## Memorandum of Understanding Between Department of Health Services Division of Public Health, Bureau of Community Health Promotion, Family Health Section and Department of Health Services Division of Medicaid Services, Bureau of Children's Services

## Title: Case Coordination and Information Sharing between the Wisconsin Birth to 3 Program and Wisconsin Sound Beginnings (WSB)

### 1.PURPOSE

This document represents an agreement between two Divisions in the Department of Health Services: The Division Medicaid Services, Bureau of Children's Services representing the Birth to 3 Program; and The Division of Public Health, Bureau of Community Health Promotion representing the Wisconsin Sound Beginnings Program (WSB).

This agreement is entered into pursuant to the authority of 34 CFR 303.400 and 34 CFR 99 (IDEA Part C Regulations) for the purpose of enhancing the health and well-being of Wisconsin Birth to 3 participants.

The Department of Health Services Office of Legal Counsel has deemed Wisconsin Sound Beginnings (WSB) a participating partner of the Wisconsin Birth to 3 Program. Pursuant to Wisconsin's Administrative Code, WSB can receive information on children referred to and participating in the Birth to 3 Program without parental consent for release of information. WSB staff requires the Birth to 3 Program information outlined in this agreement to supervise and monitor services of children participating in the WSB program. See Wis. Admin. Code § DHS 90.12 (3)(d).

Specifically, the agreement will provide the contextual framework for the partnership between the two programs.

#### 2.DEFINITIONS

The confidentiality of Birth to 3 Program records are governed by Wisconsin Administrative Code DHS chapter 90 Wis. Admin Code § DHS 90.12(3)(d) provides that a Birth to 3 Program, agency or service provider may disclose confidential information from early intervention records without parental consent "to representatives of the department [of health services] who require the information for purposes of supervising and monitoring services provision."

"Confidential Information" means all tangible and intangible information and materials accessed or disclosed in connection with this Memorandum, in any form or medium, (and without regard to whether the information is owned by the State or by a third party), that satisfy at least one of the following criteria: (i) Personally Identifiable Information; (ii) Individually Identifiable Health Information; or (iii) information designated as confidential in writing by the State.

<sup>&</sup>lt;sup>1</sup> DHS ch. 90 indicates that it incorporates the requirements of applicable federal law (Part B of the Individuals with Disabilities Education Act, 20 USC 33; 34 CFR 300.560 to 300.576; and 34 CFR Pt. 99 [Family Educational Rights and Privacy Act (FERPA)].

"At-risk for hearing loss" means any infant who has not passed a hearing evaluation at birth, or has a known risk factor as defined by the Joint Committee on Infant Hearing, Position Statement 2007."

### 3.BACKGROUND

Hearing Screening and follow-up is mandated in Wisconsin (Wis. Stat. § 253.115). Screening results and infant risk factors are according to statute sent to Family Health Section (FHS) via the state laboratory of hygiene. The statute requires DHS to provide referrals to intervention programs for hearing loss. The Wisconsin Sound Beginnings Program (in FHS coordinates the state's Early Hearing Detection and Intervention system.

Based on a growing body of research that supports the efficacy of early identification and early intervention for deaf or hard of hearing children, the Joint Committee on Infant Hearing (JCIH) 2000 Position Statement established national evidence-based framework, to ensure that all infants born with congenital hearing loss will have the opportunity to benefit from early intervention services by 6 months of age (Yoshinaga-Itano, 1995 and 2004, Yoshinaga-Itano, Sedey, Coulter, and Mehl, 1998, Yoshianaga-Itano, Coulter, Thomson, 2000). The JCIH goals are: 1) Screen all babies prior to hospital discharge; 2) diagnose babies as deaf or hard of hearing by three months of age; and 3) enroll in effective early intervention programs no later than 6 months of age.

The State of Wisconsin has aligned with and supported the goals of the national Early Hearing Detection and Intervention (EHDI) efforts. In 1999, the Wisconsin State Legislature passed a directive that supported the importance of early identification of hearing loss (Wis. Stat. § 253.115). Around the same time, the Wisconsin State Division of Public Health received grant funding to assist in the implementation of a comprehensive, seamless system of early hearing detection and intervention (EHDI) in accordance with the JCIH 2000 Position Statement. This grant resulted in the creation of the Wisconsin Sound Beginnings Program.

