

SOM DSA #: _____
Disclosing Agency id #: _____
Receiving Agency id #: _____
Review cycle: _____
1st review date: _____
2nd review date: _____

**DATA SHARING AGREEMENT
BETWEEN
MICHIGAN DEPARTMENT OF EDUCATION
AND
MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES
AND
CENTER FOR EDUCATIONAL PERFORMANCE AND INFORMATION
FOR
HEARING DETECTION AND INTERVENTION (EHDI) AND *EARLY ON*[®] (IDEA
PART C) PROGRAM EVALUATION AND REPORTING PURPOSES**

1. Introduction

This Data Sharing Agreement (DSA) is between the Michigan Department of Education's Office of Great Start (MDE), Michigan Department of Health and Human Services (DHHS), and Michigan's Center for Educational Performance and Information (CEPI). Each Department is a Disclosing Agency and Receiving Agency as part of this reciprocal data sharing agreement. MDE, DHHS, and CEPI are collectively referred to as the parties.

A party acts as a Disclosing Agency when the party is disclosing data under this DSA. A party acts as a Receiving Agency when the party is collecting or receiving data from a Disclosing Agency under this DSA.

This DSA establishes the conditions under which the parties agree to disclose and receive children's data and it provides for the protection of the data. It also identifies the responsibilities of each party and establishes terms governing the use, disclosure, and disposition of the data.

2. Purpose

The data will be used by the DHHS only as is expressly agreed upon by the parties under this DSA. Access to the data by any party or for any purpose not identified in this DSA is strictly forbidden. Data provided by MDE and CEPI remains the property of MDE and CEPI.

38 The parties will use the data to link specified data elements collected by
39 MDE *Early On* (IDEA Part C) within the Michigan Student Data System (MSDS) to
40 data held by MDHHS Early Hearing Detection and Intervention (EHDI) program.
41 The linkage will provide the EHDI program with information regarding *Early On*
42 enrollment and allow the EHDI program to assess the degree to which Michigan is
43 meeting EHDI goals for referral and enrollment in intervention services for infants
44 and toddlers who are deaf and hard of hearing. Analysis of the data will support the
45 use of timely and complete patient-level data to inform decision making. This
46 linkage will also support EHDI in completing the grant reporting requirement of
47 transmitting deidentified data sets that include early intervention data to the
48 Center for Disease Control and Prevention (CFDA 93.314 EHDI Information
49 System Surveillance Program). The data sharing agreement will support *Early On*
50 in meeting the requirement to coordinate with EHDI (§303.302(c)(ii)(J)). It will
51 further support *Early On* in analysis and enhancement of child find activities
52 (§303.301 Public awareness program— information for parents) and identify needs
53 for additional training, support, and resources for community providers in making
54 referrals to *Early On* (§303.118 Comprehensive system of personnel development
55 (CSPD)).

56 **3. Data to Be Shared**

57 Data to be shared between the parties are described in **Schedule A**.

60 **4. Method of Transfer**

62 The data will be shared by the following means (check as applicable):

- 64 File drop
- 65 Secure file transfer
- 66 Encrypted email attachment
- 67 Encrypted file on a removable storage device
- 68 File Transfer Service
- 69 Data warehouse
- 70 Paper (hard copy)
- 71 Fax
- 72 Online access
- 73 Other: (describe) _____

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75 **5. Frequency of Transfer**

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77 The data to be shared under this DSA will be transferred only at a frequency
78 and for a period of time as is necessary to meet the purpose stated in §2 above. Data
79 transfers will occur after the closeout of each MSDS general collection (three times
80 per year).

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82 **6. Availability of Data**

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84 MDE and CEPI reserve the right to schedule the time and duration of the
85 availability of electronic access to the data. MDE and CEPI do not guarantee
86 continuous availability during scheduled times, but will use reasonable efforts to
87 make the data available as agreed under this DSA.

