

## **Memorandum of Agreement**

**-between-**

### **Massachusetts Universal Newborn Hearing Screening Program**

**-and-**

### **Massachusetts Early Intervention Program**

This Memorandum of Agreement (the "Agreement") is entered into by and between the Massachusetts Universal Newborn Hearing Screening Program ("Hearing Screening Program") and the Massachusetts Early Intervention Program ("EI Program"). Together, the Hearing Screening Program and the EI Program will collectively be referred to as the "Parties." The Parties have agreed to share data to implement the following project relative to the Massachusetts Department of Public Health's ("MDPH") Early Hearing Detection Initiative ("Initiative"), described below.

1. Project Description and Purpose: The Initiative's goal is for all children with diagnosed hearing loss to receive appropriate Early Intervention services by the time they are six months old. The Parties agree to link certain data elements ("the EI Data") contained within the Early Intervention Program's Early Intervention Information System ("EIIS") to the Hearing Screening Program's Childhood Hearing Data System ("CHDS"). This linkage will provide the Hearing Screening Program with information regarding EI Program enrollment and allow the Hearing Screening Program to assess the degree to which the Hearing Screening Program is achieving the goals of referring eligible children for Early Intervention and ensuring that appropriate hearing-related services have been planned. The Hearing Screening Program is further required by a CDC grant (FOA CDC-RFA-DD17-1701) ("the CDC Grant") to transmit limited data sets to the CDC that will include the EI Data.<sup>1</sup>

This Agreement will support the EI Program's child find activities and identify needs for additional training, support, and resources for community providers in making early referrals to the EI Program. The EI Program authorizes the disclosure of the EI Data pursuant to 34 CFR 303.414 and 34 CFR 99.31(a)(3).

2. Project Data: In furtherance of the Purpose described in Section 1, the EI Program shall provide the Hearing Screening Program the EI Data relating to children enrolled in the EI Program who were born as of July 1, 2014. The EI Data will be provided on an on-going quarterly basis, as needed for evaluation purposes. The EI Data will be transmitted through secure email and de-duplicated. The EI Data elements are described in the attached Appendix A.

---

<sup>1</sup> The elements contained in the limited dataset are described in Appendix A.

3. Data Use/Disclosure: The Hearing Screening Program shall not use or disclose the EI Data except for purposes of conducting the analysis and reporting necessary for the Project, as described above in Section 1. The Hearing Screening Program shall not disclose the EI Data received hereunder to a third party, other than the CDC as described above in Section 1, without the prior written consent of the EI Program. Pursuant to state and federal law, including M.G.L. c.66A and 34 CFR Part 303, all records and other materials pertaining to EI Program participants are considered confidential. The Parties agree to abide by all relevant state and federal laws pertaining to the confidentiality of the EI Data, as well as the MDPH Confidentiality Policies and Procedures. Immediately upon becoming aware of any disclosure of the EI Data to, or use of the data by, a person or entity not authorized to access or use such data under this Agreement, shall take all appropriate action necessary to a) retrieve to the extent practicable any such data disclosed, used, or compromised in a non-permitted manner; b) mitigate, to the extent practicable, any harmful effect of the non-permitted disclosure, use, or compromise of such data, c) take further action as may be required by any applicable state or federal law concerning the privacy and security of such data, and d) notify the appropriate Project Contacts listed in Section 5.

The EI Data transmitted by the Hearing Screening Program to the CDC pursuant to the CDC Grant is subject to the following additional confidentiality requirements:

- a. The EI Data, results, and findings will not be disclosed to others or discussed with third parties, without the prior written consent of the Parties.
- b. CDC will use appropriate safeguards to prevent unauthorized access, use, and disclosure of the data.
- c. CDC will not attempt to link the data with individually identifiable records in any other database.
- d. CDC will not attempt to learn the identity of any of the individuals included in the EI Data nor attempt to contact any of the individuals.

All reports and analyses involving the EI Data shall comply with the MDPH Confidentiality Policies and Procedures. Whenever feasible, the confidential information should be de-identified when identifiable data are no longer necessary. At the completion of the Initiative, all EI Data provided pursuant to this Agreement must either be returned to the EI Program or destroyed pursuant 99 CFR 35(a)(2).

4. Authorized Users: The Hearing Screening Program staff shall be considered Authorized Users under this Agreement and will have access to the EI Data.

The Parties will ensure that the Project Data will not be revealed, viewable, and/or accessible to any other staff or third parties. The Parties agree that the Authorized Users will comply with the provisions of this Agreement as well as all applicable federal and state confidentiality laws governing the Project Data including M.G.L. c.66A and 34 CFR Part 303 and MDPH Confidentiality Policies and Procedures. In the event of a termination or resignation of an Authorized User, the Parties will ensure that the former Authorized User will no longer be able to access the EI Data, and the

Parties may designate a new Authorized User subject to the requirements in this section.