Data indicate that Wisconsin is screening 99% of all newborns and approximately 100 newborns are diagnosed as Deaf or Hard of Hearing (D/HH) each year. However, "screening and confirmation that a child is D/HH are largely meaningless without appropriate, individualized, targeted and high-quality intervention." -Jc1H 2013

Therefore, Wisconsin Sound Beginnings and Birth to 3 Program have developed a relationship whereby we will **share the obligation** to assure that families of children who are Deaf, Hard of Hearing or DeafBlind have:

- Access to Timely and Coordinated Entry Into El Programs Supported by a Data Management System Capable of Tracking Families and Children From Confirmation of Hearing Loss Receipt Into El Services
- Access to Specialized Service Coordination Related to Working With Infants Who Are D/HH and Their Families.
- El Providers who have the Core Knowledge and Skills to Optimize the Child's Development and Child/Family Well-being
- Their Child's Progress Monitored Every 6 Months From Birth to 36 Months of Age, Through a Protocol That Includes the Use of Standardized, Norm-Referenced Developmental Evaluations, for Language (Spoken and/or Signed), the Modality of Communication (Auditory, Visual, and/or Augmentative), Social-Emotional, Cognitive, and Fine and Gross Motor Skills

The partnership reflected by this Memorandum will reduce of the percentage of infants lost to follow up for early intervention and will increase support to County Birth to 3 Programs serving infants and toddlers who are deaf and hard of hearing. This Memorandum further shall allow for continuous coordination of follow-up among Wisconsin Sound Beginnings, County Birth to 3 programs in coordination with the Bureau of Children's Services Birth to 3 Program.

# 4. ACTIVITIES

- A. Information Sharing:
- 1. The WSB Program and the Bureau of Children's Services Birth to 3 Program jointly developed specifications that enable a user in WE-TRAC (Wisconsin Early Hearing Detection and Intervention Tracking Referral and Coordination system) can electronically submit a referral for Birth to 3 Program services to PPS, the state database for Birth to 3 Program. Every referral sent to PPS contains a database flag, noting that the referral was sent electronically from WE-TRAC. Wisconsin Sound Beginnings Program and the Bureau of Children's Services Birth to 3 Program shall monitor the accuracy, timeliness and reliability of the data transfer as it relates to the satisfaction of both programs.
- 2. WSB shall provide continuous program evaluation related to infants screened for hearing loss by one month of age, diagnosed with hearing loss by six months of age and enrolled in high quality appropriate, early intervention services by 6 months of age. WSB shall report regularly on enrollment in early intervention services to both the Maternal and Child Health Bureau and the Centers for Disease Control and Prevention (CDC), as required.
- 3. State Birth to 3 Program staff shall provide administrative access to PPS designated WSB staff and training on Birth to 3 Program confidentiality requirements, protocols for data security, and operation of the PPS system.
- 4. Designated WSB staff will access the PPS system to monitor and investigate infants who are deaf, hard of hearing or deaf/blind, or at risk for or suspected of hearing loss. Searches for individuals who do not meet these descriptions shall not be permitted.
  - B. Program Collaboration and Case Coordination:
  - 1. If the WSB Program identifies a child with hearing loss, WSB will notify the State Birth to 3 Program and the County Birth to 3 Program. WSB will contact the family to assure they know and understand the value of the Birth to 3 Program.
  - 2. If a County Birth to 3 Program learns that a child in their program is deaf or hard of hearing, is at risk for hearing loss or is suspected to have hearing loss, they will consult with the WSB Program.
    - a. WSB and DHS Birth to 3 Program staff shall coordinate outreach to County Birth to 3 Programs related to resources and supports for hearing loss and the potential impacts on family systems.
  - 3. If State Birth to 3 Program staff learns of a child who is deaf or hard of hearing, is at risk for hearing loss or is suspected to.have hearing loss, they will support the county Birth to 3 Program in connecting with the WSB Program.
    - C. On-going Monitoring and Quality Assurance:
  - 1. The WSB Program and the Birth to 3 Program will evaluate both Process Measures and Outcome Measures quarterly to evaluate the impact of the partnership between the two programs. Process measures will look at data elements such as: percentage of children who have a diagnosed hearing loss that are documented to be enrolled in early intervention by 6 months of age (182 days), duration of enrollment in Birth to 3 Program services, length of time between referral and enrollment, trends in reason for opting out of Birth to 3 Program, etc. Outcome measures will look more closely at individual child outcomes, family satisfaction and County Birth to 3 Program satisfaction.
  - 2. Beginning in 2021, the data systems will allow for the sharing of child outcome entry and exit ratings, along with progress question results from PPS to WE-TRAC. This data sharing will support the evaluation by both partners of the impact early intervention is