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89 **7. Legal Authority**

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91 The authority for MDE and CEPI to enter into this DSA and to share the
92 data is FERPA (Family Educational Rights and Privacy Act) 34 CFR Part 99 which
93 identifies specific conditions under which education records/data may be disclosed,
94 and to whom that data may be disclosed. §99.35 specifically allows for access to
95 education records in connection with an audit or evaluation of federal or state
96 supported education programs or for the enforcement of or compliance with federal
97 legal requirements that relate to those programs. CEPI, a division of the State
98 Budget Office in the Department of Technology, Management & Budget (DTMB),
99 was established under the State School Aid Act of 1979 388.1694(a). CEPI is chiefly
100 responsible for coordinating the collection, management, and reporting of all
101 education data required by state and federal law for preschool, elementary,
102 secondary, and postsecondary education and allows the disclosing agency to enter
103 into agreements with state agencies to supply custom data, analysis, and reporting.

104
105 The authority for MDHHS to enter into this DSA is Part 22 of the Public
106 Health Code (MCL 333.2201-MCL 333.2264), MCL 333.5430 under the Public
107 Health Code, and MCL 333.5432 under the Public Health Code.

108
109 **8. Notices and Consents**

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111 To the extent required by law, regulations, or rules, MDE and CEPI
112 covenants that appropriate notices, consents, and authorizations have been and will
113 continue to be obtained from the individuals and entities the data concerns.

115 **9. Data Classification**

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117 The Disclosing Agency has classified the data using [DTMB Technical](#)
118 [Standard No. 1340.00, Information Technology Information Security.](#)

120 The data classification level for the data shared under this DSA is
121 confidential.

123 The security categorization is moderate.

125 The minimum security controls and control enhancements derive from the
126 [National Institute of Standards and Technology \(NIST\) SP 800-53, Recommended](#)
127 [Security Controls for Federal Information Systems](#). The minimum baseline security
128 controls are the starting point for the security control selection process and are the
129 basis from which controls and control enhancements may be removed, added, or
130 customized to achieve the level of security protection required for the data or
131 information system.

133 Additional security controls that are not addressed in the NIST SP 800-53
134 Security Controls may be required based on regulatory compliance or by contractual
135 obligation.

137 **10. Disclosing Agency's Responsibilities**

139 MDHHS and MDE/CEPI will each act as Disclosing Agencies as part of the
140 reciprocal data sharing agreement.

142 Each party when disclosing data must:

- 143 a. Provide Receiving Agency with access to the data consistent with law,
144 regulations, rules, and contractual obligations, and the terms and conditions
145 of this DSA.
- 146 b. If necessary, work with the Receiving Agency and DTMB to facilitate the
147 sharing of data under this DSA.
- 148 c. Perform access reviews to ensure that Receiving Agency has established and
149 uses adequate administrative, technical, and physical safeguards to protect
150 data from unauthorized disclosure.
- 151 d. Perform annual reviews to ensure each person with access to Disclosing
152 Agency's data: (1) needs and uses the data in connection with their state
153 work duties, and (2) understands their responsibility in protecting the data.

154 Disclosing Agency may perform onsite inspections of Receiving Agency's
155 premises to ensure compliance with this DSA.

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157 **11. Receiving Agency's Responsibilities**

158

159 MDHHS and MDE/CEPI will each act as Receiving Agencies as part of the
160 reciprocal data sharing agreement.

161

162 Each party when receiving data must:

- 163 a. **Protect the data.** Receiving Agencies must establish and use appropriate
164 administrative, technical, and physical safeguards to protect the data from
165 being accessed, used, disclosed, or stored in a manner other than as provided
166 in this DSA. Protocols must be in writing and provided to the Disclosing
167 Agencies upon request.
- 168 i. **Administrative safeguards** include policies, procedures, training, and
169 other measures designed to carry out security requirements. For
170 example, appointing a security officer or implementing an incident
171 response plan.
- 172 ii. **Physical safeguards** include limitation of access to physical areas of
173 information systems. For example, implementing a clean-desk policy,
174 requiring locked file cabinets, or use of identification cards to access
175 certain areas.
- 176 iii. **Technical safeguards** include automated processes used to protect and
177 control access to data on information systems. Examples include
178 encryption, use of passwords, and data loss prevention tools.
- 179 b. **Create a security policy pertaining to the data.** A security policy is a
180 written document describing the system in terms of categories of data
181 processed, users allowed access, and access rules between the users and the
182 data. It describes procedures to prevent unauthorized access by clearing all
183 protected data on storage objects before they are allocated or reallocated out
184 of or into each system. Further security protocols using password protection
185 and authentication must be provided where the computer system contains
186 information for more than one program, project, office, or agency so that
187 personnel do not have unauthorized or unlimited access. Receiving Agency
188 must provide Disclosing Agency with a copy of the security policy upon
189 request.
- 190 c. **Maintain a log of the data received from the disclosing agency.** The
191 log must contain the data requested; purpose of request; date data received;
192 name of agency/division/unit/employee making the request; name of other

