

## INTERAGENCY AGREEMENT

Between

LOUISIANA DEPARTMENT OF HEALTH

And

LOUISIANA DEPARTMENT OF EDUCATION

### I. PURPOSE

The Louisiana Department of Health (LDH) shares certain Louisiana Medicaid data with the Louisiana Department of Education (LDOE) for the direct certification with Medicaid for free and reduced-price meals (DCM-F/RP). DCM-F/RP will involve the use of Louisiana Medicaid data files to identify and enroll eligible students to receive free or reduced-price meals through the National School Lunch Program (NSLP) and the School Breakfast Program (SBP).

### II. PERIOD OF AGREEMENT

This agreement commences on February 15, 2022 and terminates on February 15, 2027. Either party may terminate this agreement prior to its expiration by giving thirty (30) Calendar Days written notice to the other party.

### III. JUSTIFICATION FOR ACCESS

#### A. Federal Requirements

Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA; PL 104-191) Privacy Rule at 45 CFR 164.512(k)(6)(i), LDH, as the single State agency for the Louisiana Medicaid Program, is permitted to share individually identifiable information related to Louisiana Medicaid Program eligibility and enrollment with LDOE, the State agency responsible for administration of the NSLP and SBP, provided that LDH discloses only the minimum amount of information needed to verify a Louisiana Medicaid beneficiary's eligibility for the NSLP and SBP.

In accordance with 42 USC 1396a(a)(7), the Louisiana Medicaid State Plan must provide safeguards that restrict the use or disclosure of information concerning applicants and beneficiaries to purposes directly connected with the administration of the Louisiana Medicaid Program; and, at the option of the State, the exchange of information necessary to verify the certification of eligibility of children for free or reduced price through the NSLP and SBP, using data standards and formats established by LDH. LDH may enter into an agreement with LDOE under which the State shall establish procedures to ensure that -

- A child enrolled in the Louisiana Medicaid Program whose family income does not exceed 185 percent of the poverty line (as defined in 42 USC 9902(2)), as determined without regard to any expense, block, or other income disregard, applicable to a family of the size involved, may be certified as eligible for free or reduced-price meals through the NSLP and SBP without further application.
- LDH and LDOE cooperate in carrying out 42 USC 1758(b)(3)(F) and (15).

Ultimately, the sharing of Louisiana Medicaid data with LDOE will facilitate the efficient and effective provision free or reduced-price meals to eligible Louisiana Medicaid beneficiaries in Louisiana's public elementary and secondary schools.

#### B. State Requirements

Pursuant to La. R.S. 46:56A, applications for the Louisiana Medicaid Program and information contained in case records of Louisiana Medicaid applicants and beneficiaries shall be confidential and, except as otherwise provided, it shall be unlawful for any person to solicit, disclose, receive, make use of, or to authorize, knowingly permit, participate in, or acquiesce in the use of such applications or case records or the information contained therein for any purpose not directly connected with the administration of the programs of LDH. Yet, La. R.S. 46:56F(4)(b) authorizes LDH to release information to other State agencies that are engaged in rendering services or treatment to a Louisiana Medicaid beneficiary or former beneficiary. The agency receiving the information from LDH shall be bound by the same confidentiality standards prescribed in La. R.S. 46:56 with regard to release of such information to the Louisiana Medicaid beneficiary or former beneficiary, their legal representative, or an outside source.

Protocols and procedures developed under this agreement for transmission, storage, and use of Louisiana Medicaid data will be consistent with the requirements of 42 USC 1396a(a)(7), 42 CFR 431, subpart F, 42 CFR 435.945(h) and (i), 45 CFR Part 164, La. RS 46:56, and the State Information Security Policy.

