

MEMORANDUM OF UNDERSTANDING

between
The State of Connecticut
Department of Public Health
and
The State of Connecticut
Office of Early Childhood
and

The Connecticut Head Start Association, Inc.

and

The Community Renewal Team

and

Action for Bridgeport Community Development, Inc.

and

Thames Valley Council for Community Action, Inc.

and

United Way of Greater New Haven

and

LULAC Head Start Inc.

and

Children's Learning Centers of Fairfield County (CLC)

and

Human Resources Agency of New Britain, Inc.

DPH Log # 2018-0059

This Memorandum of Understanding ("MOU" or "Agreement") is entered into between the State of Connecticut Department of Public Health ("DPH"), the Connecticut Head Start Collaboration Office ("CHSCO"), which pursuant to Public Act 17-146 § 47 is within the Office of Early Childhood, the Connecticut Head Start Association, Inc., the Community Renewal Team ("CRT"), Action for Bridgeport Community Development, Inc. ("ABCD"), Thames Valley Council for Community Action, Inc. ("TVCCA"), United Way of Greater New Haven ("UWGNH"), and LULAC Head Start Inc., Children's Learning Centers of Fairfield County ("CLC") and Human Resources Agency of New Britain, Inc. ("HRA"). (CRT, ABCD, TVCCA, UWGNH, LULAC, CLC and HRA are individually a "Connecticut Head Start Grantee Agency" and collectively "Connecticut Head Start Grantees") (each of the signatories is a "Party" and collectively the "Parties") to facilitate the exchange of information between DPH's Special Supplemental Nutrition Program for Women Infants and Children ("WIC") and the Head Start Grantees for the purposes specified herein.

This MOU supersedes the Memorandum of Understanding identified as Office of Early Childhood #2018-0059/WIC 9/01/17-12/31/21, which the parties hereto agree was not effective since it was not executed by all of the parties identified thereon.

WHEREAS, DPH is the Connecticut state agency responsible for administering the WIC program under 42 U.S.C. § 1786, et seq. WIC Local agencies ("local agencies") are DPH contractors that are responsible for administering WIC services in local service areas;

WHEREAS, the CHSCO seeks to facilitate collaboration among Head Start Agencies and the entities that carry out activities designed to benefit low income children from birth to school entry and their families;

WHEREAS, the Connecticut Head Start Association, Inc. ("CTHSA) is a non-profit corporation that provides a state forum for the continued enhancement of the status of children, youth and families by, among other things: Organizing activities designed to upgrade the quality and quantity of Head Start and Early Head Start program services (collectively "Head Start programs"); Coordinating joint activities for the four (4) Head Start program membership groups; Developing and communicating joint policies, positions and statements reflecting a consensus of the opinion of the members to lead quality childhood education services in Connecticut; and Recommending directions for Early Childhood Education including Head Start/Early Head Start programs, policies and procedures; and

WHEREAS, CRT, ABCD, TVCCA, UWGNH, LULAC, CLC and HRA are Head Start Grantee Agencies.

NOW, THEREFORE, the parties agree as follows:

- I. **Purpose:** The purposes of this Agreement are as follows:
 - a. Outreach and Eligibility: (1) Facilitate client referrals between WIC agencies and Head Start Grantee Agencies for people who are enrolled in one program but not the other program since eligibility criteria are similar; and (2) Facilitate the enrollment process for such people
 - **b.** <u>Program Coordination</u>: Coordinated health and nutrition services offered by WIC agencies and Head Start Grantee Agencies for families participating in those programs;
 - **c.** <u>Administrative streamlining</u>: Streamline administrative procedures to maximize resources for program applicants, participants and families;
 - d. Federal Head Start program requirements: To comply with 42 U.S.C. § 9840a(b)(5), which requires Head Start Grantee Agencies to coordinate services provided by programs in the State and programs in the community to ensure a comprehensive array of services including health services. Also, to comply with Head Start program regulations requiring Head Start Grantee Agencies to encourage strong communication, cooperation, and information sharing among agencies and their community partners to improve the delivery of services to

children and families in accordance with the applicable confidentiality laws. See 45 C.F.R. §§ 1302.53 and 1303.22, respectively.