193 employees who may have access; date destroyed; and method of destruction.
194 Disclosing Agency may require Receiving Agency to include categories of
195 information in addition to those listed in this subsection. The log must be
196 retained by the Receiving Agency for five years. Receiving Agency must
197 provide Disclosing Agency with a copy of the log upon request.

- 198 d. **Use the data only for the stated purpose.** A Receiving Agency will use
199 the data provided under this DSA solely for the purpose identified in §2
200 above.
- 201 e. **Limit access** to the data provided under this DSA to those Receiving Agency
202 employees in the MDHHS Division of Maternal and Infant Health and the
203 MDE Office of Great Start/Early Childhood Development and Family
204 Education who need it to perform the tasks related to fulfilling the purpose
205 identified in §2 above.
- 206 f. **Limit access** to the data provided under this DSA to the agents, contractors,
207 and subcontractors who require access to the data to perform the intended
208 activities on behalf of the receiving agency. Agents, contractors, and
209 subcontractors must agree in writing to the same or more stringent terms
210 and conditions of this DSA and must be listed here: IDEA Part C Data
211 Manager, EHDI Epidemiologist. The Receiving Agency must provide a copy of
212 the written agreements referenced here upon the request of Disclosing
213 Agency.
- 214 g. **Minimize data requests, usage, and disclosures.** The Receiving Agency
215 will request, use, and disclose only the minimum amount of data necessary to
216 fulfill the purposes of this DSA.
- 217 h. **Not disclose the data except as expressly permitted in this DSA or as
218 required by law.** Except as otherwise provided in this DSA, Receiving
219 Agency will not disclose the data to others.
- 220 i. **Exempt data from disclosure under FOIA when permitted.** Receiving
221 Agency will not disclose the data in response to a request under the Freedom
222 of Information Act (FOIA), MCL 15.231, *et seq.* unless the law requires (and
223 not merely permits) disclosure. The Receiving Agency must exempt the data
224 from disclosure under FOIA when permitted by law. Exceptions to this
225 subsection include:
- 226 i. data that were already in Receiving Agency's possession without an
227 obligation of confidentiality;
- 228 ii. data that were developed independently by the Receiving Agency;
- 229 iii. data that were obtained from a source other than Disclosing Agency
230 without an obligation of confidentiality; or

231 iv. data that were or are publicly available when received, or thereafter
232 became publicly available (other than through any unauthorized
233 disclosure by the Receiving Agency).

234 j. **Comply with retention and disposal schedules.** Receiving agency must
235 destroy the data, including copies of the data, upon completion of the purpose
236 stated in §2, consistent with applicable law and state record retention and
237 disposal schedules. Receiving Agency must provide written certification of
238 data destruction if requested by Disclosing Agency.

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240 **12. Training**

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242 The parties will identify the training needs related to the privacy, security,
243 and confidentiality of the data disclosed under this DSA and will implement
244 training programs as deemed necessary.

245

246 **13. Costs and Damages**

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248 Each party will be responsible for its own costs, losses, and damages related
249 to the sharing of data under this DSA except as otherwise provided in §14 below.
250 Neither party will be liable to the other for any claim related to or arising under
251 this DSA for consequential, incidental, indirect, or special damages.

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253 **14. Security Breach Notification**

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255 All parties must adhere to [DTMB Technical Procedure No. 1340.00.090.01.01, How to Handle a Security Breach Procedure](#). All parties must implement internal
256 policies and procedures for reporting data security incidents and provide the
257 Disclosing Agency a copy upon request.

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260 Notwithstanding any internal policy to the contrary, if a Receiving Agency
261 discovers any use or disclosure of a Disclosing Agency's data not provided for under
262 this DSA, the Receiving Agency must report it to the Disclosing Agency within one
263 business day.

