



STATE OF CONNECTICUT
MEMORANDUM OF AGREEMENT
Between
The Department of Public Health
(herinafter the "Department")
And
Office of Early Childhood
(herinafter "OEC")
DPH LOG #2017-0099

**FULLY
EXECUTED**

1. **Purpose**

The Department and OEC (each a "party" and collectively the "parties") enter into this Memorandum of Agreement ("MOA" or "Agreement"), which supersedes the July 16, 2013 Memorandum of Interagency Agreement to ensure that Connecticut resident infants and young children with extreme birth circumstances, physical defects, hearing loss, lead poisoning, and other medical conditions that are identified as highly correlated with developmental delay receive timely Birth to Three services as further described immediately below.

- a. The Department's Birth Defects Registry and the OEC's Birth to Three Program desire to share data to ensure that infants and young children with **selected birth defects and defects associated with Zika virus** have access to appropriate and timely Birth to Three services that optimize their physical, cognitive, adaptive, communication, and social-emotional development. The data is also used for federal grant reporting.
- b. The Department's Early Hearing Detection and Intervention Program and the OEC's Birth to Three Program desire to share data to ensure that infants and young children with **hearing loss** have access to appropriate and timely Birth to Three services that optimize their physical, cognitive, adaptive, communication, and social-emotional development. The data is also used for federal grant and annual data survey reporting.
- c. The Department's Lead, Radon, and Healthy Homes Program and the OEC's Birth to Three Program desire to share data to ensure infants and young children with **confirmed elevated blood lead levels** have access to appropriate and timely Birth to Three services that optimize their physical, cognitive, adaptive, communication, and social-emotional development. The data is also used for federal grant reporting.
- d. The OEC's Birth to Three Program desires to comprehensively identify all eligible infants and toddlers and offer their families early intervention supports and services in compliance with the Individuals with Disabilities Education Act, Part C. The data is also used for federal grant reporting and reporting to the Connecticut Governor and General Assembly.

2. **Term Of Agreement**

This Agreement will begin on March 6, 2017 and will terminate on December 31, 2022.

3. Cancellation

Either Party can cancel this Agreement without cause by providing written notice of such intention to the other party with thirty (30) days advance notice.

4. Statutory Authority

The statutory authority for agencies to enter into this Agreement is as follows:

- a. For the Department, Connecticut General Statutes §§ 4-8, 19a-2a, and 19a-59; and
- b. For Office of Early Childhood, Connecticut General Statutes §§ 4-8, 17a-248d(c), as amended.

5. Funding Level

The total amount of funding that is provided by this Agreement shall not exceed \$0.

6. Data Management:

- a. **Use of Data for Specific Purposes:** OEC shall only use data received under this MOA for the purposes set forth in Section I of this MOA, as permitted by applicable law and as expressly permitted in this Agreement.
- b. **Confidentiality of Data:**
 - i) Confidential information is any information, including, without limitation, social security numbers that is deemed to be confidential under any applicable law.
 - ii) OEC shall not disclose the confidential information that it receives from DPH under this MOA except as expressly permitted by this MOA.
 - iii) OEC shall develop and implement specific safeguards to guarantee the confidentiality and security of the confidential information which safeguards shall be consistent with applicable federal and state statutes and regulations.
 - iv) OEC may only transfer confidential information electronically if such transfer is via a secure encrypted password protected channel.
- c. **Applicable Law:**

All information and data compiled, provided, shared or exchanged under this MOA shall be subject to all applicable state and federal confidentiality and privacy laws, regulations, and statutes regarding the use, manipulation, sharing, dissemination, and destruction of such information and data, including, without limitation, Conn. Gen. Stat. § 19a-25 (and Conn. Agencies Regs. § 19a-25-1, et seq.), the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), Family Educational Rights and Privacy Act, as amended ("FERPA"), 20 U.S.C. § 1400 et seq.; 34 CFR Part 303, the Individuals with Disabilities Education Act ("IDEA"), and Conn. Agencies Regs. § 17a-248-6 (a), et seq.)

7. Responsibilities of the Department and Office of Early Childhood

a. The Department agrees to:

- i) Provide OEC's Birth to Three Program with the following information from its databases:
 1. From the Newborn Screening System database, for infants and young children with selected birth defects, including Zika-related, extreme low birth weight, and extreme prematurity, each child's
 2. Eligibility Criteria (individual and collectively the "EC," as defined below);
 3. First and last name, date of birth and date of EC diagnosis or diagnoses;
 4. Mother's first and last names, address, telephone numbers and email addresses, if available;
 5. Father's first and last names, address, telephone numbers and email addresses, if available;
 6. Primary health care provider's name, address, telephone number, fax number and email address, if available.
- ii) Hearing Loss Data: Each child two (2) years and nine (9) months old or younger a) reported to the Department since the date of the prior list or b) for whom Birth to Three data is not documented or pending from a prior list:
 1. First and Last Name and date of birth;
 2. Date of EC Diagnosis, diagnosing facility's name;
 3. Type(s) and Degree(s) of Hearing Loss; and
 4. Mother's First and Last Name, address, and telephone numbers and email, if available; and
 5. Father's first and last names, address, telephone numbers and email address, if available;
- iii) Lead Data: Each child's
 1. First and last name and date of birth;
 2. Date of EC diagnosis and blood lead level;
 3. Mother's first and last name, address, telephone numbers and email, if available; and
 4. Primary health care provider name, address, telephone number and email address, if available.

