days of the request.

15. Business Associate agrees that it shall not, and shall ensure that its subcontractors do not, directly or indirectly, receive any remuneration in exchange for PHI of an Individual without
  - A. the written approval of OHS, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract; and

- B. the valid authorization of the Individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act, (42 U.S.C. § 17935(d)(2)) and in any accompanying regulations
16. Obligations in the Event of a Breach.
- A. The Business Associate agrees that, following the discovery by the Business Associate or by a subcontractor of the Business Associate of any use or disclosure not provided for by this section of the Agreement, any breach of unsecured PHI, or any Security Incident, it shall notify OHS of such breach in accordance with Subpart D of Part 164 of Title 45 of the Code of Federal Regulations and this Section of the Agreement.
  - B. Such notification shall be provided by the Business Associate to OHS without unreasonable delay, and in no case later than thirty (30) days after the breach is discovered by the Business Associate, or a subcontractor of the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to 45 C.F.R. § 164.412. A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate or its subcontractor. The notification shall include the identification and last known address, phone number and email address of each Individual (or the next of kin of the Individual if the Individual is deceased) whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
  - C. The Business Associate agrees to include in the notification to OHS at least the following information:
    - 1. A description of what happened, including the date of the breach; the date of the discovery of the breach; the unauthorized person, if known, who used the PHI or to whom it was disclosed; and whether the PHI was actually acquired or viewed.
    - 2. A description of the types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
    - 3. The steps the Business Associate recommends that Individual(s) take to protect themselves from potential harm resulting from the breach.
    - 4. A detailed description of what the Business Associate is doing or has done to investigate the breach, to mitigate losses, and to protect against any further breaches.
    - 5. Whether a law enforcement official has advised the Business Associate, either verbally or in writing, that he or she has determined that notification or notice to Individuals or the posting required under 45 C.F.R. § 164.412 would impede a criminal investigation or cause damage to national security and; if so, include contact information for said official.
  - D. If directed by OHS, the Business Associate agrees to conduct a risk assessment using at least the information in subparagraphs 1 to 4 inclusive, of (g)(16)(C) of this Section and determine whether, in its opinion, there is a low probability that the PHI has been compromised. Such recommendation shall be transmitted to OHS within twenty (20) business days of the Business Associate's notification to OHS.

- E. If OHS determines that there has been a breach, as defined in 45 C.F.R. § 164.402, by the Business Associate or a subcontractor of the Business Associate, if directed by OHS, shall provide all notifications required by 45 C.F.R. §§ 164.404 and 164.406.
  - F. Business Associate agrees to provide appropriate staffing and have established procedures to ensure that Individuals informed of a breach have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to OHS, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by DSS.
  - G. Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to OHS.
- j. Permitted Uses and Disclosure by Business Associate.
- 1. General Use and Disclosure Provisions. Except as otherwise limited in this Section of the Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, OHS as specified in this Contract, provided that such use or disclosure would not violate the HIPAA Standards if done by OHS or the minimum necessary policies and procedures of OHS.
  - 2. Specific Use and Disclosure Provisions
    - A. Except as otherwise limited in this Section of the Agreement, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
    - B. Except as otherwise limited in this Section of the Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
    - C. Except as otherwise limited in this Section of the Agreement, Business Associate may use PHI to provide data aggregation services to OHS as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- k. Obligations of OHS.
- 1. OHS shall notify Business Associate of any limitations in its notice of privacy practices of OHS, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
  - 2. OHS shall notify Business Associate of any changes in, or revocation of, permission by Individual(s) to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
  - 3. OHS shall notify Business Associate of any restriction to the use or disclosure of PHI that OHS has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

