

MEMORANDUM OF UNDERSTANDING

Memorandum of Understanding between ..... Department of Social Services, hereinafter DSS and (insert name of jail) for the implementation of section 366 (1-a) of the New York State Social Services Law.

Whereas, Social Services Law §366 (1-a) makes provision for suspension and restoration of Medicaid for inmates of New York State correctional facilities who were in receipt of Medicaid or Family Health Plus (FHPlus) at the time of incarceration, the undersigned parties agree as follows.

The Department of Social Services agrees to:

- Suspend, as appropriate, Medicaid/FHPlus eligibility for individuals in receipt of Medicaid/FHP coverage at the time of admission to the correctional facility upon notice from (insert name of jail).
- Provide to (insert name of jail) on a (insert frequency) basis, in a mutually acceptable format, information which includes the names and the Client Identification Numbers (CINs) of inmates whose eligibility has been suspended.
- Reinstate or discontinue Medicaid coverage, as appropriate, and provide Medicaid identification cards, if needed, based on information provided by (insert name of jail) that an inmate whose eligibility was suspended is released.

The (insert name of jail) agrees to:

- Provide on a (insert frequency) basis to DSS, in a mutually acceptable format, information on identified Medicaid/FHPlus recipients incarcerated in their facility on or after April 1, 2008, for at least 30 days or more. At a minimum and to the extent possible, this information will include the name, date of birth, social security number, sex, and any other mutually agreed upon identifying information for the inmate.
- Provide to DSS (insert frequency), in a mutually acceptable format, and timeframe, release information for individuals whose Medicaid/FHPlus eligibility was suspended.

## NON-DISCLOSURE:

In order to safeguard the identity of persons whose records are exchanged, the parties agree:

- (a) The DSS will use this information furnished under this Agreement only for the purpose of determining recipient eligibility;
- (b) The parties will restrict access to all data to those employees of the parties whose responsibilities cannot be accomplished without such access;
- (c) The parties will store all physical media containing data in secure, locked containers and agree to secure all data and data transfers in accordance with all applicable state and federal laws, rules and regulations;
- (d) The parties will retain data only so long as may be necessary to effectuate the purposes of this Agreement and to return to the initiator or destroy the data after that point to prevent unauthorized use;
- (e) The confidential nature of the data will be protected. Secondary dissemination of identifiable, individual warrant data provided pursuant to this Agreement is prohibited. The parties shall protect the confidential nature of the data to be supplied and agree not to disclose any such data in an individually identifiable form to anyone not immediately involved with the project pursuant to which such data is furnished;
- (f) Any information received by one party to the Agreement from the other party which, thereafter, is confirmed or corroborated by an outside source shall be subject to the confidential treatment prescribed herein, only to the extent the third party requires such treatment;
- (g) In the event either party fails to comply with the terms of this Agreement, the other party may cease to supply information on individuals and take such other actions as it deems appropriate;
- (h) Neither party may assign its rights or obligations under this Agreement, nor any part of its interest in this Agreement, without the written consent of the other party or parties. Any assignment made without said consent shall be null and void;
- (i) This Agreement may be amended only by the mutual written agreement of the parties. The Agreement may be terminated only by the mutual written consent of all the parties;
- (j) The parties agree to indemnify and hold harmless each other from any and all claims, suits, damages and causes of action arising out of or in any way related to disclosure by either of the parties any information received pursuant to the terms of this Agreement, unless such claim, suit, damages or causes of action arise solely out of the negligence or intentional wrong doing.

Medicaid Confidentiality Statement/Agreement

Medicaid Confidential Data (MCD) includes, but is not limited to, names and addresses of Medicaid applicants/recipients, the medical services provided, social and economic conditions or circumstances, the Department of Health's evaluation of personal information, medical data, including diagnosis and past history of disease and disability, any information regarding income eligibility and amount of Medicaid payment, income information, and/or information regarding the identification of third parties. Each element of Medicaid confidential data is confidential regardless of the document or mode of communication or storage in which it is found.

Note that this Memorandum of Understanding involves Medicaid Data which is confidential pursuant to New York Medicaid State Plan requirements, 42 U.S.C. Section 1396 a (a) (7) and federal regulations at 42 CFR Sections 431.300 et seq.

Also, pursuant to section 367-b (4) of the New York State Social Services Law, information relating to persons APPLYING FOR OR RECEIVING Medicaid shall be considered confidential and shall not be disclosed to persons or agencies without the prior written approval of the New York State Department of Health.

The unauthorized release of information collected can result in termination of the Agreement for violation of the confidentiality requirement cited above and in accordance with section 136 of the New York State Social Services Law and can result in potential legal action.

\_\_\_\_\_ Department of Social Services

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_ Correctional Facility

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_