5. **Project Contacts/Notices:** Each Party may from time to time change its contact persons below, upon appropriate written notice to the other. Notices and other communications to a Party as to any matter hereunder will be sufficient if given in writing and delivered in hand or sent by e-mail, with acknowledgement of receipt to the Party's contact person(s) identified below (or to the contact person identified in any subsequent notice):

**Early Intervention Program Contact:**

Patti Fougere  
Director, Massachusetts Early Intervention Program  
250 Washington Street, 5<sup>th</sup> Floor  
Boston, MA 02108  
Tel: 617-624-5975  
Fax: 617-624-5990  
Patti.fougere@state.ma.us

**Hearing Screening Program Contact:**


Sarah Stone  
Director, Universal Newborn Hearing Screening Program  
250 Washington St. 5<sup>th</sup> Floor  
Boston, MA 02108  
Tel: 617-624-5912  
Fax: 617-994-9822  
Sarah.Stone@state.ma.us

6. **Signatories are Authorized to Sign:** Each person who signs this Agreement in a representative capacity warrants that s/he is duly authorized to do so.
7. **Effective Date and Duration of Project:** This Agreement shall be final and binding only upon a signing by each representative party hereto and shall be effective on the last date it is signed. It shall remain in effect for as long as necessary to accomplish the specific purposes set forth in the Agreement, subject to the termination provision below.
8. **Execution of Original Agreement in Duplicate:** This Agreement may be executed in counterpart, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
9. **Modification:** This Agreement may be modified only in a writing signed by or on behalf of both of the Parties to this Agreement.

10. **Termination:** Either Party desiring to terminate or cancel this Agreement may do so, with or without cause, by providing written notice to the other Party of their intention thirty (30) days prior to the date of said termination or cancellation; however, it may be terminated at any point by mutual consent of the Parties.
11. **Entire Agreement:** This Agreement constitutes the full and complete agreement between the Parties with respect to the subject matters hereof, and supersedes any and all other written or oral communications or agreements related thereto.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement as of the last date set forth below:

**Massachusetts Department of Public Health,  
Bureau of Family Health and Nutrition  
Newborn Hearing Screening Program**

By:  \_\_\_\_\_

Date: 2/11/19

Sarah Stone  
Director, Universal Newborn Hearing Screening Program  
250 Washington St. 5<sup>th</sup> Floor  
Boston, MA 02108  
Tel: 617-624-5912  
Fax: 617-994-9822  
Sarah.Stone@state.ma.us

**Massachusetts Department of Public Health,  
Bureau of Family Health and Nutrition  
Early Intervention Program**

By:  \_\_\_\_\_

Date: 2/5/19

Patti Fougere  
Director, Massachusetts Early Intervention Program  
250 Washington Street, 5<sup>th</sup> Floor  
Boston, MA 02108  
Tel: 617-624-5975  
Fax: 617-624-5990  
Patti.fougere@state.ma.us

## Appendix A: EI Program Data Variables

### All Children Referred to the EI Program:

- Child ID (unique Child ID across the entire EI Program)
- Client ID (unique Child ID within one EI Provider)
- Child DOB\*
- ICD-10 Code (initial evaluation only)\*
- EI Referral Date\*
- EI Referral Source\*
- EI Enrollment Date (date child began receiving IFSP services)\*
- Discharge Date (date of last service)\*
- Exit reason if no longer enrolled \*
- Child Name
- Services Listed on Child's IFSP

The data elements designated with \* indicate the elements that will be provided to the CDC pursuant to the CDC Early Hearing Detection Initiative beginning in April 2019.

### Child Outcome Data<sup>2</sup>:

- Child ID (unique Child ID)
- Initial Client ID
- Most recent Client ID
- Social emotional skills
- Acquisition and use of knowledge and skills
- Use of appropriate behaviors to meet their needs

---

<sup>2</sup> The Child Outcome data will be reported separately from "All Children Referred to the EI Program" because it is reported by child, for those children enrolled at least six months having an initial and exit evaluation. Additionally, outcome data is reported for all children exiting the EI Program during a fiscal year.

Using a child's BDI-2 scores and utilizing the EI methodology for child outcome, a child is categorized into one of the following progress categories for each of the three EI outcomes:

- a. Did not improve functioning- children whose developmental age is the same at entry and exit.
- b. Improved functioning but not sufficient to move nearer to functioning comparable to same age peers- children with a functional level (developmental age divided by chronological age) at exit was greater than the functional level at entry but less than 50%.
- c. Improved functioning to a level nearer to same age peers but did not reach it- children with a functional level at exit was greater than the functional level at entry and between 50% and 84%
- d. Improved functioning to reach a level comparable to same-aged peers- children with an entry functional level less than 85% and exit functional level at least 85%
- e. At a level comparable to same-aged peers- children with a functional level of at least 85% at both entry and exit.