- l. Permissible Requests by OHS. OHS shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Standards if done by OHS, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Agreement.
- m. Term and Termination.
  1. Term. The Term of this Section of the Agreement shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with provision (g)(10) of this Section of the Agreement is provided to OHS and all of the PHI provided by OHS to Business Associate, or created or received by Business Associate on behalf of OHS, is destroyed or returned to OHS, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
  2. Termination for Cause Upon OHS's knowledge of a material breach by Business Associate, OHS shall either:
    - A. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Agreement if Business Associate does not cure the breach or end the violation within the time specified by OHS; or
    - B. Immediately terminate the Agreement if Business Associate has breached a material term of this Section of the Agreement and cure is not possible; or
    - C. If neither termination nor cure is feasible, OHS shall report the violation to the Secretary.
  3. Effect of Termination.
    - A. Except as provided in (k)(2) of this Section of the Agreement, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from OHS, or created, maintained, or received by Business Associate on behalf of OHS. Business Associate shall also provide the information collected in accordance with section (g)(10) of this Section of the Agreement to OHS within ten (10) business days of the notice of termination. This section shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
    - B. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to OHS notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Agreement to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.
- n. Miscellaneous Sections.
  1. Regulatory References. A reference in this Section of the Agreement to a section in the Privacy Rule means the section as in effect or as amended.
  2. Amendment. The Parties agree to take such action as is necessary to amend this Section of the Agreement from time to time as is necessary for OHS to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104 191.

3. Survival. The respective rights and obligations of Business Associate shall survive the termination of this Agreement.
4. Effect on Agreement. Except as specifically required to implement the purposes of this Section of the Agreement, all other terms of the Agreement shall remain in force and effect.
5. Construction. This Section of the Agreement shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Agreement shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
6. Disclaimer. OHS makes no warranty or representation that compliance with this Section of the Agreement will be adequate or satisfactory for Business Associate's own purposes. OHS shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the sections of this Agreement or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.

**PART 3**  
**Scope of Work**

WHEREAS, the Covered Connecticut (“Covered CT”) program was established pursuant to sections 16 to 19 of Public Act 21-2 (June Special Session);

WHEREAS, Covered CT builds upon the subsidies available through the Affordable Care Act (Patient Protection and Affordable Care Act of 2010 (P.L. 115-148) and the American Rescue Plan of 2021 (PL 117-2) to offer eligible individuals no cost-enrollment in a silver Qualified Health Plan, assuming the enrollee uses all the subsidies available through the ACA and ARP;

WHEREAS, the Covered CT program was implemented in two phases. During the first phase, coverage was extended to parents and other caregivers with incomes above the Medicaid limit and up to 175 per cent of the Federal Poverty Level. During the second phase, starting on July 1, 2022, the program will be further extended to low-income adults with incomes up to 175 percent of the FPL. During the second phase, Covered CT participants will also be offered dental services and non-Emergency Medical Transportation, using the existing Medicaid provider network;

WHEREAS, Public Act 22-118 shifted administrative responsibility for Covered CT from OHS to DSS, but appropriated funds (\$15,600,000 for SFY23) to OHS for implementation of the program and payment to the QHPs;

NOW, THEREFORE, DSS AND OHS (collectively the “Parties”) agree as follows:

**A. PURPOSE:** The Department of Social Services (DSS), as the single State Medicaid Agency, will provide the OHS with Federal Financial Participating (FFP) provided by the Centers for Medicare & Medicaid Services in support of the Section 1115 waiver for the Covered CT program. The approved funds shall be used to support the Office of Health Strategy, which will perform operational and contractual duties on behalf of the Department related to the operation of the Covered CT program.

The purpose of this agreement is to establish operating parameters for OHS’ support and to establish funding and claiming requirements for the program, thereby enabling the management, oversight, and coordination of Covered CT activities as described in Public Act 22-118. This agreement ensures financial support by DSS to OHS through the provision of the federal share of Medicaid funding for Qualified Health Plans in which Covered CT clients will be enrolled. This agreement also establishes reconciliation, reporting and operational procedures in order to support the Section 1115 waiver for the Covered CT program.

**B. AUTHORITY:** Authority is granted to DSS to enter into this agreement as per General Statutes of Connecticut §§4-8 and 17b-3, and to the OHS as per General Statutes §§ 4-8, 4-65a, 4-66 and section 19a-754a as amended by Public Act 18-91.

**C. RESPONSIBILITIES OF OHS**

1. The OHS, through state funds appropriated for Covered CT pursuant to PA 22-118, shall provide the State Share required to support this project. This state share will be fifty percent (50%), except for periods subject to an enhanced federal share due to the federal Public Health Emergency declaration, which shall be subject to a State share of forty-three and eight-tenths percent (43.8%).