having on the children served and provide data for making improvement recommendations for serving this population. The following steps will be taken regarding the child outcome data:

- a. All data will be discussed jointly between partners before conclusions are made or decisions based upon analysis are acted upon.
- b. No child outcome data will be shared externally without prior joint program approval, including notice of intent to apply for grants or grant submissions.

## 5. CONFIDENTIALITY AND DATA SECURITY

- . 1. WSB shall use confidential Birth to 3 Program information obtained only for the purposes outlined in this agreement to enhance the health and/or well-being of Birth to 3 Program participants.
- 2. WSB shall institute and maintain such procedures as are reasonably required to maintain the confidentiality of participant data it receives from Birth to 3 Program, and all designated WSB staff will sign the Birth to 3 Program PPS Confidentiality Agreement and receive associated training.
- 3. WSB shall restrict access to the Birth to 3 Program PPS system by WSB employees to
  - a. Employee(s) specifically approved by the Birth to 3 Program  $\ensuremath{\mathsf{Part}}$  C Coordinator
  - b. At specifically designated work stations.
- 4. WSB employees will use the data only to the extent necessary to assist in WSB related activities. All of the birth record information, along with information from the Birth to 3 Program PPS system, will be kept in secure electronic files at designated work stations.
- 5. WSB shall not disclose Birth to 3 Program PPS data to a third party.
- 6. If WSB becomes aware of any threatened or actual use or disclosure of any confidential Information that is not specifically authorized by this Agreement, or if any confidential Information is lost or cannot be accounted for, WSB shall notify the Birth to 3 Program Part C Coordinator within the same business day WSB becomes aware of such use, disclosure, or loss. Such notice shall include, to the best of WSB's knowledge at that time, the persons affected, their identities, and the confidential Information disclosed.

### 6.EFFECTIVE DATE AND DURATION OF MEMORANDUM

This Memorandum shall become effective upon the latest date of signing.

This Memorandum shall continue in effect until terminated by either party with a thirty-day advance written notice. This agreement shall be reviewed biennially and revised as needed upon the mutual concurrence of the parties.

### Department of Health Services Division of Public Health, Bureau of Community Health Promotion, Family Health Section and Department of Health Services Division of Medicaid Services, Bureau of Children's Services

#### Signature Page

This signature page applies to the MOU entitled Case Coordination and Information Sharing between the Wisconsin Birth to 3 Program, and the Wisconsin Sound Beginnings Program.

DocuSigned by:

Cluck Warzecha

7/7/2021

Charles Warzecha, Deputy Administrator Division of Public Health

Date

Deb Rathermel

Deb Rathermel, Director/Part C Coordinator Bureau of Children's Services 4/8/2021

Date

This agreement may be amended in writing at any time by mutual consent of the parties. Amendments will be written and signed by the proper representatives of each party and shall identify the exact nature of the amendment(s). Any amendments will be attached as amendments or as clarifications to the MOU.



## Page Overview:

In wetrac batch input xml we have added WETRAC\_ID to identify each child. So table B3\_REF\_STG and B3\_REF\_SRC we have added Wetrac\_ID.

From Page Referral Inbox, if any b2c referral is processed, we store the wetrac\_id from B3\_REF\_STG table to B3\_REF\_SRC table.

