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**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.

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<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 EI Programs Supported by a Data Management System Capable of Tracking Families and Children From Confirmation of Hearing Loss Receipt Into EI Services
- Access to Specialized Service Coordination Related to Working With Infants Who Are D/HH and Their Families.
- EI 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 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:

*Chuck Warzecha*

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Charles Warzecha, Deputy Administrator  
Division of Public Health

7/7/2021

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.*