II. Term and Termination:

- **a.** <u>Term.</u> This Agreement shall be effective October 1, 2017 and shall terminate on December 31, 2021, unless earlier terminated as provided herein.
- **b.** <u>Termination for Convenience</u>. DPH may terminate this Agreement, in whole or in part, at any time upon notice to the other Parties.
- c. <u>Termination for Default</u>. Time is of the essence in respect of the performance of obligations under this Agreement. If a Party is in breach or default of any terms, conditions or covenants of this Agreement and the breach or default continues for five (5) business days after DPH has notified the Party of such failure, then, in addition to all other rights and remedies of law or equity, DPH may immediately terminate this Agreement.

III. Authority: For:

- **a.** DPH: Conn. Gen. Stat. §§ 4-8 and 19a-2a.
- **b.** The Office of Early Childhood: Conn. Gen Stat. § 4-5, § 4-8 and § 10-500
- **c.** The Connecticut Head Start Association, Inc.
- **d.** The Community Renewal Team
- e. Action for Bridgeport Community Development, Inc.
- **f.** Thames Valley Council for Community Action, Inc.
- g. United Way of Greater New Haven
- **h.** LULAC Head Start Inc.
- i. Children's Learning Centers of Fairfield County
- j. Human Resources Agency of New Britain, Inc.
- IV. **Funding, Costs and Liabilities:** This is a no cost agreement. Each Party shall bear its own respective costs, expenses and liabilities incurred under this Agreement except as stated in Section IX, below.

V. Party Responsibilities:

a. DPH shall.

- i. Designate, in writing, the Head Start Grantee Agencies with which the local agencies can share the client data specified below (the "client data") without written permission of the child's parent or guardian under this Agreement, as required by 7 CFR § 246.26(h)(1).
- ii. Include in its State Plan a list of the designated Head Start Grantee Agencies with which the Data may be shared without written permission of the child's parent or guardian under this Agreement, as required by 7 CFR § 246.26(h)(3).
- iii. Revise the WIC Rights and Responsibilities Form to include notice to applicants and participants that DPH through its local agencies may share client data with designated Head Start Grantee Agencies, as required by 7 C.F.R. § 246.26(h)(2).
- iv. Require WIC local agency staff to use the revised Rights and Responsibilities Form to inform applicants and participants, at certification and re-certification, of the potential sharing of the Data.
- **b.** CHSCO shall encourage Head Start Agencies to share data as contemplated by and in a manner consistent with this Agreement.
- **c.** Connecticut Head Start Association, Inc. shall provide a quarterly venue for Head Start and Early Head Start grantees in Connecticut to work together regarding the WIC and Head start collaboration contemplated by this Agreement.
- d. Head Start Grantee Agencies shall collaborate with local agencies within their respective geographic regions to develop and implement data sharing agreements within the scope of and in compliance with the terms of this Agreement, including, but not limited to the confidentiality and data use requirements provisions. Head Start Grantee Agencies shall also present a Head Start participant with an authorization in the form below to permit the sharing of Data for purposes outlined in Section I, with local agencies and, if the participant executes it, provide a copy of it to corresponding local agency when the corresponding Data is shared, or, at a minimum, kept on file at the Head Start Grantee Agency:

<i>I</i> ,	[printed name of parent/guardian] understand and
agree that a	ny records, data, or other information about me or my child that
this Early H	ead Start/Head Start Grantee Agency has obtained or will
obtain from	the Special Supplemental Nutrition Program for Women Infants
and Children	n ("WIC") will become a part of my child's Head Start file and
will be treat	ed by the Head Start Agency in accordance with the Head Start
Agency's co	nfidentiality and privacy policies, a copy of which has been
provided to	me. Further, I understand and agree to allow Early Head
Start/Head S	Start Grantee Agency to share records, data, or other
information	about me or my child for the purposes of determining WIC
Program eli	gibility or program coordination.

