

INTERAGENCY AGREEMENT

AMONG

THE STATE OF CONNECTICUT DEPARTMENTS OF SOCIAL SERVICES (DSS);
ADMINISTRATIVE SERVICES (DAS); CHILDREN AND FAMILIES (DCF); CONSUMER
PROTECTION (DCP); DEVELOPMENTAL SERVICES (DDS); PUBLIC HEALTH (DPH);
MENTAL HEALTH AND ADDICTION SERVICES (DMHAS); CORRECTION (DOC);
VETERANS AFFAIRS (DVA); THE OFFICE OF POLICY AND MANAGEMENT (OPM);
AND ACCESS HEALTH CONNECTICUT (AHCT) regarding the Health Information
Technology framework for the State of Connecticut (hereinafter "CT HIT")

WHEREAS, through PA 10-117 the Health Information Technology Exchange of Connecticut (HITE-CT) was established to develop, implement and monitor state-level Health Information Exchange in order to meet the state's strategic objectives of improved health care outcomes and efficiency through the secure exchange of clinical and administrative health data; and

WHEREAS, the HITE-CT Strategic and Operational Plan (S&OP) was first approved in 2010, updated in 2012, and further updated in 2013; and

WHEREAS, HITE-CT, was sunset on June 30, 2014 through PA 14-217 and DSS was designated to lead an effort to update the HITE-CT S&OP and to adopt best practices and standards in Health Information Technology to improve health care delivery and quality of care; and

WHEREAS, in addition to the update to the HITE-CT S&OP, the purpose of this multiagency effort and the CT-HIT is to adopt best practices and standards in Health Information Technology (HIT) that will improve health care delivery and quality of care across the state of Connecticut; and

WHEREAS, the state agencies to participate in this multi-agency effort include the State of Connecticut Departments of Social Services (DSS) Administrative Services (DAS); Children and Families (DCF); Consumer Protection (DCP); Developmental Services (DDS); Public Health (DPH); Mental Health and Addiction Services (DMHAS); Correction (DOC); Veterans Affairs (DVA); and The Office of Policy and Management (OPM); and

WHEREAS, while the Connecticut Health Insurance Exchange, d/b/a Access Health Connecticut (AHCT) is a quasi-public agency created for the performance of an essential public and governmental function to implement certain provisions of the Patient Protection and Affordable Care Act it has been invited to participate in this multi-agency effort; and



WHEREAS, it is the desire of those state and quasi-public agencies that execute this Interagency Agreement to set forth a common agreement and understanding that the focus of the CT-HIT is the creation of a HIT vision for the State of Connecticut including the identification of common HIT goals; the identification and support of an enterprise built on an interoperability framework; and to develop and operationalize a cross-agency IT governance structure that builds upon existing and planned health and human services initiatives.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, those Parties that indicate their agreement by affixing their authorized signature hereby agree as follows:

- I. CT-HIT VISION: To empower individuals to better manage their own health with an easily accessible and transparent system, resulting in better outcomes for our citizens.
- II. CT-HIT MISSION: To develop a Health Information Technology framework, based on shared values across state agencies.

III. CT-HIT GOALS:

- a. Business
 - i. Enable access to a personal health record that is accessible to broad business population, is based on standards, and is safe to support more informed decision-making;
- b. Information
 - i. Enable individuals to manage their health by providing access to their Protected Health Information (PHI) to support self-management;
- c. Systems/Technology
 - i. Leverage existing technology to move toward upgradeable, supportable and reliable shared platforms that are cost-effective and sustainable
- IV. CT-HIT Governance Framework: The Parties to this Interagency Agreement agree, in concept, to the following framework for the governance of the CT-HIT:
 - a. Organizational Sponsor: The Organizational Sponsor of the CT-HIT shall be the Office of the Governor/Lieutenant Governor
 - b. Executive Steering Committee (ESC): The CT-HIT shall have an Executive Steering Committee (ESC) that shall serve as the internal leadership and governance committee of the CT-HIT established to implement and ensure that efforts undertaken by the HIT project are put into sustainable operation. The ESC

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shall be co-chaired by the State Chief Information Officer and the Commissioner of the DSS. Commissioner (or their designees) from each of the participating agencies that have entered into this Agreement; DCF, DCP, DDS, DPH, DMHAS, DOC, DVA, Chief Executive Officer, Access Health Connecticut; Secretary, Office of Policy and Management, Senior Advisor, Office of the Governor or Office of the Lt. Governor, and the State Health IT Coordinator, Department of Social Services shall serve on the ESC. The ESC shall operate under the auspices of its adopted ESC Charter. Specifically the ESC shall:

- i. Establish guiding principles for participating agencies, programs and processes;
- ii. Establish organizational structures which foster a culture of interoperability among the participating agencies and its programs;
- iii. Ensure strategic and appropriate use of state and federal funds for enterprise interoperability initiatives; and
- iv. Adopt processes that ensure accurate identification of persons served across the participating agencies and programs.
- c. Operational Committee: The Operational Committee is a sub-committee of the ESC that shall serve as the decision-making body comprised of representation from every Agency. Membership to the Operational Committee shall be appointed by the ESC. The Operational Committee shall direct the effort and facilitate communications between the Executive and Operational levels. Each Agency will commit a representative to participate on the Operational Committee based on the Agency's projected need to leverage the Governance Structure. Each Agency is expected to determine the time and effort required for its respective participation on the Committee.
- d. Subcommittees: Three (3) subcommittees: (1) Business Architecture; (2) Information Architecture; and (3) Technical Architecture. The subcommittees analyze projects across the enterprise to identify impacts, aligning projects with Subcommittee strategic objectives; recommends projects for Operational Committee decisions.



- e. Enterprise Project Management Office (EPMO): The role of the EPMO is to deliver the vision by providing the documentation and analysis for decision making. Positions within the PMO¹ may include:
 - i. PMO Director: The PMO Director shall:
 - 1. Be responsible for the overall management of the PMO activities;
 - 2. Assign a Project Manager to each project approved by the Operational Committee;
 - 3. Serve as the initial escalation point for project risks and issues;
 - 4. Serve as the point of contact for HHS HIT Coordinator
 - ii. Deputy PMO Director: The Deputy PMO Director shall:
 - 1. Assign a Project Management Analyst to potential projects;
 - 2. Facilitate internal priority setting meetings;
 - 3. Be responsible for identifying project and program measurements
 - 4. Be responsible for program level reporting
 - iii. Project Management Analyst: The Project Management Analyst shall:
 - Be assigned once a project has been identified by an Agency Committee
 - 2. Shepherd the project submitted by the Agency through the Subcommittee and Operational Committee approval process
 - 3. Support planning, metrics and reporting of approved projects
 - iv. Project Manager: The Project Manager shall:
 - 1. Be assigned once a project has been approved by the Operational Committee;
 - 2. Be primarily responsible for the successful project completion;
 - 3. Ensure that project processes are being followed
 - 4. Be responsible for project scheduling and tracking
 - 5. Report on project status to the Executive Steering Committee
- V. CT-HIT Project Initiation and Approval Process:
 - a. The Parties to this Agreement acknowledge and agree that in support of the stated mission of the CT-HIT there needs to exist an established and approved process through which projects are presented to and approved in accordance with the CT-HIT Governance Framework prior to initiation.
 - b. The Parties to this Agreement further acknowledge and agree that such Project Initiation and Approval Process may be modified, from time to time, with the prior written approval of a majority of the members of the ESC.

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¹ At least three-positions will be needed to start this effort.



VI. Miscellaneous Provisions:

- a. Parties Cooperation: It is the responsibility of each Party of the CT-HIT to participate in the CT-HIT. While it is the desire that all of the identified state agencies and AhCT agree to participate in this multi-agency effort, the effectiveness of this Agreement is not contingent upon the participation of each of Party. In the event that this Agreement is not executed by each of the identified Parties, it shall be and remain in effect for each Party demonstrating their participation by affixing the signature of their authorized representative in Section VII below.
- b. <u>Term and Expiration</u>: The effective date of this Agreement shall be March 18, 2015. This Agreement shall remain in effect for each of Party that executed this Agreement, until such time as the Party terminates their participation by providing a written notice of termination to the Executive Steering Committee. Such notice shall, at a minimum, include the effective date of termination.
- c. <u>Amendments:</u> This Agreement may be modified or amended at any time through the written consent of all Parties.
- d. Applicable Law and Severability: This Agreement shall be governed in all respects by the laws of the State of Connecticut. If any provision of this Agreement is held, deemed to be, or in fact is inoperative or unenforceable for any reason, such circumstance shall not have the effect of rendering any other provision or provisions contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof. In the event that this Agreement is determined to be invalid by a court of competent jurisdiction, it shall be terminated immediately.
- e. <u>Notices:</u> All notices given under this Agreement shall be in writing and shall be effective upon receipt. Whenever possible, notices shall be transmitted via electronic mail. Each Party to the CT-HIT shall designate the appropriate recipient for notices as well as their email addresses. Any changes in personnel or email addresses will be sent to:



i. For DAS

Mark Raymond Chief Information Officer, DAS 55 Farmington Avenue Hartford, CT 060105 Mark.Raymond@ct.gov

ii. For DSS

Roderick L. Bremby Commissioner, DSS 55 Farmington Avenue Hartford, CT 060105 Roderick.Bremby@ct.gov

