

**RHODE ISLAND DEPARTMENT OF HUMAN SERVICES AND  
RHODE ISLAND DEPARTMENT OF HEALTH  
INTER-AGENCY DATA SHARING AGREEMENT**

RI Department of Human Services  
Center for Child and Family Health  
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WHEREAS, the RHODE ISLAND DEPARTMENT OF HEALTH (HEALTH) is responsible for administering the Lead Poisoning Prevention Act, RIGL 23-24.6 and to for protecting the public health and public interest by establishing a comprehensive program to reduce exposure to environmental lead and thereby preventing childhood lead poisoning;

WHEREAS, the RHODE ISLAND DEPARTMENT OF HEALTH, through its Childhood Lead Poisoning Prevention Program maintains an electronic database with blood lead data of RI children under six years of age who have been screened; and maintains an electronic database containing environmental lead data for dwelling units where a “significantly lead poisoned” child has resided and an inspection has been conducted;

WHEREAS, the RHODE ISLAND DEPARTMENT OF HUMAN SERVICES (DHS) is responsible for the Administration of the Medical Assistance program in accordance with RIGL 40-8-1 et seq.; 40-8-13; 42-12.3-1 et seq.; and 40-5.1-19; 40-8.4-1 et seq.

WHEREAS, the RHODE ISLAND DEPARTMENT OF HUMAN SERVICES is responsible under the law for providing child care subsidies to those working parents who are eligible for such assistance in accordance with RIGL 40-5.1-17 and to that end, have an interest in ensuring lead-safe child care settings for these children and their families;

THEREFORE, it is agreed that HEALTH and DHS will abide by the duties and responsibilities herein described.

## **I. PURPOSE**

This Collaborative Agreement is entered into by and between the Rhode Island Department of Health (hereinafter "HEALTH") and the Rhode Island Department of Human Services (hereinafter "DHS") to engage in a collaborative, mutual exchange of data sets to further the following mutual objectives:

- a. Enhance lead screening rates in Rhode Island children under six years of age.
- b. Use data to develop and implement joint Quality Assurance/Quality Improvement efforts.
- c. Evaluate current programs and efforts designed to combat lead poisoning in the state.
- d. Support policy discussion with respect to current, new and improved services to children with elevated lead levels, and take appropriate measures to formulate policies
- e. Provide information pertaining to the lead safe status of housing occupied by Medical Assistance eligible children.
- f. Comply with the RI Attorney General's request to match lead data with Medical Assistance data, while protecting confidentiality of population involved;
- g. Prevent all children enrolled in the Medical Assistance program from becoming lead poisoned;
- h. Ensure that all DHS arranged housing is lead safe;
- i. Appropriately target medical treatment, developmental screening and medical case management;
- j. Provide appropriate family and health education to make homes lead safe;
- k. Provide the requisite and necessary information to update insurance forms relating to the administration of the Medical Assistance program.

## **II. JUSTIFICATION FOR EXCHANGE OF INFORMATION**

**A.** Federal requirements under the law: Section 1902 (a) (7) of the Social Security Act (as amended) provides safeguards which restrict the use or disclosure of information concerning Medicaid applicants and recipients to purposes directly connected with the administration of the State plan. Regulations at 42 CFR 431.302 specify the purposes directly related to State plan administration, as including, but not limited to (a) establishing eligibility; (b) determining the amount of Medical Assistance; (c) providing services for recipients; and (d) conducting or assisting an investigation, prosecution, or civil or criminal proceeding related to the administration of the plan.

In the furtherance of the above described purposes, and for the purpose of the general administration of the DHS programs outlined herein, the Rhode Island Department of Human Services deems it is essential to exchange and match the particular data described herein with the Department of Health. Thus, DHS deems it necessary to enter into this data exchange agreement. Matching the data described herein with the Department of Health allows DHS to enhance the effective implementation of its duties and obligations cited under the law with respect to

administering all aspects of the Medical Assistance program in that the exchange of this data will ensure that those eligible and in need of proper Medical Assistance will receive it.

The Department of Health, in furtherance of its charge to protect the public health by reducing exposure to lead sources and thereby preventing lead poisoning, deems it essential to transfer to DHS the information identified in this data Sharing Agreement. Exchange of this information is permitted pursuant to the Confidentiality of Health Care Act, chapter 5-37.3 including, but not limited to sections 5-7.3-4(5).