Signature Date

VI. The Data: The data elements exchanged between the local agencies and Head Start

Grantee Agencies shall be limited to the following for each respective agency's clients, as permitted under applicable confidentiality laws and in light of the purpose for which the data is being exchanged: a child's: (1) name; (2) date of birth; (3) parent or legal guardian's full name; (4) last known address; (5) height and weight measurement values; (6) hemoglobin and hematocrit values; (7) risk factor and dietary assessments; and (8) blood lead levels.

VII. Data Use Requirements:

- a. A Party that receives data under an agreement contemplated by this Agreement (a "Recipient") shall fully comply with the requirements of 7 CFR § 246.26(h)(3)(i), as periodically amended and only use the Data as specified in Section I.
- **b.** A Recipient can share the Data with WIC local agencies via hardcopy referral forms sent via mail, interoffice mail or in person delivery, and electronic referrals forms via secured fax or e-mail. If additional modes or methods are required, the Recipient must request approval from DPH and CT Head Start State Collaboration Office.
- **c.** Recipient shall not:
 - i. use the Data except as permitted under subsection a, above; or
 - ii. disclose the Data to a third party, including, but not limited to a school or the Department of Children and Families without (1) the written permission of the child's parent or legal guardian or (2) a valid court order mandating such disclosure, except as permitted under 7 C.F.R. § 246.26(d)(3), as periodically amended, to comply with Conn. Gen. Stat. § 17a-101, et seq. (the mandatory reporting of child abuse or neglect to Department of Children and Families).
- d. Notwithstanding any language to the contrary in this Agreement, to the extent permitted by 7 C.F.R. § 246.26(d)(4) if a parent or guardian of a child enrolled in a Head Start or Early Head Start program signs a consent form containing the language stated above, any records, data, or other information obtained by the Head Start or Early Head Start Grantee Agency from WIC concerning such child or the child's parent or guardian will be treated by the Head Start Grantee Agency (Recipient) solely in accordance with its own confidentiality and privacy policies, which need not include the restrictions on disclosure of the Data.
- e. Local Agencies may include Data obtained from Head Start programs in the confidential WIC participant file and use it for outreach, enrollment and program coordination as permitted under 7 C.F.R. § 246.7(e)(1)(A) (e.g., anthropometric data (height and weight measurements) should not be more than 60 days old at time of certification or recertification).

VIII. Representations and Warranties of Recipients.

- a. Power and Authority.
 - i. The Parties have the power and authority to execute, deliver and perform this Agreement, and have taken all necessary action to authorize and approve the execution, delivery and performance of this Agreement.
 - ii. This Agreement has been duly and validly executed and delivered by the Parties and constitutes a valid and binding obligation of the Parties.

b. Compliance with Laws. The Parties shall comply with all applicable laws, codes, regulations, ordinances and rules promulgated by any federal, state, municipal or other legislative bodies, courts or agencies relating to the performance of their respective obligations hereunder including, without limitation, those expressly stated in this Agreement.

IX. Confidentiality

- a. "Confidential information" means an individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation, personally identifiable information subject to 34 CFR § 99, as periodically amended, protected health information, as defined in 45 CFR § 160.103, as periodically amended. It also includes confidential applicant and participant information, as defined in 7 CFR § 246.26(d)(1)(i), as periodically amended, regardless of whether such information is obtained from a WIC applicant or participant or another source, or is generated as a result of a WIC application, certification or participation if it individually identifies a WIC applicant, participant or family member. WIC participant information is confidential, regardless of its original source. Confidential information also includes any information that DPH identifies as confidential to Recipient. Except as otherwise provided herein, confidential information does not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records that are lawfully made available to the general public;
- b. Confidential information breach" means an instance where an unauthorized person or entity accesses confidential information that is subject to or otherwise used in conjunction with any part of this Agreement in any manner, including, but not limited to, the following occurrences: (A) Any confidential information that is not encrypted or secured by any other method or technology that renders the personal information unreadable or unusable is misplaced, lost, stolen or subject to unauthorized access; (B) one or more third parties have accessed, or taken control or possession of, without prior written authorization from the state, (i) any confidential information that is not encrypted or protected, or (ii) any encrypted or protected confidential information together with the confidential process or key that is capable of compromising the integrity of the confidential information; or (C) there is a substantial risk of identity theft or fraud of the DPH client, the Recipient, DPH or the state.
- **c.** <u>General Requirements</u>: Recipient shall, at a minimum comply with 45 C.F.R. § 1303.24, as periodically amended, regarding confidentiality, and maintenance of