- b. **Office of Early Childhood agrees to provide the Department with:**
- i) a report regarding the percentage of affected individuals and families that utilize Birth to Three services as a result of the established Zika program referral protocol/plan for those Zika-related birth defects children that the Department reports to OEC; and
 - ii) For each child that appears in the Department hearing loss data set provided, OEC will match each child to cases in OEC's database and provide or have the Birth to Three System Program provide the Department with the following data for each child with parent consent:
 - 1. Birth to Three Referral source category (who referred the child, e.g., parent, health care provider, social services provider);
 - 2. Birth to Three Date of Referral;
 - 3. Birth to Three Referral Status (including, but not limited to: Eligible, Pending, Not Eligible, Withdrawn, Exited, No response from parent, Parent declined services, Deceased, and No documented referral);
 - 4. Birth to Three Date of Eligibility;
 - 5. Birth to Three Date of Enrollment (date IFSP was signed by physician); and
 - 6. Name of Birth to Three Program serving the child and family.

8. **Data-Sharing Procedure and Referral Obligations:**

- a. **The Department:**
- i) On or before the 5th of each month, or at other times as may be mutually agreed upon by the parties, the Department will provide OEC with an excel spreadsheet containing the birth defects data specified above for each child that is greater than two (2) months old but less than four (4) months old. The spreadsheet will be sent to OEC via secure email or an encrypted flash drive.
 - ii) On an ongoing basis, as cases are identified, the Birth Defects Registry will refer children to the Birth to Three Program that meet the Centers for Disease Control ("CDC") criteria for Zika associated birth defects. These referrals will be through secure email to the OEC Birth to Three intake office using the OEC referral form.
 - iii) Every other month, or at other times as may be mutually agreed upon by the parties, the Department will provide OEC with an electronic spreadsheet containing the hearing loss data specified above.
 - iv) On or before the 15th of each month, or at other times as may be mutually agreed upon by the parties, the Department will provide OEC with an electronic spreadsheet containing the lead data specified above via email.

b. Office of Early Childhood:

- i) will provide the Department with the EC and corresponding parameters for participation in the Birth to Three Program. The current EC are as follows:
 1. Extremely low birthweight;
 2. Extreme prematurity;
 3. Specific chromosomal or physical defects, including Zika-related malformations identified at birth;
 4. Confirmed hearing loss (a permanent hearing loss of twenty-five (25) dB or greater in either ear or persistent middle ear effusion that is documented for six (6) months or more with a hearing loss of thirty (30) dB or greater); and
 5. Confirmed elevated blood lead levels.
- ii) OEC will notify the Department of any EC or EC parameter changes not less than thirty (30) days before such changes are effective.
- iii) Monthly, or at such other times as may mutually be agreed upon by the parties, OEC shall provide the Department with the Zika report identified above.
- iv) OEC will provide the Department with the Birth to Three data specified above, for infants and toddlers identified by the Department with confirmed hearing loss via electronic spreadsheet, under the appropriate column headers, within four (4) weeks of receiving bimonthly hearing loss data.
- v) If a child's hearing loss is not documented in the Birth to Three database, OEC staff will notify the child's Birth to Three program via secure email or fax.
- vi) OEC will complete a Birth to Three referral for children not yet enrolled therein whose confirmed blood lead level meets the Birth to Three EC.

9. Disposition of Data:

a. The Department:

The Department shall destroy or completely erase, in the case of electronic information, confidential information that it obtains, accesses or receives under this MOA as soon as the purpose for which it received such information, as defined in Section I above, has been accomplished or upon request by OEC, whichever is sooner.

b. Office of Early Childhood:

OEC shall destroy or completely erase, in the case of electronic information, confidential information that it obtains, accesses or receives under this MOA as soon as the purpose for which it received such information, as defined in

Section I above, has been accomplished or upon request by the Department, whichever is sooner.

10. Points of Contact:

a. The Department:

Amy Mirizzi, Early Hearing Detection and Intervention Program

Karin Davis, Birth Defects Program

Jimmy Davila, Lead, Radon, and Healthy Homes Program

b. Office of Early Childhood:

Eileen McMurrer, CT Birth to Three Program, Family Support Services Division

11. Revisions and Amendments

- a. A formal amendment, in writing, shall not be effective until executed by both parties to this Agreement and, where applicable, the Attorney General.
- b. Such amendments shall be required for extensions to the final date of the Agreement period and to Terms and Conditions of this Agreement, including but not limited to revisions to:
 - i) the Agreement's purpose; and
 - ii) any other Agreement revisions determined material by DPH or OEC.
- c. No amendments may be made to a lapsed Agreement.

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for the Department of Public Health:

Janet M. Brancifort 5/3/2017
Janet M. Brancifort, MPH, Deputy Commissioner Date

for the Office of Early Childhood:

Linda Goldman Acting Commissioner 4/3/17
Name and Title: Date