

**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
THE CONNECTICUT DEPARTMENT OF CORRECTIONS  
AND  
THE CONNECTICUT HEALTH INSURANCE EXCHANGE**

This Memorandum of Understanding ("MOU"), is entered into by The Connecticut Health Insurance Exchange d/b/a Access Health CT (hereinafter "Exchange") established under Connecticut Public Act No. 11-53 and the State of Connecticut Department of Correction (hereinafter "DOC") (collectively, the "Parties"), shall be effective upon signature by both parties.

**WHEREAS**, the Exchange is a quasi-public agency formed to implement certain provisions of the Patient Protection and Affordable Care Act, Pub.L.111-48, as amended by the Health Care and Education Reconciliation Act of 2010, Pub.L.111-152, (collectively "PPACA") and is charged with implementing Connecticut's Exchange for individuals and small employers to be effective January 1, 2014; and

**WHEREAS**, in accordance with Connecticut General Statutes 38a-1080 *et. seq.* ("CGS"), the goals of the Exchange shall be to reduce the number of individuals without health insurance in the State of Connecticut and assist individuals and small employers in the procurement of high-quality, affordable health insurance coverage; and

**WHEREAS**, in accordance with CGS 38a-1080 *et. seq.*, the Exchange shall take measures necessary and convenient to carry out the purposes of the Exchange, provided measures shall not conflict with the provisions of the PPACA, regulations adopted hereunder or federal guidance issued pursuant to the PPACA; and

**WHEREAS**, the Exchange is required to verify individuals' eligibility to purchase health insurance through the Exchange and pursuant to the PPACA and such verification requires the sharing of data between the Exchange and DOC; and

**WHEREAS**, DOC is an agency established pursuant to Section 18-78 of the CGS to act on behalf of the Commissioner of Correction and at his direction in order to carry out the responsibilities under Title 18 of the CGS; and

**WHEREAS**, DOC agrees to share incarceration data with the Exchange to enable it to conduct required verifications for eligibility; and

**WHEREAS**, both DOC and the Exchange recognize the need for a coordinated effort to implement the requirements of the PPACA and the establishment of a state-operated health insurance Exchange, including the development of a single streamlined application process that includes eligibility and verification functions.

**NOW THEREFORE**, the parties mutually agree to the following terms and conditions:

1. On a regular basis, the Exchange will submit a request to the DOC Management Information System (MIS) Unit for incarceration data necessary to enable the Exchange to conduct required verifications for eligibility. DOC's MIS will send a response indicating whether the individual is incarcerated,

under DOC supervision and the minimum/maximum release dates (if applicable). It is anticipated that this exchange of data will occur on a nightly basis. Specific modalities for the transfer of information between the parties will be mutually developed and agreed upon prior to implementation of this initiative.

2. The incarceration data will be exchanged from DOC to the Exchange through a secure, encrypted channel and will only be used in the background of the system and will not be accessible to clients.
3. The incarceration data retrieved from DOC will be used for verification purposes only, and will not be shared with any entity external to the Exchange.
4. DOC and the Exchange shall ensure that all privacy and security parameters are in place to safeguard the data and information, and shall comply with all federal and state information security standards, including but not limited to: CGS 36a-701b, Breach of Security Regarding Computerized Data Containing Personal Information; and Pub.L. 107-347, the Federal Information Security Management Act of 2002, ("FISMA").
5. As necessary, the Exchange and DOC will develop addenda to this agreement that detail the division of labor, data interchange specifications, security procedures, and other aspects of working together. Each addendum must specify the tasks and responsibilities of each party, any costs associated with the tasks and responsibilities, and must be signed by each party.
6. Any changes in the provisions of this MOU may be made only with the mutual written agreement of both parties, either as an addendum added to this MOU or through an amendment.
7. This MOU shall remain in effect until terminated, and may be terminated by either party with 60 calendar days' written notice to the other party, except that either party may terminate this agreement, without notice, if, in the opinion of its Agency Head, the health, welfare or safety of the staff, contractors, clients, public or inmates is in jeopardy.
8. Any notice required or permitted to be given under this MOU shall be deemed to be given when hand delivered; three (3) business days after deposit in the US mail; or one (1) business day after pickup by any recognized overnight delivery service. All such notices shall be in writing and shall be addressed as follows:

If to the EXCHANGE:

Connecticut Health Insurance Exchange d/b/a Access Health CT  
280 Trumbull Street  
Hartford, CT 06103  
Attn: General Counsel

If to DOC:

State of Connecticut  
Department of Correction  
24 Wolcott Hill Road  
Wethersfield, CT 06109  
Attn: Contracts Administration Unit

9. In the event of a dispute over the implementation or operation of any administrative aspect of this MOU, an attempt first shall be made to resolve the issue(s) between the designated contact persons or

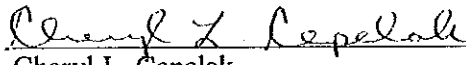
their designees from DOC and the Exchange. Further resolution, if necessary, shall be determined by the Commissioner of DOC and the CEO of the Exchange.

10. This MOU shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
11. The individuals below are named as parties to this MOU, and, by their signatures, mutually enter into this MOU.
12. The parties acknowledge that CTDOC and CTHIX are public agencies pursuant to the laws of the state of Connecticut, and as such, are subject to and will comply with all applicable contractual laws and regulations.

#### ACCEPTANCE AND APPROVALS

Connecticut Department of Correction


Date

  
Cheryl L. Cepelak  
Deputy Commissioner

4/15/13

Connecticut Health Insurance Exchange d/b/a Access Health CT

Date

  
\_\_\_\_\_

4/3/13