Minakshi Tikoo HHS HIT Coordinator, DSS 55 Farmington Avenue Hartford, CT 060105 Tikoo@uchc.edu

iii. For DCF

Joette Katz Commissioner, DCF 505 Hudson Street Hartford, CT 06106 Joette.Katz@ct.gov

iv. For DCP

Jonathan A. Harris Commissioner, DCP 165 Capitol Avenue Hartford, CT 06106 Jonathan.Harris@ct.gov



v. For DDS

Morna Murray Commissioner, DDS 460 Capitol Avenue Hartford, CT 06106 Morna.Murray@ct.gov

vi. For DPH

Jewel Mullen Commissioner, DPH 410 Capitol Avenue Hartford, CT 06106 Jewel.Mullen@ct.gov

vii. For DMHAS

Miriam E. Delphin-Rittmon Acting Commissioner, DMHAS 410 Capital Avenue Hartford, CT 060106 Miriam.Delphin-Rittmon@ct.gov

viii. For DOC

Scott Semple Commissioner, DOC 24 Wolcott Hill Road Wethersfield, CT 06109 Scott.Semple@ct.gov

ix. For DVA

Sean Connolly Commissioner, DVA 287 West Street Rocky Hill, CT 06067 Sean.Connolly@ct.gov



x. For OPM

Benjamin Barnes Secretary, Office of Policy and Management 450 Capitol Avenue Hartford, CT 06106 Ben.Barnes@ct.gov

xi. For AHCT

James Wadleigh CEO, Access Health CT 280 Trumbull Street, 15th Floor Hartford, CT 06103 James.Wadleigh@ct.gov

- f. Entire Agreement; Modification: This Agreement, including any and all exhibits and referenced documents, if any, constitutes the entire agreement of the Parties with respect to the matter contained herein. No modification of, amendment or addendum to this Agreement shall be effective unless such modification, amendment or addendum is in writing and signed by all of the Parties.
- g. <u>Counterparts:</u> This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Further, duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (pdf) document shall be deemed original for all purposes.



VII. Signatures:

IN WITNESS WHEREOF, those Parties that agree to participate in this multi-agency effort have caused this Agreement to be executed by their authorized representatives as set forth below.

DEPARTMENT OF SOCIAL SERVICES

Roderick L. Bremby, Commissioner

DEPARTMENT OF ADMINISTRATIVE SERVICES

Mark Raymond, State CIO

OFFICE OF POLICY AND MANAGEMENT

Benjamin Barnes, Secretary



DEPARTMENT OF CORRECTION

Scott Sample (CdC). Scott Semple, Commissioner 3/18/15	
DEPARTMENT OF CHILDREN & FAMILIES	
Joette Katz, Commissioner	
DEPARTMENT OF DEVELOPMENTAL SERVICES	
Morna A. Murgar	
Morna A. Murray, Commissioner	
DEPARTMENT OF PUBLIC HEALTH	
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Jewel Mullen, Commissioner



March 16, 2015

DEPARTMENT OF CHILDREN & FAMILIES
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Joette Katz, Commissioner
DEPARTMENT OF DEVELOPMENTAL SERVICES
Morna A. Murray, Commissioner
DEPARTMENT OF PUBLIC HEALTH
Jewel Mullen, Commissioner
DEPARTMENT OFMENTAL HEALTH AND ADDICTION SERVICES
Miriam E. Delphin-Rittmon, Acting Commissioner

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DEPARTMENT OFMENTAL HEALTH AND ADDICTION SERVICES

Miriam Delph Nother
Miriam E. Delphin-Rittmon, Acting Commissioner
DEPARTMENT OF VETERANS AFFAIRS
Sean Connolly, Commissioner
DEPARTMENT OF CONSUMER PROTECTION
Jonathan A. Harris, Commissioner
ACCESS HEALTHCONNECTICUT
James R. Wadleigh, CEO



DEPARTMENT OFMENTAL HEALTH AND ADDICTION SERVICES

Miriam E. Delphin-Rittmon, Acting Commissioner	
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Jonathan A. Harris, Commissioner		
ACCESS HEALTHCONNECTICUT		
James R. Wadleigh, CEO		