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265 All parties must identify through audits or other available means entities or
266 persons who improperly access, use, or disclose the data.

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268 The parties will cooperate with one another to investigate, mitigate, and
269 remedy unauthorized access, use, or disclosure of the data.

270 If any act, error, omission, negligence, misconduct, or breach by a Receiving
271 Agency or its contractor compromises the security, confidentiality, or integrity of the
272 data, the Receiving Agency will take all reasonable actions required to comply with
273 applicable law as a result of such security incident and assumes full responsibility
274 for any associated costs and duties, including notification of affected individuals and
275 entities, and if requested by the Disclosing Agency, will provide credit and identity
276 monitoring services for 24 months to affected individuals.

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278 **15. Accuracy**

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280 Each party will use reasonable efforts to ensure the completeness, accuracy,
281 and timeliness of the data provided under this DSA. However, either party cannot
282 guarantee data accuracy and will therefore not be held responsible for any damage
283 to the other party resulting from the disclosure or use of data that is inaccurate,
284 incomplete, or outdated.

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286 **16. Cooperation; Execution of Additional Agreements**

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288 The parties will execute such documents as may be necessary to realize the
289 intentions of this DSA or comply with law. The parties will also require third
290 parties to execute such documents as may be necessary to realize the intentions of
291 this DSA or comply with law, prior to granting the third-party access to the data.
292 Examples include business associate and non-disclosure agreements.

293

294 **17. Issue Resolution**

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296 All parties will work collectively to resolve system issues relative to access to
297 the data. Additionally, upon the request of either party, the parties will convene as
298 reasonably necessary for the purpose of resolving problems that may arise in the
299 administration or enforcement of this DSA. The parties will exchange
300 documentation as reasonably necessary to identify and explain issues and positions.
301 Any portion of this DSA that may be subject to interpretation will be addressed at
302 these meetings.

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304 **18. Notices**

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306 Notices and other written communications must be addressed to the
307 individuals below or their successors. Parties may amend contact information by
308 providing written notice of the change to the other party. Notices or other written

communications required or related to this DSA must be in writing and delivered in person or by email.

311

For (Name of Agency):	For (Name of Agency):	For (Name of Agency):
Name & Title of Representative Name of Office/Department Phone Number Email Address	Name & Title of Representative Name of Office/Department Phone Number Email Address	Name & Title of Representative Name of Office/Department Phone Number Email Address

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19. Compliance Monitoring

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315 On an annual basis, the parties will review the practices and procedures
316 outlined in this DSA to ensure compliance with the terms of the DSA and the law.
317 The parties will provide the results of such reviews to the other party upon written
318 request. The parties will also ensure that they take appropriate measures to ensure
319 that information about the DSA is kept up to date. The parties have designated the
320 individuals listed in §18 above as responsible for this section.

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322 The parties also recognize that this DSA is subject to compliance audits,
323 investigations, and reviews as provided by law.

324

20. Amendments

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This DSA may be amended by written agreement of the parties. If amendment to this DSA is required to comply with federal or state laws, rules, or regulations, the parties will promptly enter into negotiations to meet those legal requirements.

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21. Effective Date and Term

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334 This DSA is effective when signed by all parties. Unless terminated under §0,
335 this DSA will expire on July 1, 2026. The DSA may be renewed for three additional
336 one-year terms by amending the DSA.

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339 **22. Termination**

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341 This DSA may be terminated for any reason by either party upon 30 days
342 prior written notice to the other party.

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344 **23. Survival**

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346 The rights, obligations, and conditions set forth in §10, Disclosing Agency's
347 Responsibilities; §11, the Receiving Agency's Responsibilities; and any right,
348 obligation, or condition that, by its express terms or nature and context is intended
349 to survive the termination or expiration of this DSA, survives any such termination
350 or expiration.

351

352 **24. Entire Agreement**

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354 This DSA replaces and supersedes all prior agreements between the parties
355 relating to the subject matter of this DSA.

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357 **25. Execution**

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359 This DSA may be executed in counterparts, each of which is deemed to be an
360 original, and all of which taken together constitutes one and the same instrument.
361 The signature of any party transmitted by email is binding.