- records during the creation, storage, transfer and destruction of the Data, including standard policies and procedures.
- **d.** Recipient shall obtain, use, store and disclose confidential information obtained under this Agreement solely as expressly permitted by this Agreement. Recipient shall not copy, reproduce or transmit confidential information except as permitted by this Agreement and as necessary for the purpose of this Agreement.
- e. The undersigned Head Start Grantee Agencies shall provide all Head Start /Early Head Start staff, substitute teachers, consultants and volunteers with training and orientation regarding (a) the confidentiality of applicant and participant information and (b) the permissible and impermissible use and disclosure of confidential applicant and participant information. Head Start Grantee Agencies shall ensure that staff and others are familiar with and abide by applicable laws, regulations, policies and procedures, and the terms and conditions of this Agreement.
- **f.** Policy Requirements: Recipient shall, at its own expense:
 - i. Establish and maintain effective administrative, technical and physical safeguards to protect the confidentiality of the data and to prevent a confidential information breach;
 - ii. Implement and maintain a comprehensive data-security program for the protection of confidential information. The safeguards contained in such program shall be consistent with and comply with the safeguards for the protection of confidential information as set forth in all applicable federal and state law and written policies of the state contained in the agreement. Such data-security program shall include, but not be limited to (1) a security policy for Recipient employees related to the storage, access and transportation of data containing confidential information; (2) reasonable restrictions on access to records containing confidential information, including the area where such records are kept and secure passwords for electronically stored records; (3) a process for reviewing policies and security measures at least annually; and (4) an active and ongoing employee security awareness program that is mandatory for all employees who may have access to confidential information provided by DPH that, at a minimum, advises such employees of the confidentiality of the information, the safeguards required to protect the information and any applicable civil and criminal penalties for noncompliance pursuant to state and federal law:
 - iii. Limit access to confidential information to Recipient's authorized employees and agents as necessary for the purpose of this Agreement;
 - iv. Maintain all electronic confidential information obtained under this Agreement (1) in a secure server; (2) on secure drives; (3) behind firewall protections and monitored by intrusion detection software; (4) in a manner where access is restricted to authorized employees and their authorized agents; and (5) as otherwise required under state and federal law; and

- v. Implement, maintain and update security and breach investigation procedures that are appropriate given the nature of the information disclosed and that are reasonably designed to protect the confidential information from unauthorized access, use, modification, disclosure, manipulation or destruction.
- **g.** Additional Security Requirements: No Recipient shall download, store or otherwise place confidential information on a portable device or removable media without using password protection and encryption methods that comply with DPH approved standards, as defined herein, which standards DPH, in its sole discretion, may periodically amend.
 - "Portable devices" are any non-fixed equipment containing an operating system that may be used to create, access or store data including, but not limited to personal computers, home-based computers, laptops, notebook computers, stand-alone computers, personal digital assistants (PDAs) and smart phones.
 - ii. Removable media includes, but is not limited to compact disks (CDs), digital video disks (DVDs,), MP3 players, external and removable hard drives, flash cards, flash drives (e.g., USB drives, thumb drives, etc.) and all other removable memory devices of any kind.
 - iii. Encryption standards must be FIPS-140 compliant and include Advanced Encryption Algorithm (AES) that use a minimum of 128-bit key size.
- h. Breach Notification: Recipient shall:
 - i. notify DPH and the Attorney General as soon as practical, but in no case later than twenty-four (24) hours after a Recipient becomes aware of or has reason to believe that any confidential information that Recipient possesses, controls or obtained under this Agreement has been subject to a confidential information breach;
 - ii. Immediately cease all use of the data provided by DPH or developed internally by Recipient based on information obtained under this Agreement if so directed by DPH; and
 - iii. Within seven (7) business days, submit to the office of the Attorney General and DPH (1) a report detailing the breach or suspected breach, including a plan to mitigate the effects of any breach and specifying the steps taken to ensure future breaches do not occur; or (2) a report detailing why, upon further investigation, the Recipient believes no breach has occurred. For purposes of Conn. Gen. Stat. § 1-210(b)(5)(B), such report shall be deemed to have been given in "confidence" and required by this Agreement rather than any statute.
 - iv. If a Confidential information breach occurs, Recipient shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, DPH and the Connecticut Office of the Attorney General for review and approval. Such credit monitoring or protection plan shall be made available by Recipient at its own cost and expense to all individuals