#### IV. DESCRIPTION OF DATA

Louisiana Medicaid data will be shared with LDOE via eScholar, LLC (eScholar), LDOE's Secure Student ID vendor, in order to be linked with student files. To ensure effectiveness of the linkage, LDH will provide the following data elements: (1) name (first and last), (2) date of birth, (3) social security number, (4) full physical address, (5) full mailing address, (6) Medicaid identification number, (7) ethnicity, (8) gender, (9) household income, and (10) household size.

Louisiana Medicaid data provided to eScholar will be compared with student information to identify children eligible to receive free or reduced-price meals through the NSLP and SBP. LDOE does not have access to any student personally identifiable information at any time. LDH and LDOE will consult with each other to help ensure reliable data transfer, management, and analysis. Additional variables may be added as approved by LDH and LDOE.

## V. METHOD OF DATA ACCESS OR TRANSFER

Each month throughout the term of this agreement, LDH will provide the data identified herein for individuals between the ages of 0 to 22, who are enrolled in the Louisiana Medicaid Program for the previous calendar month. LDH will upload the monthly files via a secure file transfer protocol maintained by eScholar and stored in eScholar's system for Student Unique Identification and Direct Certification. LDOE and Local Education Authorities (LEAs) and/or Districts will use the Louisiana Medicaid data files to identify and enroll eligible students to receive free or reduced-price meals through the NSLP and the SBP.

The Louisiana Division of Administration, Office of Technology Services (OTS), will provide operational oversight and assistance on behalf of both LDH and LDOE. Additionally, the OTS Information Security Team (IST) will review the proposed data exchange processes to ensure compliance with the State's security policies and standards.

LDH reserves the right to withhold any of the foregoing data if it is determined that disclosure of such data would violate any provision of State or Federal law.

## VI. LOCATION OF MATCHED DATA AND CUSTODIAL RESPONSIBILITY

LDH and LDOE mutually agree that LDOE be designated as "Custodian" of the Louisiana Medicaid data through eScholar and will be responsible for the observance of all conditions for use, establishment, and maintenance of security agreements as specified in this agreement to prevent unauthorized use.

LDH is responsible for the administration of the Louisiana Medicaid Program. LDH reserves the right to discontinue production and distributions of non-federally required reports. In the event LDH and LDOE determine there is good reason to extend the use of Louisiana Medicaid data beyond that which is stipulated in this agreement, no such additional data sharing may take place unless this agreement is modified in writing by LDH and LDOE to include such.

All individually identifiable Louisiana Medicaid data remains within the purview of the LDH, except that individually identifiable Louisiana Medicaid data will be shared with LDOE to be used solely for DCM-F/RP, as provided for herein. Louisiana Medicaid data files retained by LDOE will be zipped, password protected and stored in a limited access folder on the agencies' respective servers. Any results of the data matching that contain individually identifiable data cannot be released outside the agencies referenced herein unless the release meets the conditions of Section III.

This agreement represents and warrants further that, except as authorized herein or otherwise in writing by the authorized representatives of LDH, the Louisiana Medicaid 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 agreement and to those individuals on a need-to-know basis only.

Any summary results can be shared by both parties. Summary results are defined as those items which cannot be used to identify any individual. The stripping of an individual's name or identification number does not preclude the identification of that individual and therefore is not sufficient to protect the confidentiality of individual data.

## VII. CONFIDENTIALITY

LDH and LDOE hereby acknowledge that all information and documents which include personally identifiable information on children are deemed confidential and will be safeguarded and not disclosed to any third party, except the LEA or as otherwise may be required by law. LDOE shall provide LDH written notice of any such required disclosure prior to any disclosure.

Only LDOE's authorized personnel or authorized contractor shall access the data. LDOE will ensure that access to the data maintained on computer files or databases is controlled by password protection. LDOE shall establish procedures to ensure that the target data cannot be extracted from a computer file or database by unauthorized individuals. LDOE shall maintain all printouts, discs, or other physical products containing personally-identifiable data in locked cabinets, file drawers, or other secure locations when not in use. LDOE shall ensure all printouts, tabulations, and reports are edited for any possible disclosure of personally-identifiable data or any sets or cells of less than ten (10). LDOE shall destroy the data received pursuant to this agreement, including all copies, whether in electronic or hard copy form, when the data is no longer needed to accomplish the purposes of this agreement.