**B.** It is further agreed that any exchange of information will be in accordance with all applicable federal and state laws specifically, the state and federal laws applicable include, but may not be limited to, with respect to confidentiality are: Rhode Island General Laws, 5-37.3, 40-6-12, 40-5.1-30, 42-12-4; 42 USC 1396a (a) (7); 42 USC 602(a)(1)(A)(iv); 45 CFR 205.50; 42 CFR 431 part 300-307.

### **III. CORE ACTIVITIES OF THE COLLABORATIVE**

HEALTH and DHS agree to exchange data sets for concurrent time periods, on a quarterly basis, subject to change as mutually agreed by the Lead Data Use Workgroup, hereinafter defined (see section "IV" below). HEALTH will submit lead screening and environmental data sets to DHS and DHS will submit Medicaid enrollee data set to HEALTH, using file layouts and specifications determined by the Lead Data Use Workgroup.

Data elements to be made available for use under this collaborative agreement are summarized below. (The complete initial list of specific data elements corresponding to the summary are attached as Appendix "A" and "B".)

#### DHS data

- standard demographic information of all children known to the Medical Assistance program who are less than or equal to seventy-two (72) months of age, along with data elements necessary to match them to the HEALTH data.

#### HEALTH data

- all names and addresses of children tested for blood lead levels above 10 mcg per dl, along with data elements necessary to match them to the DHS data.
- addresses of all properties known to HEALTH where a "significantly lead poisoned" child has resided, an inspection has been conducted and such inspection has indicated the presence of lead.

Upon mutual agreement via the Lead Data Use Workgroup, the departments may exchange other datasets than those specified in this section with the understanding that such exchanges would also be subject to all provisions of this agreement.

#### **IV. LEAD DATA USE WORKGROUP**

HEALTH and DHS agree to participate in an ongoing workgroup to implement, maintain, update, renew and otherwise assure that the present Agreement is adhered to by both Departments. The workgroup shall meet at least quarterly, and shall consist of:

(For DHS): the Administrator of the Center for Child and Family Health, or designee(s);  
and

(For HEALTH): the administrator of the Childhood Lead Poisoning Prevention Program, or designee(s).

All decisions must be made with agreement from both agency's representatives. Each agency will also secure the presence and/or assistance of suitable technical and/or analytic staff to the Work Group as required. It will be the Work Group's primary responsibility to:

- address specific questions involving this Data Sharing agreement.
- finalize specifications for the transmission of the respective data files.
- facilitate and oversee communications between DATA/MIS/IT staffs of the respective agencies to ensure data completeness, to review the appropriateness of matching algorithms, and to troubleshoot mutual data issues as they arise.

#### **V. USES OF DATA**

While both Departments may separately assess and match data in different ways and conduct a variety of assessments involving the lead screening data and the Medicaid data, both Departments shall:

- Discuss preliminary results with the Work Group, with representatives from both departments in attendance;
- Present findings of preliminary matches to the Work Group for feedback, clarification, and reanalysis if needed;
- Ensure findings are reviewed and agreed to by the Work Group and other appropriate representatives from both departments to assure that the findings are scientifically sound and the limitations and potential biases are clearly delineated for the purpose of which the findings will be utilized, as well as to assure that confidentiality of medical information has been appropriately maintained;

- Develop a joint dissemination plan and select formal and semi-formal channels to publish reports, updates, or other products of the collaboration and data analysis;
- Ensure that information is tailored to meet the specific goal and audience;
- Prominently credit the other agency for providing part of the necessary data in all publicly distributed uses of data covered by this agreement.

Nothing here prohibits the regular data analysis and reporting activities of the two departments, which do not utilize data generated from the other department.

Neither agency shall publish or present data or results based on data from the other agency without written consent of the other agency, via the Workgroup.

## **VI. METHOD OF DATA ACCESS OR TRANSFER**

A secure means of data transfer consistent with federal and state requirements will be determined by the Work Group. Specific safeguards will be established to assure the confidentiality and security of individually identifiable records or record information. If encrypted identifiable information is transferred electronically through means such as the Internet, then said transmissions shall be consistent with the rules and standards promulgated by Federal statutory requirements regarding the electronic transmission of identifiable information.