2. The OHS, through funds provided through the General Fund appropriated state share and the federal share transferred by DSS, and consistent with the federal requirements under the Section 1115 waiver, shall contract with key contractors to support this project.
3. The OHS shall manage fiscal and programmatic activities of the Qualified Health Plans for clients enrolled in Covered CT for the project as directed by DSS, in accordance with federal 1115 waiver requirements.
4. The OHS shall ensure proper record keeping for all Qualified Health Plan (QHP) expenditures related to Covered CT.
5. The OHS will submit certified quarterly financial reports including supporting data files, as required by CMS under the terms of the Section 1115 waiver and relevant federal claiming requirements, to DSS. OHS will endeavor to implement procedures and practices to support best efforts to submit such financial reports no later than 25 days following the end of each quarter to meet federal reporting requirements.
6. The OHS shall provide annual estimates of project costs or revisions of annual estimates, detailed by quarter as described under Part 4, herein. OHS will also provide quarterly estimate updates to enhance the accuracy of quarterly federal grant award requests.
7. At the end of SFY 2023, in the event the OHS does not spend the full amount transferred by DSS per item D.3. above, OHS shall return all unspent funds to DSS., no later than July 31, 2023.
8. OHS shall continue to consult with DSS and Access Health CT on other aspects of the Covered CT program, including, but not limited to: the annual report submitted to the Connecticut General Assembly as required by Section 252 of PA 22-118; marketing and outreach, and program operation.

#### **D. RESPONSIBILITIES OF DSS**

1. The DSS shall seek to obtain the timely release of federal funds from CMS to support the Covered CT project.
2. DSS will initially provide OHS with the full estimated requirements as requested in the federal grant for the quarter ending September 30, 2022 and December 31, 2022. Subject to federal 1115 waiver approval, such funds will be transferred to OHS to provide the federal share of projected QHP expenses for the respective quarters and will be transferred no later than 30 days after the beginning of each quarter. Subsequent payments will be subject to an adjustment for prior unspent balances such that any unexpended prior balances offset any subsequent quarterly funding transfers from DSS.

#### **E. Federal Requirements**

1. This Agreement and the implementation of the Covered CT program shall meet all requirements set forth as the terms and conditions of the Covered CT Section 1115 waiver. Any changes to these requirements will be reviewed by the parties as to scope and financial implications and addressed through an amendment to this agreement, if necessary.

**Part 4.**  
**Payments, Budgets, and reporting Provisions**

**1. Funding Level**

The total amount of state fiscal year 2023 funding for the Covered CT 1115 waiver under this Agreement shall not exceed the total computable cost of **\$31,200,000 which includes the 50% FFP to be transferred from DSS to OHS. OHS will provide the 50% state match from funding provided through the SFY 2023 General Fund appropriation for these services.**

**2. Funding Availability**

Payment under the terms of this Agreement are agreed upon by both parties and are contingent upon federal approval of the associated provisions in the Covered CT 1115 waiver. In the event of an inconsistency or conflict between the terms of this Agreement and the approved waiver, the terms of the approved Covered CT 1115 waiver shall control.

**3. Financial Reporting Requirements**

- a. The OHS will submit quarterly financial reports including supporting data files, as required by CMS under the terms of the 1115 waiver and relevant federal claiming requirements to DSS. Such financial reports will be submitted no later than 20 days following the end of each quarter to meet federal reporting requirements.
- b. The OHS and DSS shall collaborate in the development of an annual estimate of QHP waiver costs detailed by quarter. This estimate will serve as the initial basis for the CMS-37 grant award requests. Such estimates will continue to be collaboratively developed on an annual basis throughout the term of the agreement no later than three (3) months prior to the start of each state fiscal year.
- c. The DSS will submit requests for federal funding through the CMS-37 grant award process in accordance with the estimate of funding needs.
- d. No later than twenty (20) days after the end of any fiscal quarter the OHS will submit an expenditure report to DSS documenting expenses incurred during the prior quarter. This report will be the basis for the federal CMS-64 report, claiming expenditures for all eligible, approved expenses under the waiver. This report shall document both the Federal and State share of such expenses to allow for the proper claim submittal to CMS.
- e. To comply with federal requirements, the OHS shall expend all Covered CT waiver funds in proportion to the State and federal share percentages as such quarterly costs are incurred.
- f. All correspondence concerning CMS approvals, authorization of expenditures, funding and other relevant regulatory or financial actions will be shared by both parties.

**4. Programmatic Reporting**

OHS will support DSS in meeting all federal program requirements established under the terms and conditions of CMS waiver approval.