Under the HIPAA Privacy Rule at 45 CFR 164.512(k)(6)(i), LDH is permitted to share with the school meals program individually identifiable information related to Louisiana Medicaid eligibility and enrollment, provided that LDH discloses only the minimum amount of information needed to certify or verify the child's school meal eligibility. See also section 1902(a)(7) of the Act; 42 CFR 431.300, et seq.

The users agree to comply with the provisions of the Family Education Rights and Privacy Act (FERPA, 20 USC 1232g) and the HIPAA Security Rule (45 CFR Part 164, Subpart C), as applicable, and to establish appropriate administrative, technical, and physical safeguards to protect the confidentiality of the data and to prevent unauthorized use or access to it. The safeguards shall provide a level and scope of security that is not less than the level and scope of security established by the Office of Management and Budget (OMB) in OMB Circular No. A-130, Appendix III, Security of Federal Automated Information System, which sets forth guidelines for security plans for automated information systems in Federal agencies.

The users agree to comply with all applicable State and Federal confidentiality requirements, including but not limited to state requirements under La. R.S. 46:56, and including but not limited to Federal requirements under FERPA, 42 CFR §431.300 et seq., the HIPAA Privacy Rule (45

CFR Part 164, Subpart E), and the HIPAA Security Rule (45 CFR Part 164, Subpart C), as amended by Division A, Title XIII, Subtitle D of the Health Information Technology for Economic and Clinical Health (“HITECH”) Act, as codified at 42 USC §17921 et seq., as applicable.

OTS, as information technology services provider for both LDH and LDOE, is authorized to access the data of both parties to the extent necessary to implement this agreement.

Encryption shall be utilized for the transport and storage of shared Confidential and Restricted data in accordance with the State Information Security Policy. Furthermore, the parties agree to establish appropriate administrative, technical, and physical safeguards to protect the confidentiality of the data supplied through this agreement and to prevent the unauthorized use of or access to the shared information. Any suspected, attempted, or successful breach of security must be reported to all parties and to the OTS Information Security Team as soon as practical, but no later than forty-eight (48) hours after the event. Notify the IST by calling the Information Security Hotline at 1-844-692-8019 and emailing the security team at infosecteam@la.gov.

VIII. DISPOSITION OF DATA

All records shall be retained in accordance with state and federal records management laws and regulations. When no longer needed to accomplish the objectives set forth in this agreement, LDOE will destroy or return to LDH all data provided by LDH at the earliest possible date allowed by law.

IX. SIGNATURES

In witness whereof, the parties' authorized representatives attest to and execute this agreement effective with this signing for the period set forth in Section II.

**Patrick Gillies** Digitally signed by Patrick Gillies  
DN: cn=Patrick Gillies, o=LDH,  
ou=MVA,  
email=patrick.gillies@la.gov, c=US  
Date: 2022.04.12 14:02:47 -05'00' \_\_\_\_\_ Date April 12, 2022

Patrick Gillies  
Medicaid Executive Director of Louisiana Department of Health

DocuSigned by:  
**Cade Brumley** 662C8EFAEFD74C3 \_\_\_\_\_ Date 4/20/2022  
Dr. Cade Brumley  
State Superintendent of Education

LDH/LDOE Agreement

Page 6 of 6

The Division of Administration, Office of Technology Services, as information technology services provider for both the Louisiana Department of Health and the Louisiana Department of Education, hereby acknowledges and approves of the confidentiality and safeguarding requirements contained in this data sharing agreement and agrees to be bound by same.

DocuSigned by:  
*Richard "Dickie" Howze*  
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4/12/2022 | 7:27 AM CDT

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Richard "Dickie" Howze  
State Chief Information Officer

Date