This agreement represents and warrants further that, except as specified in an attachment or as authorized in writing, such data shall not be disclosed, released, revealed, showed, sold, rented, leased, loaned or otherwise have access granted to the data covered by this agreement to any person.

Access to the data covered by this agreement shall be limited to the minimum number of individuals necessary to achieve the purpose stated in this section and to those individuals on a need-to-know basis only. Specifically, DHS data shall not be shared with programs or divisions at HEALTH other than those working as part of the Lead Program (which includes the Divisions of Family Health, Environmental Health, and Laboratories) Similarly, HEALTH data shall not be shared with programs or divisions at DHS other than the Center for Child and Family Health, the Division of Field Operations and the Division of Individual and Family Support.

## **VII. DISPOSITION OF DATA**

As soon as the purposes of the project have been accomplished, or this agreement is terminated, whichever is sooner, each agency and its agents will destroy all confidential information associated with actual records and notify the providing agency to this effect in writing. Once the project is complete, the requestor will:

1. Destroy all hard copies containing data (e.g., shredding or burning)
2. Erase all other electronic data.

**VIII. CONFIDENTIALITY**

Both departments agree to protect the confidentiality of data pertaining to individuals as follows:

- a. Neither department will release the names of individuals, nor information that could be linked to an individual, nor will either department present the results of data analysis (including maps) in any manner that could reveal the identity of individuals.
- b. Neither department will release individual addresses, nor present the results of data analysis (including maps) in any manner that would reveal individual addresses
- c. Both departments shall comply with all Federal and State laws and regulations governing the confidentiality of the information that is subject of this Agreement.
- d. Data transferred pursuant to the terms of this Agreement shall be utilized solely for the purpose set forth in this Agreement.
- e. Neither department shall release data to a third party without written prior approval from the data provider.
- f. Any summary results, however, can be shared if approved by the Work Group. Summary results are those items, which cannot be used to identify any individual.

The User agrees to establish appropriate administrative, technical, and physical safeguards to protect the confidentiality of the data and to prevent unauthorized use or access to it, in conformity with applicable law and current industry standards.

**IX. PERIOD OF AGREEMENT AND TERMINATION**

The period of this agreement shall remain in full force and effect until terminated by either party in accordance with the paragraph below.

This agreement shall be terminated by either party when there is a substantial breach of the obligations described herein by the other state agency, or with thirty (30) days advance notice of a cancellation for any reason.

In witness whereof, both the Rhode Island Department of Health and the Rhode Island Department of Human Services, through their duly authorized representatives, have hereunto executed this Agreement as of the last date below written.

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Patricia A. Nolan, MD, MPH  
Director, RI Department of Health

\_\_\_\_\_  
Jane A. Hayward  
Director, RI Department of Human Services

Date \_\_\_\_\_

Date \_\_\_\_\_

**APPENDIX « A »**

**RHODE ISLAND DEPARTMENT OF HUMAN SERVICES (DHS)  
MEDICAID DATA FILE INITIAL SPECIFICATION  
FOR USE BY HEALTH'S CHILDHOOD LEAD POISONING PREVENTION PROGRAM  
1/2002**

**DHS CLAIMS DATA FORMAT**

<b>Description</b>	
Sex	(M/F)
Date of Birth	(yyyymmdd)
Race code	
Social Security Number	
Head of house town code	(using 1-39 RI city/towns)
Head of house zip code	
Recipient unique id	
First name	- current
Last Name	- current
Middle Initial	- current
First name	1 <sup>st</sup> latest
Last Name	1 <sup>st</sup> latest
Middle Initial	1 <sup>st</sup> latest
First name	2 <sup>nd</sup> latest
Last Name	2 <sup>nd</sup> latest
Middle Initial	2 <sup>nd</sup> latest

Note: This specification references data fields available from the Medicaid MMIS system at the Department of Human Services (DHS). Details on this appendix are subject to change at any time based on agreement by the Workgroup.

**APPENDIX « B »**

RHODE ISLAND DEPARTMENT OF HEALTH (DOH)  
DATA FILE INITIAL SPECIFICATION  
FOR USE BY DHS LEAD PROGRAM

CONTENT  
TO BE DETERMINED BY WORK GROUP