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363 **26. Successors; Assignment**

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365 This DSA inures to the benefit of and is binding upon the parties, their
366 respective successors-in-interest by way of reorganization, operation of law, or
367 otherwise, and their permitted assigns. Neither party may assign this DSA to any
368 other party without the prior approval of the other party.

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370 **27. No Third-Party Beneficiaries**

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372 This DSA does not confer any rights or remedies upon any person or entity
373 other than the parties and their respective successors-in-interest by way of
374 reorganization, operation of law, or otherwise, and their permitted assigns.

375

376 **28. Authority to Bind**

377

378 Each person signing this DSA represents that he or she is duly authorized to
379 execute this DSA on behalf of the responsible agency.

All Agencies: (Removed signature lines)

SAMPLE

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383

Schedule A Data To Be Shared

Data Elements Shared from EHDI to MDE/CEPI			
Data Element Requested	Years Requested	Age	Brief Description
Personal Core Component, First/Middle/Last Name	2020-2021 through 2025-2026	Birth to Three	Child's first, middle, and last name. Mom's first and last name.
Personal Core Component, Date of Birth	2020-2021 through 2025-2026	Birth to Three	Child's date of birth.
Personal Core Component, Gender	2020-2021 through 2025-2026	Birth to Three	Child's gender.
Personal Demographics Component, Student Resident County	2020-2021 through 2025-2026	Birth to Three	Child's county of residence.
Personal Demographics Component, Street Address, Address 2, City, State, Zip Code	2020-2021 through 2025-2026	Birth to Three	Child's Address, City, State, and Zip Code.
EHDI Program, EHDI Database Number	2020-2021 through 2025-2026	Birth to Three	Identifier from EHDI database to identify each child.
EHDI Program, Hearing Loss Information	2020-2021 through 2025-2026	Birth to Three	Type and Degree of Hearing Loss

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Data Elements Shared from MDE/CEPI to EHDI			
Data Element Requested	Years Requested	Age	Brief Description
Personal Core Component, First/Middle/Last Name	2020-2021 through 2025-2026	Birth to Three	Child's first, middle, and last name.
Personal Core Component, Date of Birth	2020-2021 through 2025-2026	Birth to Three	Child's date of birth.
Personal Demographics Component, CEPIRaceEthnicNew	2020-2021 through 2025-2026	Birth to Three	Child's race/ethnicity.
Personal Core Component, Gender	2020-2021 through 2025-2026	Birth to Three	Child's gender.
Personal Demographics Component, Student Resident County	2020-2021 through 2025-2026	Birth to Three	Child's county of residence.

Data Elements Shared from MDE/CEPI to EHDI			
Data Element Requested	Years Requested	Age	Brief Description
Personal Demographics Component, Street Address, Address 2, City, State, Zip Code	2020-2021 through 2025-2026	Birth to Three	Child's Address, City, State, and Zip Code.
Initial IFSP (Part C) Component, Referral Date	2020-2021 through 2025-2026	Birth to Three	The date the lead agency or EIS provider receives the referral of the child
Initial IFSP (Part C) Component, Result Of Initial IFSP	2020-2021 through 2025-2026	Birth to Three	Indicate the results of the eligibility determination.
Initial IFSP (Part C) Component, Initial IFSP Calculated	2020-2021 through 2025-2026	Birth to Three	The calculated date of the child's individualized family service plan.
Early On Component, Current IFSP Date	2020-2021 through 2025-2026	Birth to Three	The date of the child's most recent individualized family service plan.
Early On Component, Timely Start of Service	2020-2021 through 2025-2026	Birth to Three	Indicates the service start status for the services identified on the child's IFSP.
Early On Component, Part C Exit Reason	2020-2021 through 2025-2026	Birth to Three	The reason given for a child discontinuing services through Part C.
Early On Component, Part C Exit Date	2020-2021 through 2025-2026	Birth to Three	The date on which the child ceased receiving Part C services, which must occur no later than the child's third birthday.
Early On, Count Date	2020-2021 through 2025-2026	Birth to Three	Date Early On data was received.

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Schedule B Intentionally Left Blank

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Schedule J
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