Creating new view with userid and pass

- 1. These are the data elements PPS will be sharing with Sound Beginnings for view creation:
- MCI
- First Name
- Last Name
- DOB
- Gender Description
- WE-TRAC ID
- IFSP Date
- Legal Guardian First Name
- Legal Guardian Last Name
- Legal Guardian Relationship
- Client Characteristic code (if DHH or DB)
- Client Characteristic description (If DHH or DB)
- Program Close Date
- Program Close Reason
- Provider Id
- Provider Name
- County Number
- County Name
- Program Participation Key
- Referral Source Sequence Number
- Social/Emotional Outcome
  - Entry Rating: Social/Emotional Outcome
  - Exit Rating: Social/Emotional Outcome
  - Progress
- Learning Outcome
  - Entry Rating: Learning Outcome
  - Exit Rating: Learning Outcome
  - Progress
  - Getting Needs Met Outcome
    - Entry Rating: Getting Needs Met Outcome
    - Exit Rating: Getting Needs Met Outcome
    - o Progress

No child outcome data will be shared externally without prior joint program approval.



- 2. The logic for creating the view will be:
  - View should contain all records that have we-trac id or (client characteristic of hard of hearing and/or deaf/blind). (This field could be blank if DHH or DB are not in PPS)
  - If the we-trac record has both deaf/blind and hard of hearing characteristic then pick deaf/blind.
  - We need the view is all of the episodes (files) that have occurred since a WETRAC referral. In other words, once a WETRAC always a WETRAC. Here is a sample of what would need to be selected if we were looking at the B3\_REF\_SRC table.
- 3. The onetime export for older records will contain the same data (columns) as the view.

### Example:

PGM_PTCP_SK	REF_SRC_S	IFSP_Date	WETRAC	Included in	Client_Char_Desc
	EQ_NUM	_	ID	View	
123456	1	30-May-12	null	No	
123456	2	27-JUN-12	null	Yes	DHH
123456	3	13-AUG- 12	1064578	Yes	DHH
123456	4	06-OCT- 12	null	Yes	DHH

Include in the view those files that do not have a WE-TRAC id (not referred by WE-TRAC) and have client characteristics of hard of hearing (DHH) or deaf/blind (DB).

### 4. The onetime export for older records will contain the same data (columns) as the view.

View Name	
V_B3_REF_SRC_WETRAC	

#### View Field Names:

Field Name	DataType	Size	Entity.Attribute
MCI_ID	CHAR	10 BYTE	INDV. MCI_ID
FirstName	VARCHAR2	20 BYTE	INDV. fst_nam
LastName	VARCHAR2	20 BYTE	INDV. last_nam
BirthDate	Date		INDV. brth_dt
Gender	VARCHAR2	250 BYTE	INDV. gndr_cd
WETRAC_ID	VARCHAR2	20 BYTE	b3_ref_src.wetrac_id
IFSP_Date	Date		B3_BSLN_ASES.init_ifsp_strt_dt
Legal_Guardian_First_Name	VARCHAR2	20 BYTE	B3_CHLD_DGRPH.prnt_lgl_gard_f st_nam
Legal_Guardian_Last_Name	VARCHAR2	20 BYTE	B3_CHLD_DGRPH.prnt_lgl_gard_l ast_nam
Legal_Guardian_Relationship	VARCHAR2	250 BYTE	B3_CHLD_DGRPH.prim_care_gvr _rlt_cd
Client_Char_code.	CHAR	3 BYTE	B3_CLNT_CHAR. char_1_cd
Client_Char_desc	VARCHAR2	250 BYTE	B3_CLNT_CHAR. char_1_cd
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Program Participation System WETRAC VIEW 60.70.DUV

program_close_dt	Date		B3_PGM_EXIT.pgm_clse_dt
program_close_reason	VARCHAR2	250 BYTE	B3_PGM_EXIT.pgm_clse_rsn_cd
Provider_id	Number	4 Byte	b3_ref_src.agcy_id_sk
Provider_Name	VARCHAR2	100 BYTE	Agcy. agcy_nam
County_number	CHAR	4 BYTE	b3_ref_src. resp_cnty_cd
County_Name	VARCHAR2	250 BYTE	Lkup. LKUP_DSC
pgm_ptcp_seq	Number	8 bytes	b3_ref_src.pgm_ptcp_sk
ref_src_seq_num	Number	4 bytes	b3_ref_src.ref_src_seq_num

Attached the View Sample.