affected by the confidential information breach. Such credit monitoring or protection plan shall include, without limitation, reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Conn. Gen. Stat. § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the confidential information breach. Recipient's costs and expenses for the credit monitoring and protection plan shall not be recoverable from DPH, any State of Connecticut entity or any affected individuals.

- v. Recipient shall incorporate the requirements of this section in all subcontracts to require each subcontractor to safeguard Confidential Information in the same manner as provided for in this Agreement.
- vi. Nothing in this section shall supersede in any manner Recipient's or its subcontractor's obligations under the Health Insurance Portability and Accountability Act (HIPAA).
- i. Materials containing confidential information: All materials containing confidential information of any type, including, but not limited to those containing copies, modifications or additions to the original data containing confidential information obtained under this Agreement are subject to the provisions of this Agreement in the same manner as the original data containing confidential information obtained under this Agreement.

j. Data Destruction:

- i. Within thirty (30) calendar days completing the purpose of this Agreement, the termination of this Agreement or receiving written notice from DPH requesting it to do so, whichever is earlier, Recipient shall destroy all materials containing confidential information obtained under this Agreement.
- ii. For paper materials, Recipient shall shred, burn, pulp or pulverize all paper records so that confidential information obtained under this Agreement is rendered unreadable, indecipherable and otherwise cannot be recompiled.
- iii. For electronic or digital materials, Recipient shall clear (using software or hardware products to overwrite media with non-sensitive data), purge (degaussing or exposing the media to a strong magnetic field in order to disrupt the recorded magnetic domains) or destroy the media (disintegration, pulverization, melting, incinerating, or shredding) containing electronic confidential information in a manner that complies with the National Institute of Standards and Technology (NIST) Special Publication 800-81, as periodically revised.

X. Miscellaneous.

a. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings

relating to the subject matter hereof. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in this Agreement shall affect, or be used to interpret, change or restrict, the express terms and provisions of this Agreement.

- **b.** <u>Modifications and Amendments</u>. The terms and provisions of this Agreement may be modified or amended only by written agreement signed by the parties. .
- **c.** <u>Notice</u>. All notices required or permitted to be given hereunder shall be given in writing and addressed as follows:

If to DPH:

Marjorie Chambers, WIC Director State of Connecticut Department of Public Health 410 Capitol Ave. Hartford, CT 06134

If to The Office of Early Childhood:

Linda Goodman, Program Manager Connecticut Office of Early Childhood 450 Columbus Blvd. Suite 301 Hartford, CT 06103

If to The Connecticut Head Start Association, Inc.:

Jennie Shea, Director, Early Head Start Association ECHN 130 Hartford Road Manchester, CT 06040

If to The Community Renewal Team:

555 Windsor Street, Hartford, CT 06120

If to The Action for Bridgeport Community Development, Inc.:

Monette Ferguson, Director, Early Learning 1070 Park Avenue, Bridgeport, CT 06604

If to The Thames Valley Council for Community Action, Inc.:

Deborah Monahan, Executive Director 1 Sylvandale Rd Jewett City, CT 06351

If to The United Way of Greater New Haven:

Karen Pascale, Head Start Director United Way of Greater New Haven 370 James Street, Suite 403 New Haven, CT 06513 If to The LULAC Head Start Inc.:

Mikyle Byrd-Vaughn, Executive Director 250 Cedar Street New Haven, CT 06519

If to The Children's Learning Centers of Fairfield County:

Nicole Clark-Taxiltaridis, Director, Early Head Start and Head Start 90 Maple Avenue Stamford, CT 06902

If to The Human Resources of New Britain, Inc.:

Rocco R. Tricarico, J.D. Executive Director 180 Clinton Street New Britain, CT 06053

All notices shall be deemed delivered when actually received if personally delivered or sent by facsimile, or one business day after having been deposited with an overnight delivery service or three business days after having been placed in the mail, provided that any notice sent by facsimile must immediately be placed in the mail or deposited with an overnight delivery service. Each of the parties shall hereafter notify the other in accordance with this Section of any change of address to which notice is required to be mailed.

- **a.** Severability. If any provision of this Agreement shall be held invalid under any applicable law, such invalidity shall not affect any other provision of this Agreement that can be given effect without the invalid provision, and to this end, the provisions shall be deemed severable.
- **b.** <u>Successors and Assigns</u>. No Recipient shall assign its interest in this Agreement without the prior written consent of DPH. This Agreement shall be binding upon the successors in interest or assigns of the parties hereto.
- **c.** <u>Headings</u>. The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or extent of such paragraph or in any way affect such paragraph.
- d. Interpretation. The parties hereto acknowledge and agree that: (i) the rule of construction to the effect that any ambiguities are resolved against the drafting Party shall not be employed in the interpretation of this Agreement; (ii) the terms and provisions of this Agreement shall be construed fairly as to all parties hereto and not in favor of or against any Party, regardless of which Party was generally responsible for the preparation of this Agreement; and (iii) the words "hereof," "hereto," "hereunder" and the like refer to this Agreement as a whole and not to particular sections or provisions of this Agreement.
- **e.** <u>Additional Signatories</u>. Notwithstanding anything herein to the contrary, upon written approval from the DPH Commissioner, additional Connecticut Head

- Start Grantee Agencies may be made parties to this Agreement. Upon such agency or agencies authorized representative's signing onto the Agreement, it shall be effective with respect to such agency or agencies.
- **f.** Counterparts. This Agreement may be executed in counterparts with the same force and effect as if each of the signatories had executed the same instrument.

State of Connecticut Department of Pub	lic Health
By:	Date:
By: Raul Pino, M.D., M.P.H., Commissioner 410 Capitol Avenue, Hartford, CT. 06134	
The Office of Early Childhood	
Ву:	Date:
By:	
450 Columbus Blvd, Hartford, CT 06103	
Connecticut Head Start Association, Inc	
By:	Date:
By:	
The Community Renewal Team	
By:	Date:
By:	
Action for Bridgeport Community Develo	pment, Inc.
By:	Date:
By:	
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Thames Valley Council for Community Act	ion (TVCCA) Inc.
By: Da Deborah Monahan, Executive Director	te:
1 Sylvandale Rd	
Jewett City, CT 06351	

United Way of Greater New Haven (UWGNH)
By:	Date:
Jennifer Heath, President & CEO	
370 James Street, Suite 403	
New Haven, CT 06513	
LULAC Head Start Inc.	
Ву:	Date:
Mikyle Byrd, Executive Director	
250 Cedar Street	
New Haven, CT 06519	
Children's Learning Centers of Fair	field County
By:	Date:
Nicole Clark-Taxiltaridis, Director, I	
90 Maple Avenue	
Stamford, CT 06902	
Human Resources Agency of New Br	ritain, Inc.
By:	Date:
Rocco R. Tricarico, J.D. Executive Dir	
180 Clinton Street	
New Britain, CT 06053	