

**STATE OF CONNECTICUT
MEMORANDUM OF UNDERSTANDING
Between
The Department of Public Health
And
Office of Early Childhood
DPH LOG #2023-0039**

1. Purpose

The Department of Public Health (DPH) and the Office of Early Childhood (OEC) (each a “party” and collectively the “parties”) enter into this Memorandum of Understanding (“MOU” or “Agreement”), which supersedes the May 5, 2017, Memorandum of Understanding, DPH Log #2017-0099, to ensure infants and young children with birth defects, hearing loss, congenital Cytomegalovirus (cCMV), Cytomegalovirus (CMV), lead poisoning, and other medical conditions or emerging medical conditions that are identified as highly correlated with developmental delay receive timely Birth to Three services.

- a. The DPH’s Birth Defects Registry partners with the OEC’s Birth to Three Program to ensure that infants and young children with selected birth defects have access to appropriate and timely Birth to Three services that optimize their language, literacy, and social emotional development as well as for federal grant reporting.
- b. The DPH’s Early Hearing Detection and Intervention Program partners with the OEC’s Birth to Three Program to ensure that infants and young children with a hearing loss or cCMV, CMV have access to appropriate and timely Birth to Three services that optimize their language, literacy, and social emotional development as well as for federal grant requirements and state and federal data survey reporting.
- c. The DPH’s Lead Poisoning Prevention Program partners with the OEC’s Birth to Three Program 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 language, literacy, and social emotional development as well as for federal grant reporting.

2. Term Of Agreement

This MOA shall begin on January 1, 2023 and shall terminate on December 31, 2027.

3. Termination

Either Party can terminate this MOA without cause by providing written notice of such intention to the other party with ninety (90) days advance notice.

4. Statutory Authority

The statutory authority for the Parties to enter into this MOA is as follows:

- a. For the Department, Connecticut Gen. Stat. §§ 4-8, 19a-2a, 19a-55, 19a-59, § 19a-111a and 17a-248d; and
- b. For OEC, Gen. Stat. §§ 4-8, 17a-248a-g, as amended, and Public Act Number 21-46

5. Funding Level

This is a “no-cost” Agreement. Each party will be responsible for its own costs.

6. Data Management:

- a. Use of Data for Specific Purposes:** OEC shall only use data received under this MOU for the purposes set forth in Section I of this MOU, as permitted by applicable law and as expressly permitted in this Agreement.
- b. Confidentiality of Data:**
1. Confidential information is any available information, including, without limitation, social security numbers, that is deemed to be confidential under any applicable law.
 2. OEC shall not disclose the confidential information that it receives from DPH under this MOU except as expressly permitted by this MOU.
 3. 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.
 4. 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 MOU 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”) and the Family Educational Rights and Privacy Act, as amended (“FERPA”).

7. Responsibilities of the Department and the 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. **Birth Defects Data:** For infants and young children with selected birth defects, including, low birth weight, and prematurity data as defined by Birth to Three procedures, each child’s:
 - (a) Eligibility Criteria (EC) (individually and collectively defined below);
 - (b) First and last name, date of birth and date of EC diagnosis or diagnoses;
 - (c) Mother’s first and last names, address, telephone number and email addresses, if available;
 - (d) Fathers, first and last names, address, telephone number and email address, if available.
 - (e) Primary health care provider’s name, addresses telephone number, and email address, if available.
 2. **Hearing Loss Data and Cytomegalovirus Data:** In accordance with state, agency, and program data retention rules, any child born after 12/31/2010, for whom Birth to Three data is not documented or pending from a prior data set:

- (a) First and last name and date of birth;
- (b) Date of EC;
- (c) Diagnosing facility name;
- (d) Date of referral;
- (e) Type and degree of hearing loss;
- (f) cCMV or CMV results for child and mother, as available;
- (g) A parent's or legal guardian's first and last name, address, email, and telephone number;

3. Lead Data: Each child 2 years, 9 months old or younger:

- (a) First and last name and date of birth;
- (b) Date of EC diagnosis and blood lead level;
- (c) A parent's or legal guardian's first and last name, address, telephone number as available;
- (d) Primary health care provider name, address, and telephone number, as available.

b. The Office of Early Childhood agrees to provide the Department with:

- i) **Birth Defects data:** A report that includes the number and initial Individualized Family Service Plan (IFSP)date of affected individuals and families that utilize Birth to Three services, as a result of the established referral protocol or plan.
- ii) **Hearing Loss Data:** For each child in the hearing loss, cCMV, or CMV data set provided by DPH, the OEC will match it to cases in its database and provide the following data fields to DPH:
 - 1. A parent's or legal guardian's name, address, phone, and email, as available;
 - 2. International Classification of Diseases (ICD) codes, as requested.
 - 3. If available, updated IFSP dates as requested; Or, date of hearing loss services;
 - 4. Birth to Three Referral source category (who referred the child, i.e., parent, health care provider, social services provider);
 - 5. Birth to Three Date of Referral;
 - 6. 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);
 - 7. Birth to Three Date of Eligibility;
 - 8. Birth to Three Date of Enrollment (date IFSP was signed by licensed practitioner);
 - 9. Name of Birth to Three Program serving the family;
- iii) **Lead data:** Based upon the lead data shared from the DPH to the OEC, the OEC shall in return provide the DPH a quarterly report with the name, date of

birth, address and gender of the children who were subsequently matched with services, as well as the name, date of birth, address and gender of the children who had previously been referred to services and newly diagnosed with lead poisoning (dual ICD codes).

8. Data-Sharing Procedure:

a. The Department:

- i) **Birth Defects Data:** On or before the 5th of each month, or at other times as may be mutually agreed upon by the parties, DPH will provide OEC with an excel spreadsheet containing the birth defects data specified below for each three (3) month old child, and, if newly reported older child, in its Newborn Screening System database. The spreadsheet will be sent to OEC via secure email or an encrypted flash drive.
- ii) **Hearing Loss Data and CMV Data:** Every other month, or at other times as may be mutually agreed upon by the parties, DPH will electronically provide OEC with the hearing loss data or CMV data specified above.
- iii) **Lead Data:** On or before the 15th of each month, or at other times as may be mutually agreed upon by the parties, DPH will provide OEC with an electronic spreadsheet containing the lead data specified above via email.

b. Office of Early Childhood:

- i) **Eligibility Criteria:** OEC will provide DPH with a list of eligibility criteria for participation in the Birth to Three Program (individually and collectively the "EC"). The current EC is as follows:
 1. Extremely low to low birthweight, or according to current ICD codes;
 2. Extreme prematurity to preterm, or according to current ICD codes;
 3. Specific chromosomal or physical defects;
 4. Confirmed hearing loss in either ear OR persistent middle ear effusion that is documented for six months or more with a hearing loss;
 5. CMV and cCMV;
 6. 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) OEC will provide the Department with the Birth to Three data specified above, for infants and children identified by the Department with a confirmed hearing loss, cCMV, or CMV positive via electronic spreadsheet, under the appropriate column headers, within four (4) weeks of receiving hearing loss data.
- iv) 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 a secure mechanism, email or fax.
- v) OEC will complete a referral for children not yet enrolled whose confirmed blood lead level meets the Birth to Three EC.
- vi) OEC shall use the confidential information solely for reasons set forth in Section I.

vii) OEC will provide every ninety (90) days, quarterly data, in accordance with Section 8.B.III, or as requested.

c. Disposition of Data:

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

9. Points of Contact:

For DPH:

John Lamb
Early Hearing Detection and
Intervention Program
John.lamb@ct.gov
860-509-8251

Kimberly Ploszaj
Lead Poisoning Prevention Program
kimberly.ploszaj@ct.gov
860-509-7299

Alessandra Bogacki
Birth Defects Program
alessandra.bogacki@ct.gov
860-509-8251

For OEC:

Nicole Cossette
Birth to Three System
nicole.cossette@ct.gov
860-500-4410

10. 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 all 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.
- c. No amendments may be made to a lapsed Agreement.


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Approval and Acceptances:


For the Office of Early Childhood:

Beth Bye Commissioner  1/4/2023 | 11:56 AM PST
 Name and Title: Date
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DPH Legal Review:

Mariely Collazo Cruz DPH Attorney  12/28/2022 | 6:05 PM EST
 Name and Title: Date
1B5A3AE212E5417...

For the Department of Public Health:

Michelle Schott Chief Operating Officer  1/4/2023 | 3:02 PM EST
 Name and Title: Date
B11DD535405F457...

Funding Code:

REQUIRED								OPT
Amount	FUND	Department	SID	Program	Account	Project	Budget Ref	CFDA #
\$0.00	11000	DPHNA		NA	NA	DPH_NP	NA	NA